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

November 24, 2025
7:00 PM
City Council Agenda

Roll Call

Workshop Agenda Items

1. Fishkill Avenue Concepts Committee Presentation of Final Report
2. Proposed Local Law Concerning the Transit Station District
3. Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.
4. Discussion of Amended Concept Plan Allowing Residential Use In Building 100 at 248 Tioronada Avenue

Announcement of Next Meeting: December 1, 2025 at 7:00 p.m.

Executive Session Items

1. Executive Session: Real Property

City of Beacon City Council Agenda
11/24/2025

Title:

Fishkill Avenue Concepts Committee Presentation of Final Report

ATTACHMENTS

Fishkill Avenue Concepts Committee Final Report

Fishkill Avenue Concepts Committee Report

October 2025



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Fishkill Avenue Concepts Committee

J.C. Calderón, Chair

October 7, 2025

Dear Mayor Kyriacou:

On behalf of the *Fishkill Avenue Concepts Committee* (FACC), I am pleased to share with the community the attached FACC Report that outlines ideas, concepts and suggestions for consideration by the current and future City Councils of the City of Beacon.

First and foremost, as Chair I would like to thank the following current committee members for their many volunteered hours of respectful debate, discussion and contributions that have resulted in the culmination of these findings: Yvonne Caruthers, Garrett Duquesne, Nick Guertin, Jay Healey, Atticus Lanigan, Brent Stapleton, Olga Luz Tirado, and Steve Jacobs were all instrumental in our success. The committee, selected by Mayor Kyriacou, represented a wide range of stakeholders and seasoned professionals.

We are also grateful to the widespread community input and to Beacon's professional consultants Natalie Quinn, as City Planner and John Russo, as City Engineer, for their feedback and suggestions to the committee. Lastly, we thank Mayor Lee Kyriacou for the vision to assemble this Ad-Hoc committee to study the Fishkill Avenue Corridor.

This FACC Report is the fruition of many monthly meetings starting in March of 2024, supplemented with a variety of public outreach events culminating in our March 9, 2025 Community Engagement Report. (See Appendix G). We began with the Mayor's November 27, 2023, Memorandum "to develop conceptual ideas for the northeast section of the City of Beacon, around and including Fishkill Avenue (State Route 52)."

The Memorandum's scope of study extended from Blackburn Avenue (at Ron's Ice Cream) to Prospect Ave (at Industrial Arts Brewing Company) and the adjacent areas including:

- State Route 52 from Blackburn to City line; Future rail trail, from East Main Street crossing to the City line; Potential access road from Route 52 to Matteawan Road; The private road (Mill Street) to the Beacon Lofts on Mason Drive; The Greenway trail from East Main crossing bridge to the City line; and The Groveville bridge.

Our study included extensive physical and geographic overview of the above areas and the entire corridor. We reviewed land use patterns and existing zoning ordinances. We studied recent developments and the significance of Fishkill Avenue and Route 52 as a regional connector. We discussed the evolving development pressures in Beacon and met with local residents, architects

and developers. We understand the need for coordinated growth balancing industrial, mixed-use, and residential priorities. We listened carefully to the community and their concerns (see Appendix D Comments). And we recognize the key challenges and opportunities that the corridor represents.

Please read the report and its recommendations regarding these areas of consideration, and the concepts we identify for the corridor. As a "concepts" committee, we do not warrant this report to be definitive or final in its recommendations. Rather, we hope the current and future City Administrations and City Councils will consider the extensive effort and commitment by the FACC committee members to envision a future that encompasses the best interests of the City of Beacon, its residents and guests.

Thank you for your interest and support in Beacon's future.

Sincerely,



J.C. Calderón, AIA, LEED AP

Chair, Fishkill Avenue Concepts Committee

Executive Summary

The Fishkill Avenue Concepts Committee Report offers a framework to guide growth and investment along one of Beacon's most important and evolving thoroughfares. Extending from industrial sites and the historic Groveville neighborhood at the city's eastern boundary to Memorial Park, the Fishkill Avenue study area (Picture 1) plays a vital role in Beacon's economy, housing supply, and connection to natural resources such as Mount Beacon and Fishkill Creek.

This study offers a vision for a corridor that is inclusive, economically vibrant, environmentally responsible, and reflective of Beacon's character. It recommends targeted updates to zoning and land use policy, strategies for preserving and enhancing industrial employment areas, opportunities for new mixed-use development, and improvements to neighborhood infrastructure, green space, and mobility.



Figure 1: Fishkill Avenue Concepts Committee Study Area Overview

Overall goals include:

- Support productive industrial uses while improving site aesthetics and environmental compatibility.
- Transform underutilized areas into walkable, bikeable and mixed-use environments with diverse housing and business options.
- Strengthen Groveville through infrastructure upgrades, infill housing, and historic preservation.
- Advance green infrastructure, trail connectivity, and safer multi-modal transportation.
- Align corridor planning with regional initiatives and Beacon's broader Comprehensive Plan.

Together, these goals along with more specific recommendations aim to ensure that the Fishkill Avenue corridor evolves in a way that supports long-term community needs and reinforces Beacon's identity.

Committee Perspectives

The Fishkill Avenue Concepts Committee brought together a wide range of local voices, including architects, planners, educators, business owners, long-time residents, and community advocates. Members contributed professional expertise in planning, design, real estate, marketing, government, the arts, and education, as well as lived experience as Beacon residents. This diversity of perspectives helped ensure that the study's recommendations reflect both technical knowledge and the community's values. Biographies of committee members are provided in Appendix H.

Vision Statement

As the Fishkill Avenue Concepts Committee, we respectfully propose a vision for the Route 52 corridor as a vibrant, inclusive, pedestrian friendly, safe and sustainable gateway that supports a diverse mix of industries, businesses, housing options, and public amenities to benefit both residents and visitors.

Our recommendations aim to guide strategic land use planning, zoning updates, and design standards that enhance walkability, multi-modal connectivity, and access to green space—particularly through transformative investments such as the proposed Beacon-Hopewell Rail Trail. We emphasize the importance of preserving the historic and aesthetic character of the Groveville neighborhood and protecting key viewsheds as redevelopment occurs.

Through this work, we seek to balance growth with resilience, encouraging thoughtful redevelopment that honors the corridor's past while preparing it for a dynamic and economically vital future. We offer this vision in the spirit of collaboration and with the intent to inform and support future policy decisions.

Comprehensive Plan Consistency

The City's 2017 Comprehensive Plan provides limited guidance on Route 52, with most references focusing on existing conditions and an inventory of uses along the corridor. While it does not provide an extensive framework for the corridor's future development, there are key sections that offer some vision and recommendations that align with the Fishkill Avenue Concepts Committee's goals. However, given the committee's focus on denser, more pedestrian- and bike-friendly development, certain areas of the Comprehensive Plan will need to be updated to reflect the evolving priorities and challenges along the corridor.

Comprehensive Plan Section 2.3 on Land Use and Zoning Goals and Recommendations (p. 38) includes an objective that encourages growth in the Central Business District, stating:

- B. Focus Growth in the Central Business District
  The plan emphasizes concentrating growth in and around the Central Business District, rather than spreading outward along Route 9D and Route 52. Areas targeted for higher densities are identified within the city's central commercial core and the waterfront/train station area.

As of this report's publication, multiple sites along Fishkill Avenue, under different ownership, have entered the planning board review process for proposed mixed-use and higher-density developments. These active proposals underscore the need to update the Comprehensive Plan so that it directly addresses opportunities for growth along the corridor and in adjacent areas such as Camp Beacon.

Comprehensive Plan Section 4.2 on Commercial, Office, and Industrial Development Goals and Recommendations (p. 61) addresses the Route 52 business district, noting that participants felt this area primarily served the needs of larger businesses requiring significant building space and on-site parking. Suggestions for this area include:

- Improving the streetscape and landscaping
- Encouraging the development of amenities such as a movie theater, office supply stores, garden supply stores, supermarkets, office buildings, and education centers.

The following recommendations of the Fishkill Avenue Concepts Committee align with this section, as they also emphasize streetscape and landscaping improvements. The concept of mixed-use development, which includes amenities like movie theaters, office space, and retail, can also be incorporated into the committee's vision for the corridor. However, the Comprehensive Plan could benefit from updates that more specifically address how to accommodate higher-density, mixed-use developments that integrate housing, retail, and office space. Additionally, the plan should emphasize sustainable transportation options, such as cycling lanes, improved pedestrian infrastructure and sheltered bus stops. These updates will ensure that Fishkill Avenue aligns with the city's evolving vision for a more

connected, vibrant, and multi-modal corridor, while supporting long-term growth and community needs.

Comprehensive Plan Section 4.2 on Commercial, Office, and Industrial Development Goals and Recommendations (p. 67) specifically focuses on Route 52 and includes recommendations for improving the character of the corridor with pedestrian amenities such as sidewalks and street trees, as well as improved architectural design.

- Objectives and Recommendations for Route 52
  - 4.11: Require property owners to provide sidewalks, street trees, and improved architectural design during site plan review.
  - 4.12: Explore funding opportunities, including public and private grants, to provide streetscape amenities such as sidewalks, street trees, street benches, sheltered bus stops, bicycle racks, and information kiosks.

The recommendations of the Fishkill Avenue Concepts Committee align directly with Section 4.2(C) of the Comprehensive Plan.

The committee's recommendations highlight a shift toward greater density, mixed-use development, and a more connected, sustainable urban environment. We believe this shift aligns with the city's evolving needs and likely requires an update to the Comprehensive Plan to incorporate these changes. The plan will need to address how to accommodate and support new development along Fishkill Avenue, while integrating multi-modal transportation networks, pedestrian-oriented spaces, and sustainable infrastructure into the broader vision for the city's growth.

Introduction

The Fishkill Avenue corridor serves as one of Beacon's four gateways and connectors. Physically, the corridor runs from the City's eastern boundary through industrial districts, the Groveville neighborhood, and toward Memorial Park, linking Beacon's residential areas with its employment centers, natural resources, and regional road network. Land use along the corridor is varied, with industrial zones, residential neighborhoods, and commercial activity coexisting in close proximity.

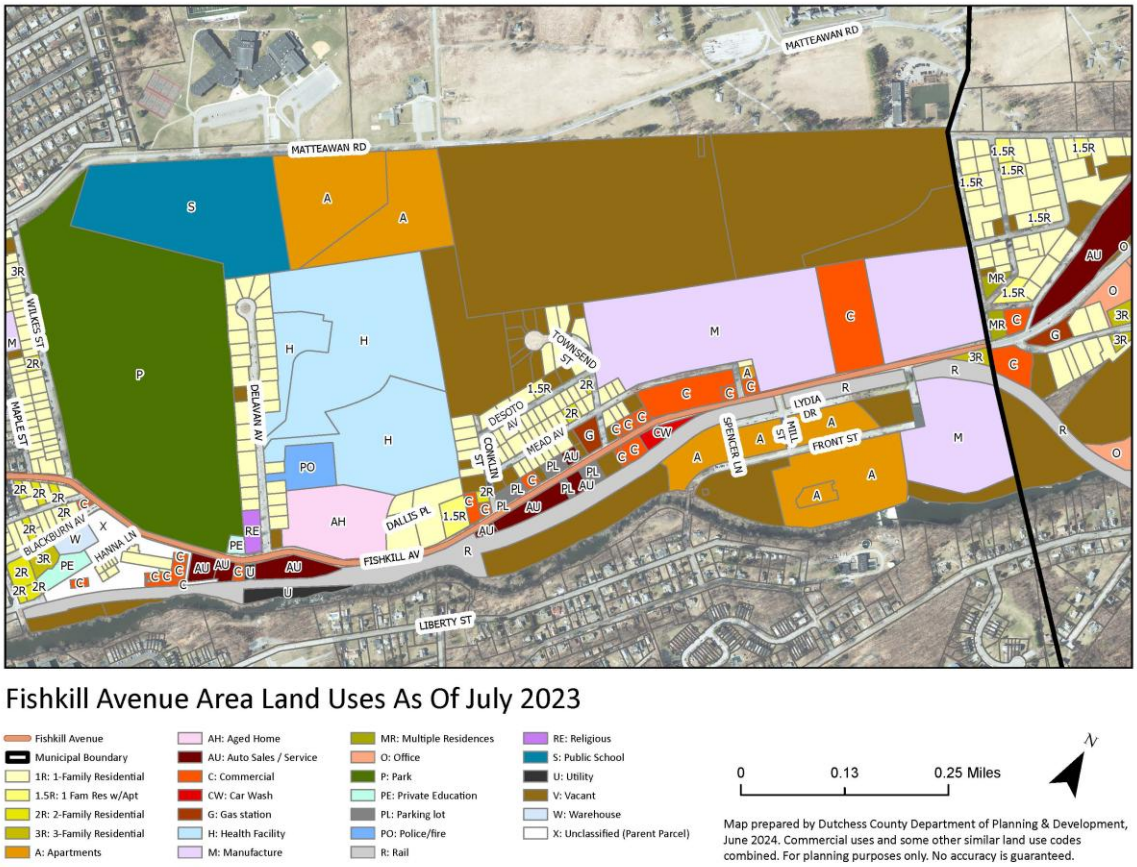


Figure 2. Existing Land Use Map

Recent development pressures have increased interest in redeveloping underutilized sites for mixed-use and residential projects, raising important questions about how to balance economic growth, historic preservation, environmental sustainability, and community character. The corridor also functions as a regional connector, providing access to Fishkill Creek, Mount Beacon, and future multi-use trail systems. Community engagement has underscored both opportunities and challenges along Route 52. Opportunities include revitalizing underutilized properties, strengthening Groveville's historic fabric, and creating multi-modal links across the corridor. Challenges include managing traffic and speeding, upgrading aging infrastructure, addressing stormwater and flooding concerns, and ensuring that new growth contributes positively to Beacon's identity.

This report summarizes the work of the Fishkill Avenue Concepts Committee, highlighting community input, planning principles, and targeted recommendations to guide future decision-making.

How to Read the Recommendations

The recommendations are presented in two complementary ways to capture both the physical character of the corridor and the broader policy issues at play. The first section is organized geographically, moving segment-by-segment along Fishkill Avenue—from the Industrial Corridor on the eastern end (Segment A), through the Mixed-Use Corridor between State Street and Blackburn Avenue (Segment B), and into the Groveville neighborhood (Segment C). This structure highlights opportunities and challenges unique to each stretch of the corridor

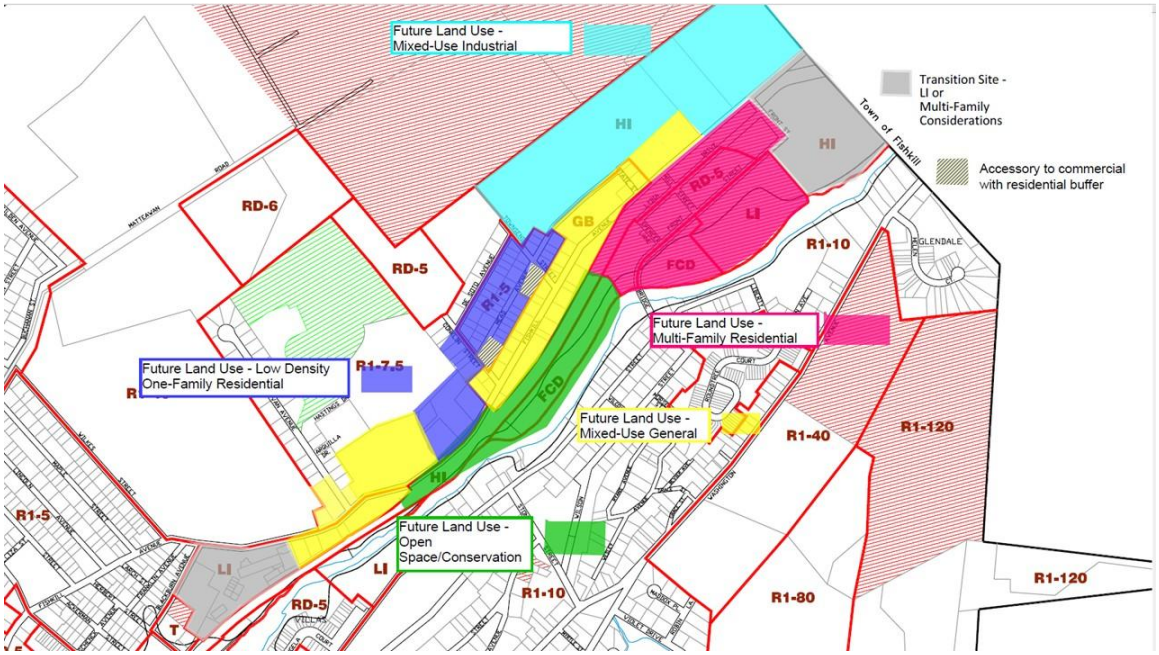


Figure 3. Future Land Use Map

The second section takes a thematic view, grouping strategies that apply across the entire corridor under key topic areas such as housing, environment and open space, aesthetics, the Beacon–Hopewell Rail Trail, transportation, and regional coordination. Together, these two perspectives—geographic and thematic—allow readers to first explore location-specific actions and then consider broader policies that reinforce corridor-wide goals.

Recommendations by Corridor Segment & Topic Area

Segment A: Industrial Corridor (Eastern Route 52 Corridor)

Background: The eastern portion of the Route 52 corridor in the City of Beacon has long been home to a significant portion of the community's remaining industrial base, a vital element in the city's economic diversity and job market. This area is marked by large plots of land and functional, but often plain, industrial buildings. While the industrial uses here are essential, the lack of landscaping and streetscape improvements can make the area feel utilitarian and disconnected from the rest of the city.

As Beacon continues to grow, the location of industrial uses near future trail systems and expanding residential neighborhoods raises important questions about how these different areas will work together. The challenge is finding a balance between preserving the area's industrial function and making it more compatible with the needs of the surrounding communities, which are becoming more residential and recreational.

Goal: Support the continued industrial use mix in the easternmost Route 52 corridor, preserving its role as a vital employment and production zone while improving appearance and compatibility with adjacent uses.

Recommendations & Policies:

1. **Coordinate with private property owners of industrial sites** to improve the visual character of sites with enhanced landscaping, alternative fencing without chain link or barbed wire, and other aesthetic enhancements.



Figure 4. Industrial site boundaries that could benefit from improved landscaping and fencing

2. **Review and update Article IV "Performance Standards"** of the zoning code to better address air quality, odor, and noise impacts from industrial properties.

3. **Remove Self-Storage as a permitted use** in the HI zoning district (or other Districts in the corridor) and consider restricting additional low-value (in terms of employment and streetscape activation) or nuisance uses.

4. **Evaluate the addition of employment-generating or green manufacturing uses** to the HI District that align with modern industry trends

5. **Review and update existing lot and bulk standards** in the HI District that may hinder employment-generating or green manufacturing use expansion in the HI District or preclude the inclusion of a future public roadway of infill development. Consider updates to give the planning board flexibility with uses, reduce the front yard setback of 30 feet, and increase the maximum percent building coverage of 70%, as deemed appropriate

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Segment B: Mixed-Use Corridor (State St to Blackburn Ave)

Background: The portion of Fishkill Avenue from State Street (near Trax Coffee Roasters) to Blackburn Avenue (Ron's Ice Cream) represents a critical transition zone in Beacon, shifting from industrial uses to a more diverse mix of residential and commercial spaces. As development interest continues to rise in this area, it is important to guide the evolution of this corridor toward a vibrant, walkable, and bikeable space that complements the surrounding residential neighborhoods and creates a welcoming gateway corridor into the City of Beacon. Currently, the land use and zoning are fragmented, with a mixture of commercial, residential, and auto-centric uses that do not fully support the vision of a cohesive and pedestrian-friendly district.

This corridor serves as one of the main gateways to Beacon, making it vital to establish both visual and functional cohesion. It is a key area for the city's future development, offering an opportunity to blend mixed-use development with recreational access, such as integration with the nearby Rail Trail. However, the existing conditions—marked by car-oriented businesses and underutilized surface parking lots—call for a more structured approach to zoning and land use. We believe the city's goal should be to create a corridor that not only supports diverse housing options and businesses, but also contributes to the community's identity through thoughtful design and connectivity.

The proposed recommendations focus on transforming Fishkill Avenue into a dynamic, mixed-use corridor that encourages a variety of uses, from office spaces to restaurants and multi-family housing, while also preserving neighboring residential neighborhoods. Key elements of this transformation include zoning updates to better reflect these goals, the gradual phasing out of auto-centric uses, and a focus on pedestrian- and cyclist-friendly infrastructure, including continuous sidewalks and street trees on both sides of Fishkill Avenue. Attention will also be given to maintaining the aesthetic character of Beacon, ensuring that any new buildings blend into the existing environment, particularly along areas with unique views of Mount Beacon.

As redevelopment unfolds, special consideration should be given to specific sites along the corridor, including the Tallix and "The Yard" properties, which may offer opportunities for infill development. Additionally, efforts will be made to preserve the residential integrity of Mead Avenue while allowing for supportive commercial uses that enhance the corridor without overwhelming the neighborhood. Traffic calming measures, shared access arrangements, and green spaces will be key elements in creating a seamless transition between different types of land uses, which can enable Fishkill Avenue to become a thriving, integrated part of Beacon's broader vision.

Goal: Guide the evolution of Fishkill Avenue into a vibrant, mixed-use corridor that promotes walkability, bikeability, and integration with Rail Trail, supports diverse housing and business types, and reflects Beacon's design character. The following recommendations apply specifically to the "Mixed-Use General" area identified in Appendix A. Future Land Use

Recommendations & Policies:

1. **Create a new zoning district** ("Fishkill Avenue – FA District") or extend the General Business (GB) District to the "Mixed-Use General" area identified in the Future Land Use Map

2. Update zoning for the corridor to achieve the following:
   a) **Support a variety of uses** such as office, retail, multi-family housing (as part of mixed-use buildings or as stand-alone uses), restaurants, recreation, health care, etc.
   b) **Prevent over-concentration** of any single use to retain a dynamic land use mix and critical mass of services and businesses.
   c) **Prohibit drive-through** restaurant/fast food facilities and self-storage businesses.
   d) **Limit or gradually phase out autocentric uses** such as gas stations, auto-repair, car sales, etc.
   e) **Allow building heights up to four stories** throughout the corridor, provided that the fourth story is recessed to reduce visual impact. Consider limiting building height to three stories in areas identified in the Public Viewshed Map (Appendix B) to preserve key and unique views of Mount Beacon.
   f) **Reduce pedestrian conflicts and preserve streetscape continuity** by minimizing curb cuts, encouraging parking to the side and rear of buildings, supporting shared parking arrangements, and incentivizing underground or structured parking through density bonuses
   g) **Require reduced front yard setbacks from 15 ft. to 10 ft.** as noted in Appendix D to create a consistent and active building street wall along the frontage line and allow more area open to development.

3. **Continue evaluating the Tallix and "The Yard" site** for inclusion in the updated mixed-use land use framework and to assess its potential for infill development. Given the presence of existing buildings and the irregular configuration of the site, flexible zoning provisions will be critical to enable adaptive reuse and support a range of redevelopment scenarios.

4. Support the continued use of the parcels on Mead Avenue at the corner of Conklin Street and Townsend Street as accessory to commercial development along Fishkill Avenue, while preserving the residential character and residents of Mead Avenue.



Figure 5. Aerial of Mead Avenue

Specifically:

a) **Limit allowable uses** on these parcels to accessory functions such as parking, urban greening/landscaping, substantial stormwater management infrastructure, and loading areas that support the redevelopment of commercial and mixed-use properties along Fishkill Avenue.

b) **Require context-sensitive design** for any future improvements, with specific attention to minimizing impacts on Mead Avenue residents. Measures should include landscape buffering, screening, lighting controls, enhanced storm drainage, traffic-calming features (e.g., speed bumps), and appropriate setbacks to create transitional edges or pocket green spaces.

c) **Allow limited expansion of commercial or mixed-use development** onto these parcels only when it supports Fishkill corridor redevelopment and adheres to clear compatibility standards, including building scale and orientation, pedestrian and vehicular access management, and transitions to adjacent residential uses.

d) **Prohibit new curb cuts on residential streets** and prioritize shared access from Fishkill Avenue or internal site circulation wherever feasible.

e) **Coordinate with the City's public works and transportation departments** to install appropriate street signage (e.g., stop signs, yield signs, "Children at Play" signage) and traffic-calming measures on Mead Avenue, Conklin, Townsend, and Desoto Streets, to mitigate potential impacts from increased traffic.

Segment C: Groveville Neighborhood

Background: The Groveville neighborhood in Beacon is rich in history, with its roots tracing back to the late 19th century when A.T. Stewart, a New York City dry goods magnate, transformed the area into a thriving carpet mill and worker community. The mill employed over 700 people in its prime and played a significant role in the local economy. Over the years, the property hosted various industrial tenants, and while the mill complex eventually went vacant, it was revitalized in recent years, preserving key historic elements such as the mill buildings, worker housing, and the active hydroelectric dam.

Today, Groveville retains much of its historic charm, with the original mill buildings now converted into apartments and the surrounding worker housing providing naturally occurring affordable housing. However, the neighborhood faces challenges with aging infrastructure, which limits its full potential. There is an opportunity for infill development within the area to enhance the neighborhood's walkability, bikeability, and connectivity to Beacon's broader mobility network, including the Rail Trail.

The goal for Groveville is to maintain its historic character while addressing the need for modern amenities and housing. Strategic infill development, improved infrastructure, and connections to nearby open spaces and trails will help transform Groveville into a vibrant, connected neighborhood that celebrates its past while supporting the future needs of the community.



Figure 6. Images of Existing Historic and New Structures in Groveville

Goal: Promote Groveville as a walkable, bikeable, historically sensitive, and connected neighborhood through connecting to Rail Trail, infrastructure, housing, and open space investment.

Recommendations & Policies:

1. **Refine and implement a proposed Groveville Historic District Concept** ("GHDC") identified in Appendix E.
   a) **Upgrade Groveville neighborhood roadway network** to City standards with sidewalks and trail connections.
   b) **Improve Groveville bridge** to enhance pedestrian and bicycling access to Liberty Street.
   c) **Integrate housing through higher density infill development** (requiring a zoning-enabling mechanism such as an overlay zone or other) and open space in a balanced manner, preserving key green areas and connections to the existing .
   d) **Coordinate with the Beacon-Hopewell Rail Trail design process** to ensure Groveville is well connected.
   e) **Encourage context-sensitive** design that celebrates and reflects the historic character of the Groveville neighborhood, incorporating both its industrial and residential architectural elements. New development should also draw inspiration from recent examples of adaptive reuse, where historic factory buildings have been converted into residential units and shared amenity spaces.

Topic A: Housing

Background: Beacon is experiencing high housing demand, which has led to increased pressure on affordability and existing neighborhoods. As the city grows, there is a clear need to expand housing opportunities while ensuring that affordability and the unique character of neighborhoods are maintained. This challenge is especially relevant in areas like the proposed mixed-use zone of Fishkill Avenue and Groveville, where infrastructure upgrades are needed to support future growth and development.

The goal is to expand housing options in these key areas while preserving the community's character and ensuring that new housing remains affordable. Expanding housing in these areas will provide opportunities for more diverse housing types, helping to meet demand without compromising the quality of life for existing residents. Targeted efforts in these areas include supporting multi-family housing as part of redevelopment proposals, such as at the Tallix site, and promoting infill housing that aligns with the planning concepts set forth in the Groveville Historic District Concept (GHDC).

Key to these efforts is maintaining affordable housing requirements across all zoning districts that permit multi-family housing. Additionally, identifying grant funding for infrastructure planning and affordable housing implementation will be crucial in addressing both housing needs and community sustainability in Beacon.

Goal: Expand housing opportunities in the mixed-use and Groveville areas of the corridor while improving affordability and neighborhood character.

Recommendations & Policies:

1. **Retain multi-family housing as a permitted use** within the "Mixed-Use General" area identified in the Future Land Use Map (Appendix A) and permit multi-family housing as a component of and future redevelopment proposals for the Tallix site.

2. **Promote infill housing in Groveville** consistent with the concepts developed in the GHDC Map (Appendix E)

3. **Maintain affordable housing requirements** (set-asides) across all zoning districts that permit multi-family housing, including any new FA District and Groveville.

4. **Identify grant funding for housing-supportive infrastructure** planning and implementation of affordable units.

Topic B: Environment & Open Space

Background: The Fishkill Avenue corridor runs parallel with Fishkill Creek, an important natural, historical and cultural asset within the City of Beacon that provides both ecological and aesthetic value. However, the corridor itself currently lacks quality public green spaces and greenery such as street trees, which limits its integration with the surrounding natural environment and reduces the quality of life for residents. Impervious surfaces and their impact on stormwater runoff and flooding were also noted issues.

The goal is to enhance the ecological integrity of the Fishkill Avenue corridor while creating more accessible green spaces for the community. This includes increasing public green spaces, incorporating street trees, and integrating green infrastructure solutions like porous pavement and grass-crete to manage stormwater. By focusing on these elements, the corridor can better connect to the Fishkill Creek and create a more sustainable, pedestrian-friendly environment.

Future developments, especially on sites like Camp Beacon and other potentially developable NYS-owned lands, should prioritize preserving the natural environment and incorporating green spaces. Additionally, encouraging shared or structured parking will reduce impervious surfaces, further enhancing the area's sustainability. By integrating these strategies, the Fishkill Avenue corridor can become a vibrant, environmentally conscious space that complements the Fishkill Creek while supporting the city's growth.

Goal: Enhance and protect open space and ecological integrity along the Fishkill Avenue corridor.

Recommendations & Policies:

1. **Incentivize green infrastructure** (e.g. porous pavement, grass-crete) through updated zoning code requirements.

2. **Support open space and conservation easements** as identified in the "Open Space/Conservation" area of the Future Land Use Map (Appendix A).

3. **Balance open space preservation with thoughtful development** when reviewing future proposals for the Camp Beacon site and other potentially developable NYS-owned lands.

4. **Promote shared or structured parking** to prevent single-use surface parking facilities and minimize impervious surface coverage associated with significant redevelopment projects.

Topic C: Aesthetics

Background: The Fishkill Avenue corridor currently lacks a cohesive and consistent visual identity, with its gateway appearance and overall corridor image feeling disconnected. Streetscape amenities are minimal, with limited landscaping and few elements designed to enhance the pedestrian experience. As the area continues to develop, it is essential to improve its physical appearance and ensure that the scenic character of Fishkill Avenue, particularly its views of Mount Beacon, is preserved.

Goal: Improve the physical appearance of Fishkill Avenue and preserve the area's scenic character, particularly viewsheds of Mount Beacon.

Recommendations & Policies:

1. **Coordinate enhanced gateway signage** and landscaping at the City of Beacon entrance near Prospect Street to strengthen the sense of arrival and improve visual character of the corridor. Currently the "Welcome to Beacon" signage is located approx. 1000 feet into the City's boarder.

2. **Identify appropriate locations for street trees and benches** within the Fishkill Avenue right-of-way and along private property boundaries that border existing or future public green spaces (rail trail; pocket parks, etc.)

3. **Emphasize urban greening techniques** within the city's site plan requirements to place more emphasis on street trees, benches, landscaping, and reduction of impervious surfaces on private development lots.

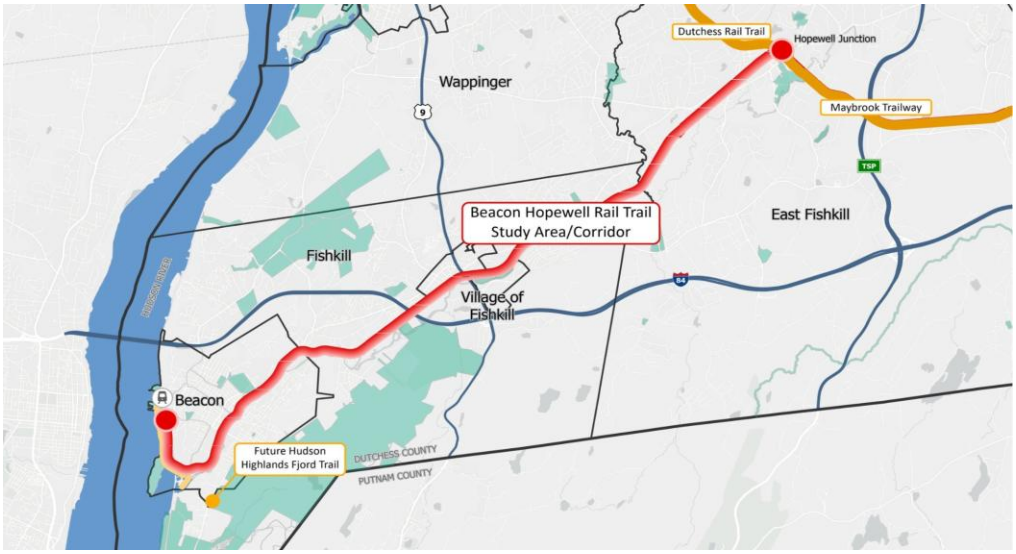
4. **Protect key viewsheds of Mount Beacon** as identified on the Public Viewshed Map (Appendix B) by requiring viewshed analysis during site plan review. Proposed development should be evaluated for its potential visual impact, and appropriate design measures should be incorporated to preserve or mitigate disruption to these significant public views.

5. **Collaborate with City Code Enforcement** to identify and implement strategies that ensure property owners maintain clean and orderly properties and vacate vehicles parked within the public right-of-way. This includes addressing excessive litter and vegetation overgrowth that encroaches on public sidewalks and negatively impacts neighborhood walkability and appearance.

Topic D: Beacon-Hopewell Rail Trail

Background: The Beacon-Hopewell Rail Trail is envisioned as a transformative 13-mile multi-use path extending from the Hudson River in Beacon to Hopewell Junction, connecting various communities and enhancing regional mobility. Currently under study by the Dutchess County Transportation Council (DCTC), the feasibility of this rail trail is being evaluated, with a final report expected in the summer of 2025. The study aims to assess existing conditions, identify challenges and opportunities, and develop design concepts for the trail.

The proposed trail alignment passes through or near industrial, mixed-use, and residential zones, including the Fishkill Avenue corridor and the Groveville neighborhood. Integrating the trail with these areas is essential to enhance connectivity, promote active transportation, and support local economic development.



Goal: Establish the Beacon-Hopewell Rail Trail as a regional and local amenity that enhances and supports the Fishkill Avenue corridor.

1. **Integrate the historic and architectural character of the Groveville** Historic District into the trail's design where applicable.

2. **Advocate for rail trail connections to Fishkill Avenue** and the Groveville neighborhood that align with the environmental, safety, and economic development goals of this Plan, and are consistent with potential locations identified on the Rail Trail Connections Map (Appendix C).

3. **Advocate for special design consideration at the Mill Street intersection** to reduce conflicts between trail users and vehicles turning into Groveville. Design strategies may include at-grade alternatives (intersection realignment, signalization,

raised crosswalks, etc.) or grade-separated alternatives (pedestrian/bicycle bridge,tunnel, etc.)



Figure 7. At Grade Rail Crossing at Mill Street (Left: From Fishkill Ave.; Right: From Mill St.)

4. **Develop regional parking strategies** through collaboration with the Town of Fishkill, Village of Fishkill, and Dutchess County to provide consolidated parking areas and encourage trail users to access nearby business districts.

Topic E: Transportation

Background: The Fishkill Avenue corridor is a critical route for both residents and businesses in Beacon, connecting various districts, including industrial, mixed-use, and residential areas. The corridor, however, has long been designed with a focus on vehicle traffic, rather than on pedestrians, cyclists, or other non-motorized users. While the area does not show a high rate of vehicle crashes according to available traffic incident data from Dutchess County and NYS DOT, concerns about speeding and aggressive driving have been observed, and the current infrastructure does not adequately support safe walking or cycling.

On-site walks and observations conducted by the committee reveal that the lack of pedestrian infrastructure along Fishkill Avenue contributes to a perception of the area being unsafe for walking. This is reflected in the low foot traffic observed on the corridor, which is significantly lower compared to other parts of the city. Additionally, narrow sidewalks and overgrowth often result in pedestrians and scooters utilizing the road shoulder rather than sidewalks. During public engagement sessions, "pedestrian safety" emerged as one of the most frequently voiced concerns from the community. This feedback underscores the need for better infrastructure that accommodates pedestrians and cyclists, encouraging safer and more active transportation options.

In response to these concerns, the committee has been actively formulating land-use and design recommendations aimed at transforming Fishkill Avenue into a more walkable, bikeable, and accessible corridor. These recommendations, when implemented over time, could support the evolution of the corridor into a space that safely accommodates all users. It should be noted that, following the committee's initial observations and analysis, the City made significant improvements to the sidewalks on the non-creek side of Fishkill Avenue, as well as to pedestrian crossings, during the summer of 2025 as the culmination of decades of planning. The committee strongly supports the vision of a complimentary sidewalk on the creek side of Fishkill Avenue.

The committee has also conducted a detailed analysis of the existing roadway and portions of the city-owned right-of-way that are currently underutilized, as a means to reclaim roadway space for sidewalks, street trees, bike lanes, and other amenities. However, feedback from the City Engineer and Dutchess County Planning raised important considerations regarding the feasibility of bike lanes and shared-use paths. Factors such as high traffic volumes, numerous driveways, and limited or inconsistent widths of right-of-way suggest that a more comprehensive engineering study is needed to ensure that any improvements are safe, effective, and well-planned. Additionally, if the proposed Beacon-Hopewell Rail Trail advances as a premier protected bike facility, it was discussed that a dedicated bike lane along Fishkill Avenue may be redundant and could be reconsidered in light of broader connectivity goals. However, the committee was not unanimous in this

opinion and during the committee's last meeting in June 2025 a majority of committee members present votes in support of bike lanes on Fishkill Avenue.

The recommendations below reflect the committee's efforts to improve Fishkill Avenue, considering both current needs and future opportunities. By integrating community feedback, careful analysis, and expert input, the committee aims to create a safer, more connected corridor that better serves the needs of all residents and visitors.

Goal: Using Complete Streets guidelines, enhance Fishkill Avenue as a walkable, bikeable corridor with safe and efficient multi-modal transportation options.

Recommendations & Policies:

1. **Plan for intersection upgrades** at key locations (Delevan Avenue, Conklin Street, Townsend Street, Mill Street) in anticipation of increased pedestrian and cycling activity on the creek/mountain side of Fishkill Avenue.

2. **Evaluate design options at the Mill Street intersection** to improve safety and reduce conflicts. Potential measures may include a raised crosswalk, speed table, pedestrian-activated rapid flashing beacons (RRFB), and digital speed signs.



Figure 8. (Left) Existing Intersection at Mill Street (Right) Example of RRFB

3. **Reduce the number of individual curb cuts along Fishkill Avenue** by encouraging ingress/egress via side streets, shared parking arrangements, and interior site connections during site plan review.

Goal: Establish Fishkill Avenue as a corridor offering alternative modes of travel and regional transit connections.

Recommendations & Policies:

1. **Engage a consultant to develop a bicycle connectivity plan** that strengthens local and regional mobility. The plan should:
   a) **Collaborate with regional partners**, including the Town and Village of Fishkill, Dutchess County, and NYSDOT;

b) **Coordinate with nearby trail initiatives,** such as the Beacon-Hopewell Rail Trail and Fjord Trail.
c) **Identify key bicycle connections to future redevelopment sites,** including a future link from Route 9D—potentially through the Downstate Correctional Facility redevelopment site or via the existing tunnel connecting the Camp Beacon site to Dutchess Stadium.
d) **Investigate the feasibility of protected bike lanes on Route 52** right-of-way (see Appendix D)

2. **Continue leveraging City land-use approvals** in a redevelopment scenario (e.g., Planning Board, City Council) to secure trail easements to Rail Trail and Greenway Trail from private developments.

3. **Pursue both short- and long-term strategies** for Complete Street improvements along Fishkill Avenue in anticipation of future redevelopment and rail trail connectivity:



Figure 9. Sidewalk obstructions, narrow shoulder, and storm grates make difficult conditions for pedestrians and cyclists along Fishkill Avenue

a) **Short-term:** Develop guidelines to accommodate future sidewalk installation on a site-by-site approach, via mechanisms such as:
   - A "sidewalk bank" to allow space in the right-of-way to remain undeveloped, allowing for a longer-term development strategy.
   - Relocation of site elements (buildings, parking, utilities, etc.) out of the right-of-way on the non-creek/mountain side.

b) **Long-term:** Prepare for capital or grant-funded infrastructure upgrades that incorporate:
   - ADA-compliant sidewalks on the creek/mountain side (non-creek side sidewalk upgrades planned for Spring/Summer 2025);
   - Utilization of bicycle-compatible at-grade storm-drain grates.

- Review of an array of bike facilities and infrastructure that factor in localized and regional existing and future bike patterns/bike usage
- Review of bus transit services with consideration of enhanced routing, frequency, and stop locations to support corridor growth.

4. **Study potential intersection improvements** and address limited sight distances for vehicles turning from Prospect Street onto Route 52 heading westbound.

5. **Continue evaluating the feasibility of a new connector road** from Matteawan Road to Fishkill Avenue, or if possible extending an existing street for such a connection. If possible, use existing roads, such as Prospect, instead of creating a new one (see Appendix F). Ensure that designs incorporate the following principles:
   - Minimize environmental impacts to slopes, wetlands, and tree cover;
   - Incorporate pedestrian and cycling infrastructure;
   - Align with Beacon-Hopewell Rail Trail planning;
   - Factor in proximity to the existing Mill Street intersection, which has a larger volume of vehicular and pedestrian activity than any other intersection in the corridor.

Topic F: Regional Coordination

Background: As multiple external planning efforts are currently underway, including the redevelopment of the Downstate Correctional Facility site and Dutchess County's rail trail plans, it is essential that the City of Beacon's planning initiatives align with these broader regional efforts. Coordination with adjacent jurisdictions and agencies is crucial to ensure that Fishkill Avenue's development is in sync with these initiatives and that the city's goals are reflected in regional plans. The city's planning process must not only respond to these ongoing projects but also anticipate and influence them to advocate for local interests and ensure that future development enhances the city's character and infrastructure.

Goal: Ensure Fishkill Avenue planning is responsive to, and integrated with, broader regional development and infrastructure initiatives.

Recommendations & Policies:

1. **Engage with the State in the Downstate Correctional Facility redevelopment** process, particularly traffic and trail connections.
    a. Study potential for direct connection of Downstate development under I-84 to City of Beacon, middle and high schools and Route 52, with complete streets infrastructure and more urban housing design
    b. Study potential for roundabout or other improvement at the intersection of Route 52 and Red Schoolhouse Road.
    c. Provide multi-modal access to Route 52, with an emphasis on bicycling infrastructure.

2. **Designate FACC liaisons** to participate in regional planning processes for the Beacon-Hopewell Rail Trail, Camp Beacon, and others.

3. **Reflect FACC recommendations in the City's Comprehensive Plan Update** to ensure long-term alignment with local regional efforts.

Appendices

A. Future Land Use Map

B. Viewshed Map

C. Potential Rail Trail Connections

D. Public ROW Diagrams & Comments

E. Groveville Historic District Concept

F. Matteawan Road Connection to Fishkill Avenue

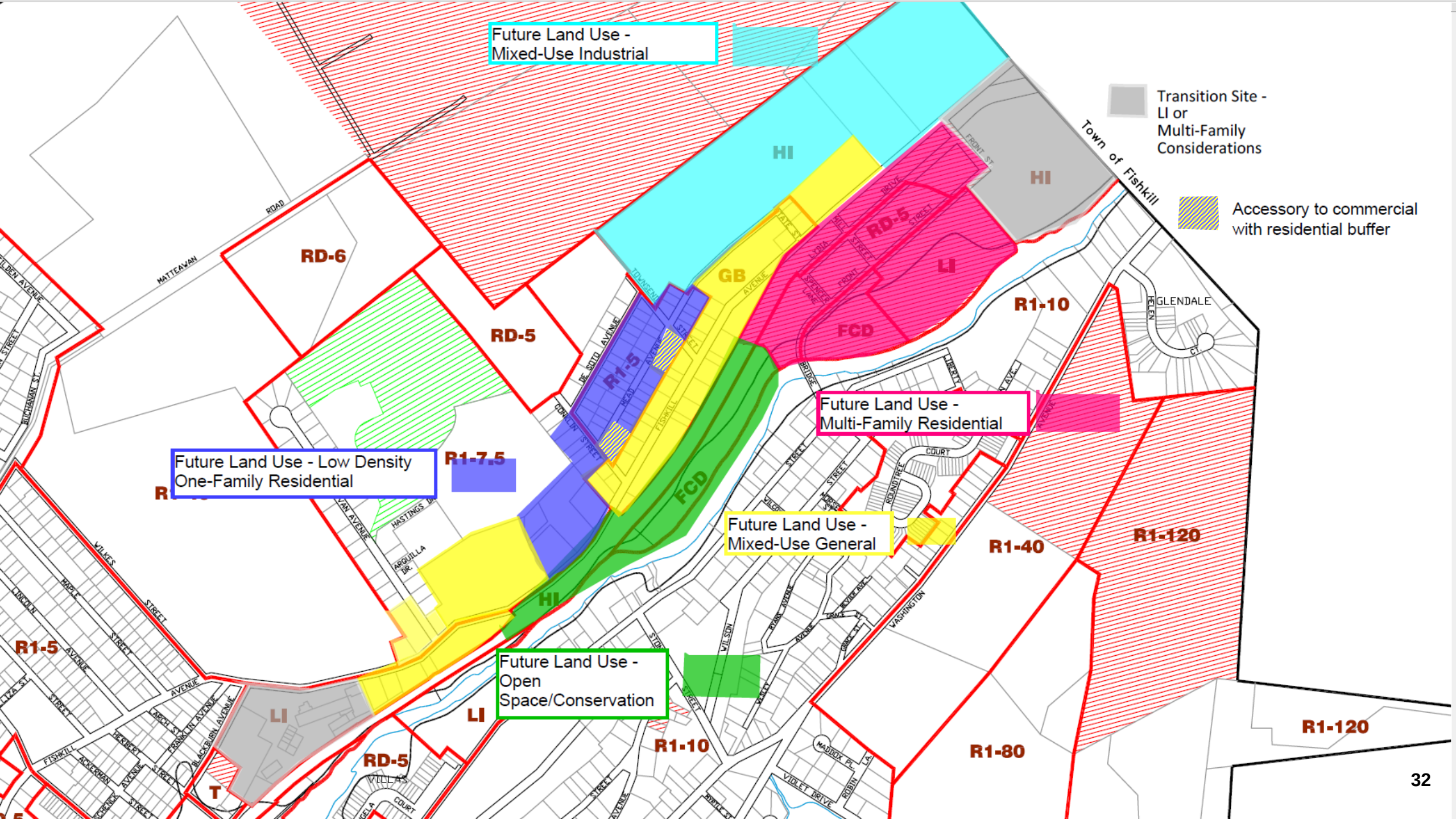
G. Community Workshop Summary & Presentation

G1. Community Feedback from Pop-Up Events & Online Survey

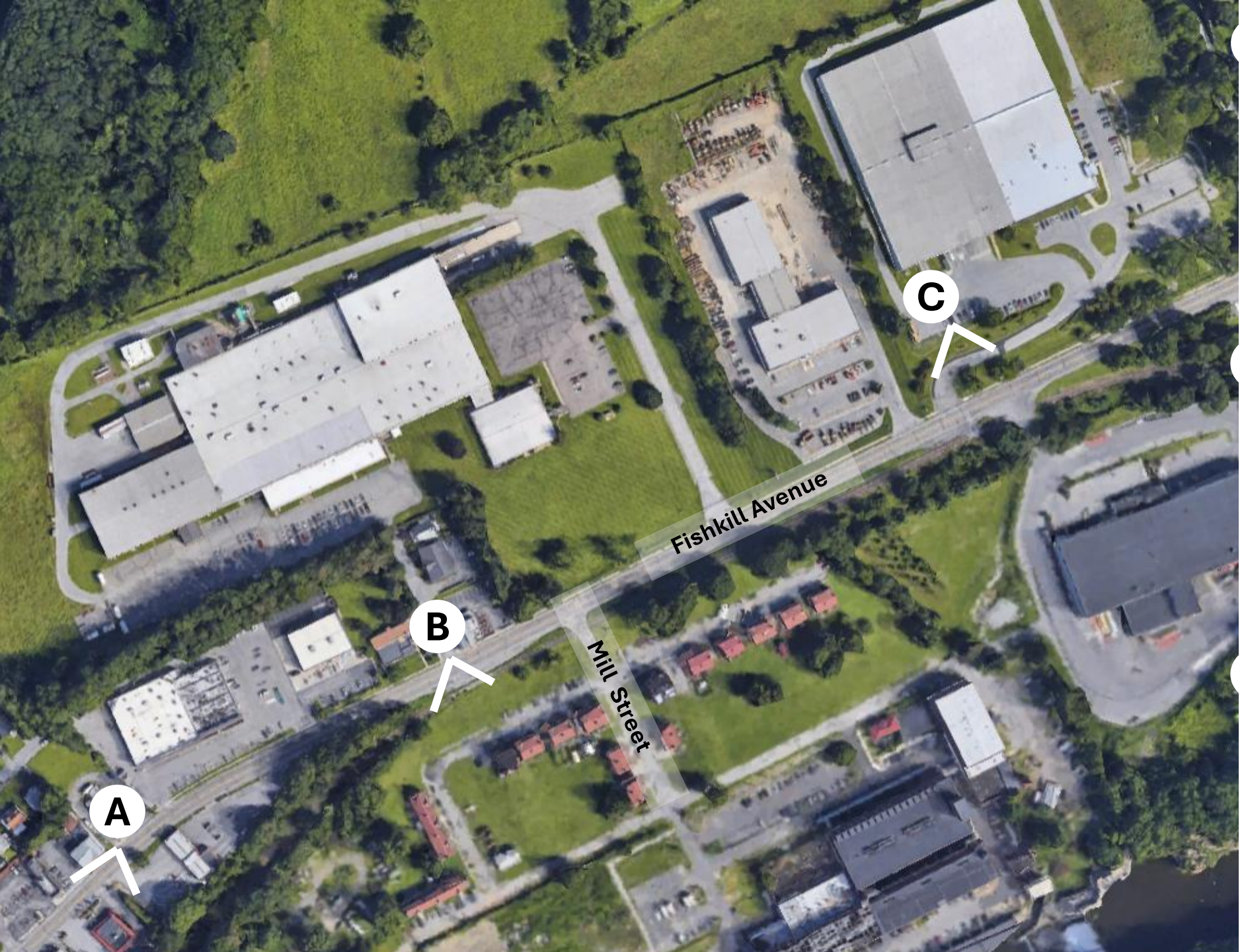
H. Committee Member Biographies

I. Memorandum from Mayor Kyriacou Regarding Fishkill Avenue Corridor Ad Hoc Committee, dated 27 November 2023, minor revisions 6 December

Appendix A
Future Land Use Map


Future Land Use - Mixed-Use Industrial
Transition Site - LI or Multi-Family Considerations
Accessory to commercial with residential buffer
Future Land Use - Multi-Family Residential
Future Land Use - Low Density One-Family Residential
Future Land Use - Mixed-Use General
Future Land Use - Open Space/Conservation
Town of Fishkill
HI
GB
LI
FCD
RD-6
RD-5
R1-5
R1-7.5
R1-10
R1-40
R1-80
R1-120
T
MATTEAWAN ROAD
GLENDALE
VILLAS

Appendix B
Viewshed Map



A Mt. Beacon from Red Pepper Diner, Opposite Foam & Wash



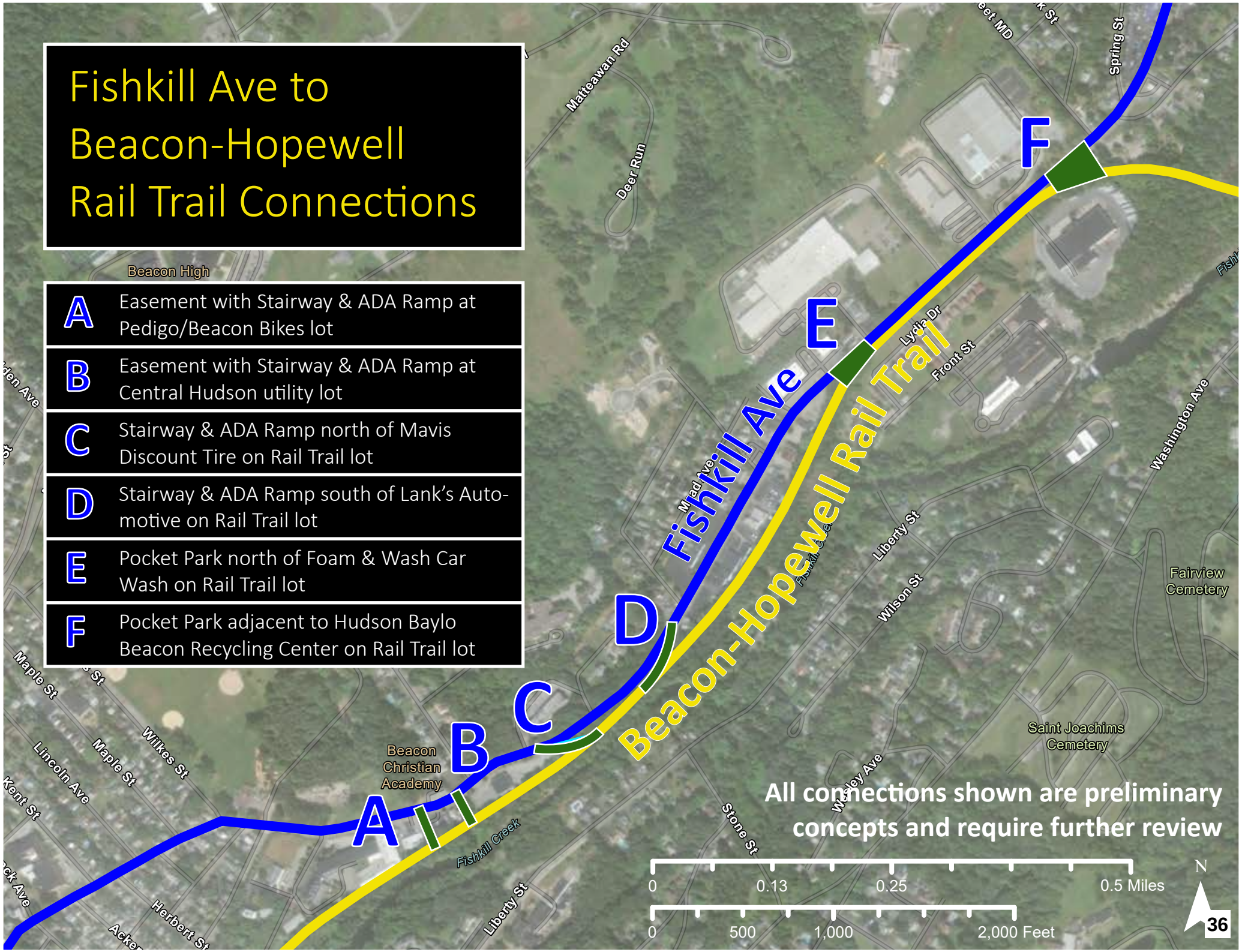
B Mt. Beacon from State Street, Opposite Groveville



C Mt. Beacon from Industrial Arts Parking Area



Appendix C
Potential Rail Trail Connections


Fishkill Ave to
Beacon-Hopewell
Rail Trail Connections
A Easement with Stairway & ADA Ramp at Pedigo/Beacon Bikes lot
B Easement with Stairway & ADA Ramp at Central Hudson utility lot
C Stairway & ADA Ramp north of Mavis Discount Tire on Rail Trail lot
D Stairway & ADA Ramp south of Lank's Auto-motive on Rail Trail lot
E Pocket Park north of Foam & Wash Car Wash on Rail Trail lot
F Pocket Park adjacent to Hudson Baylo Beacon Recycling Center on Rail Trail lot
Fishkill Ave
Beacon-Hopewell Rail Trail
Matteawan Rd
Deer Run
Spring St
Lydia Dr
Front St
Washington Ave
Liberty St
Wilson St
Fairview Cemetery
Saint Joachims Cemetery
Wesley Ave
Stone St
Beacon High
Beacon Christian Academy
Fishkill Creek
Maple St
Wilkes St
Lincoln Ave
Kent St
Herbert St
All connections shown are preliminary concepts and require further review
0 0.13 0.25 0.5 Miles
0 500 1,000 2,000 Feet
N
36

Existing Sidewalk

New Sidewalk

Option A

ADA Ramp

Easement

Option B

Easement

Stairway



View to Rail Trail at Connection B

Stairway

ADA Ramp

A	Easement with Stairway & ADA Ramp at Pedigo/Beacon Bikes lot
B	Easement with Stairway & ADA Ramp at Central Hudson utility lot



View to Rail Trail at Connection D

Option D

ADA Ramp

Stairway

Existing Sidewalk

Option C

ADA Ramp

New Sidewalk

Stairway

C	Stairway & ADA Ramp north of Mavis Discount Tire on Rail Trail lot
D	Stairway & ADA Ramp south of Lank's Automotive on Rail Trail lot

E Pocket Park north of Foam & Wash Car Wash on Rail Trail lot



View to Rail Trail at Connection E

Option E

Existing Sidewalk

New Sidewalk

Pocket Park

F Pocket Park adjacent to Hudson Baylo Beacon Recycling Center on Rail Trail lot



View to Rail Trail at Connection F

Option F

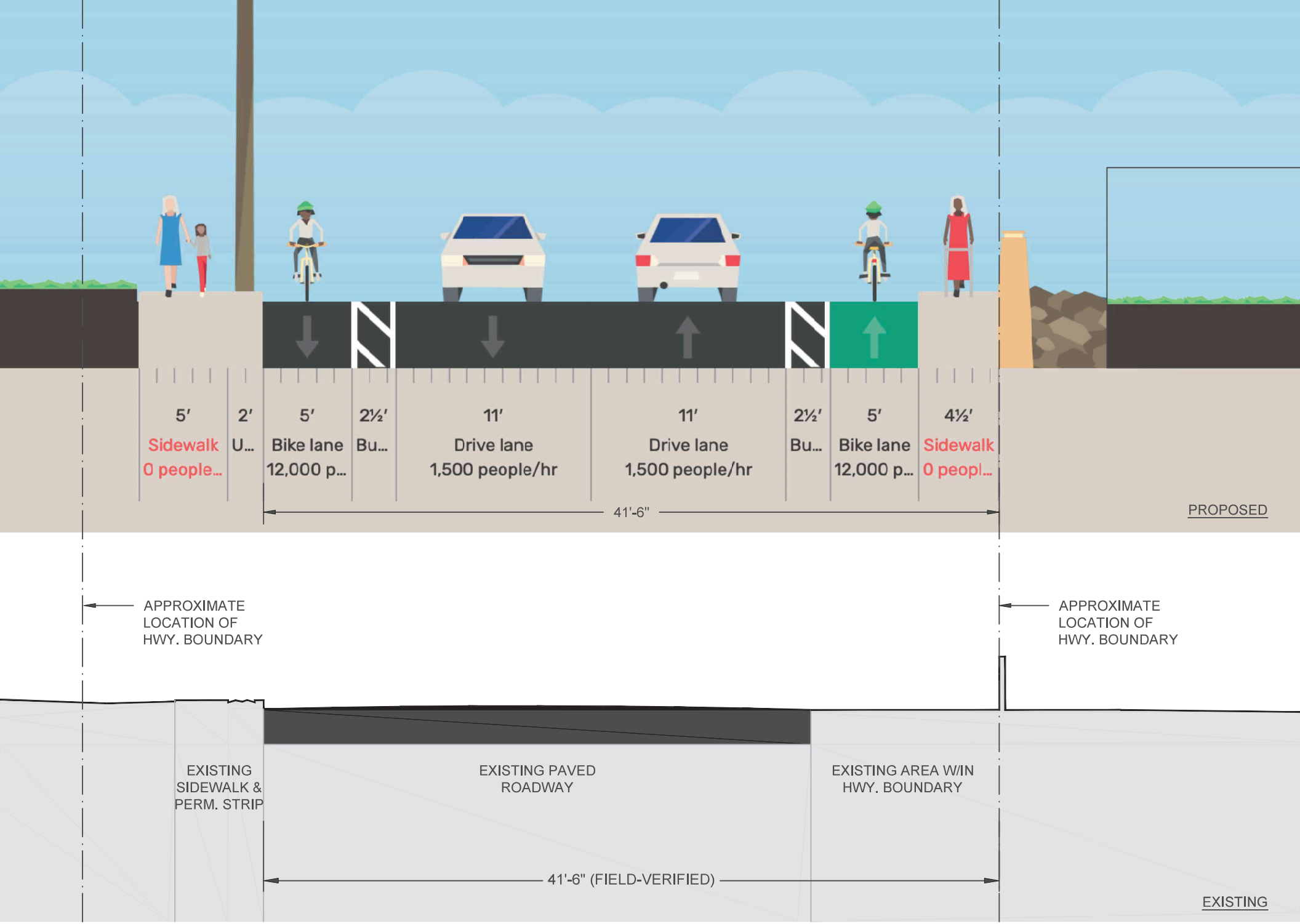
Existing Sidewalk

New Sidewalk

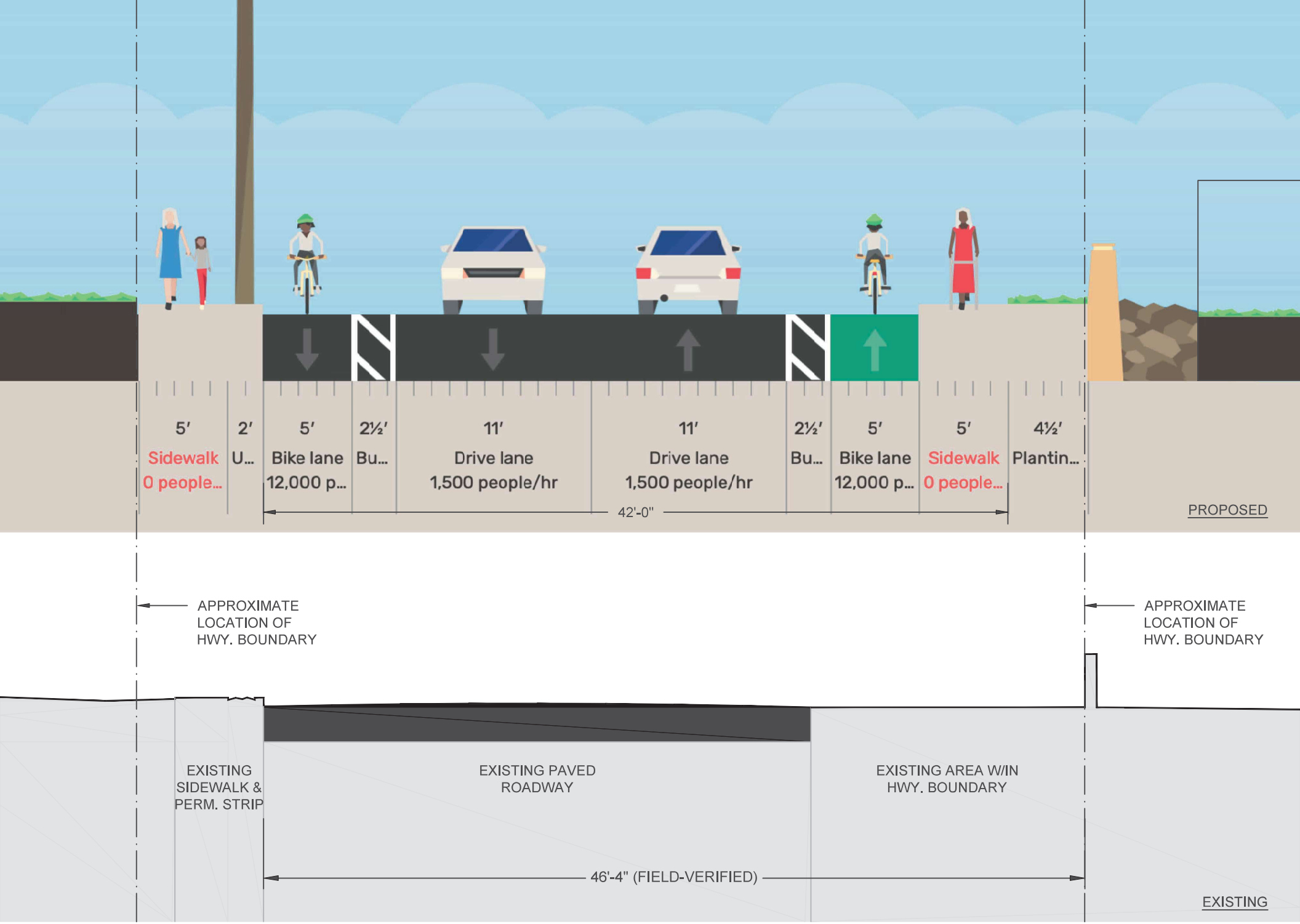
Pocket Park

Appendix D
Public ROW Diagrams & Comments

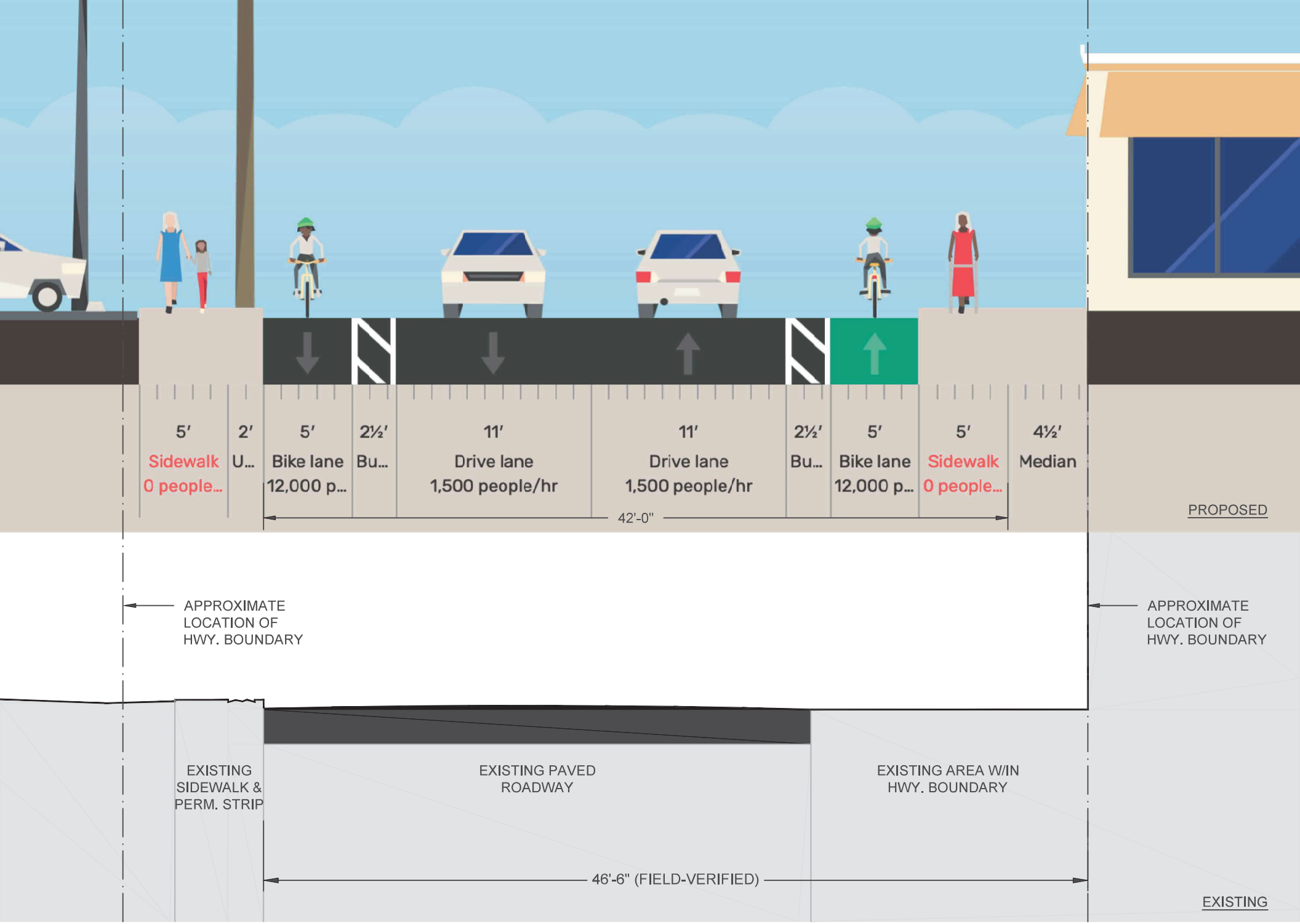

AA
BB
CC
DD
EE
FF
GG
HH
II
JJ
KK
LL
ROBERT CAHILL DR
DELAVAN AV
HASTINGS DR
ARQUILLA DR
DALLAS PL
TR KILL AV
LIBERTY ST
COOK LN
TOWNSEND ST
DESOTO AV
MEAD AV
STATE ST
LYDIA DR
SPENCER LN
BRIDGE ST
WILSON ST
WILCOX ST
GRACE ST
RYANS AV
WESLEY AV
WASHINGTON AV
STONE ST
MEADOWRIDGE CIR
TEAWAN RD



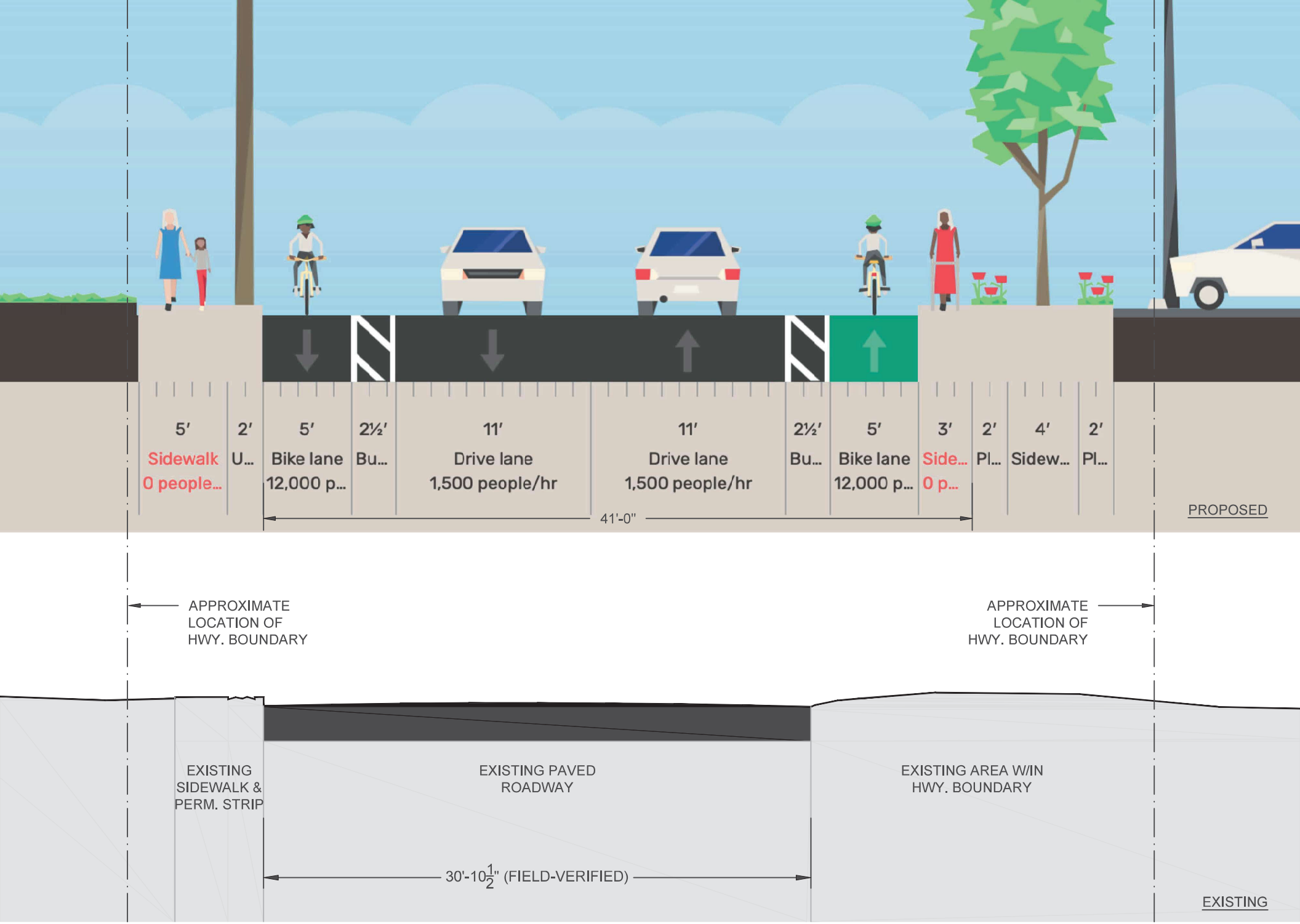
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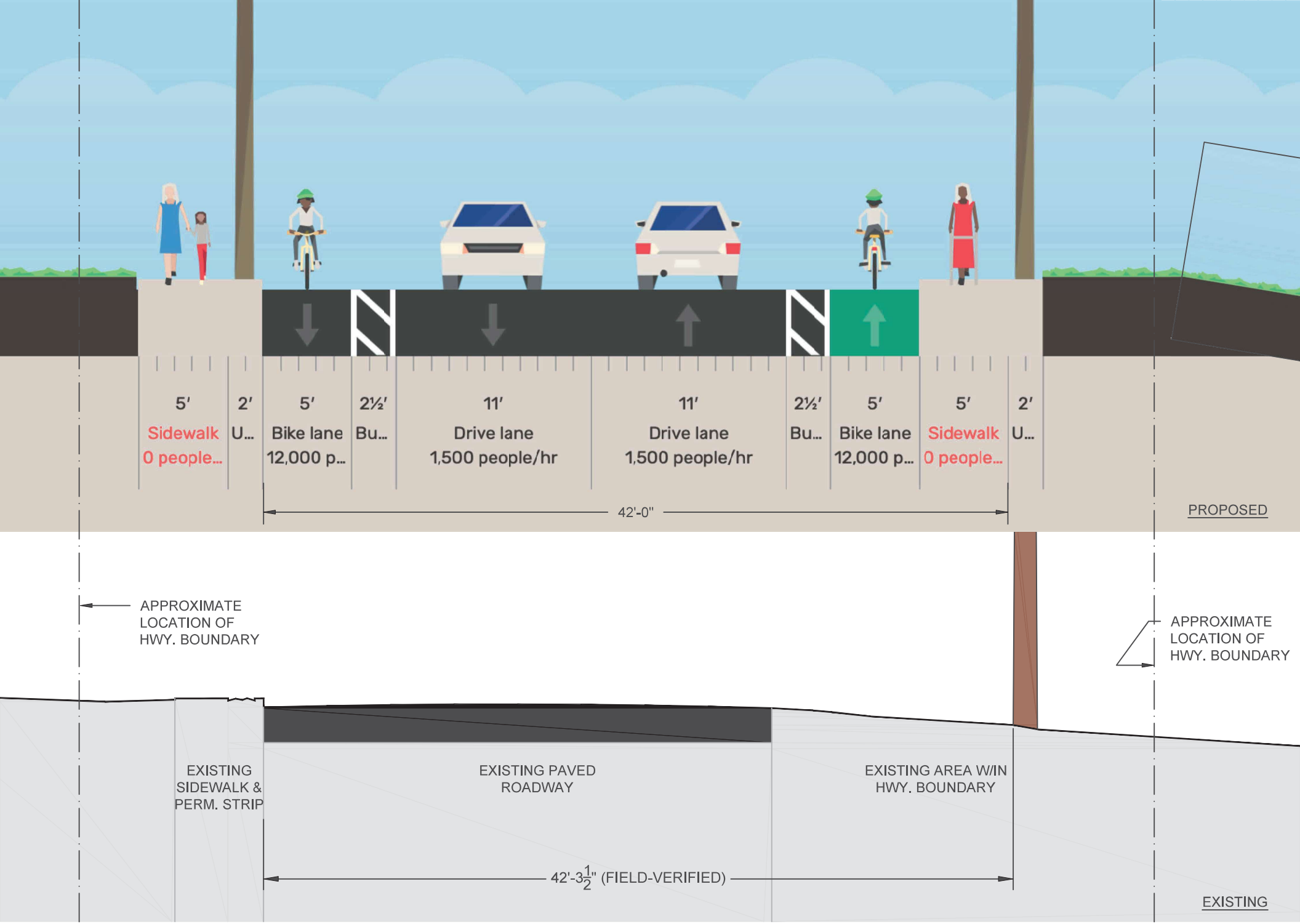
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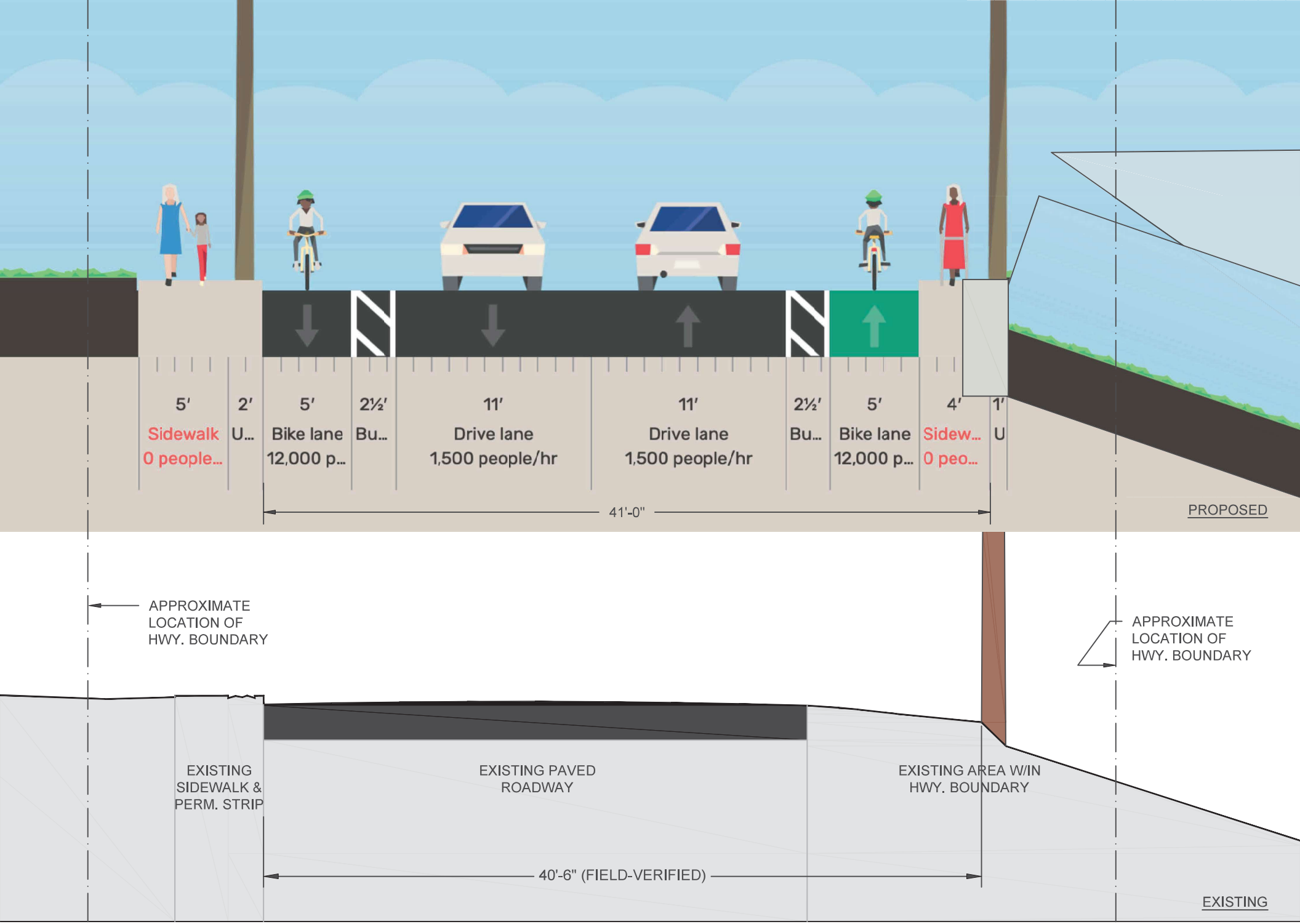
SECTION CC PEDEGO



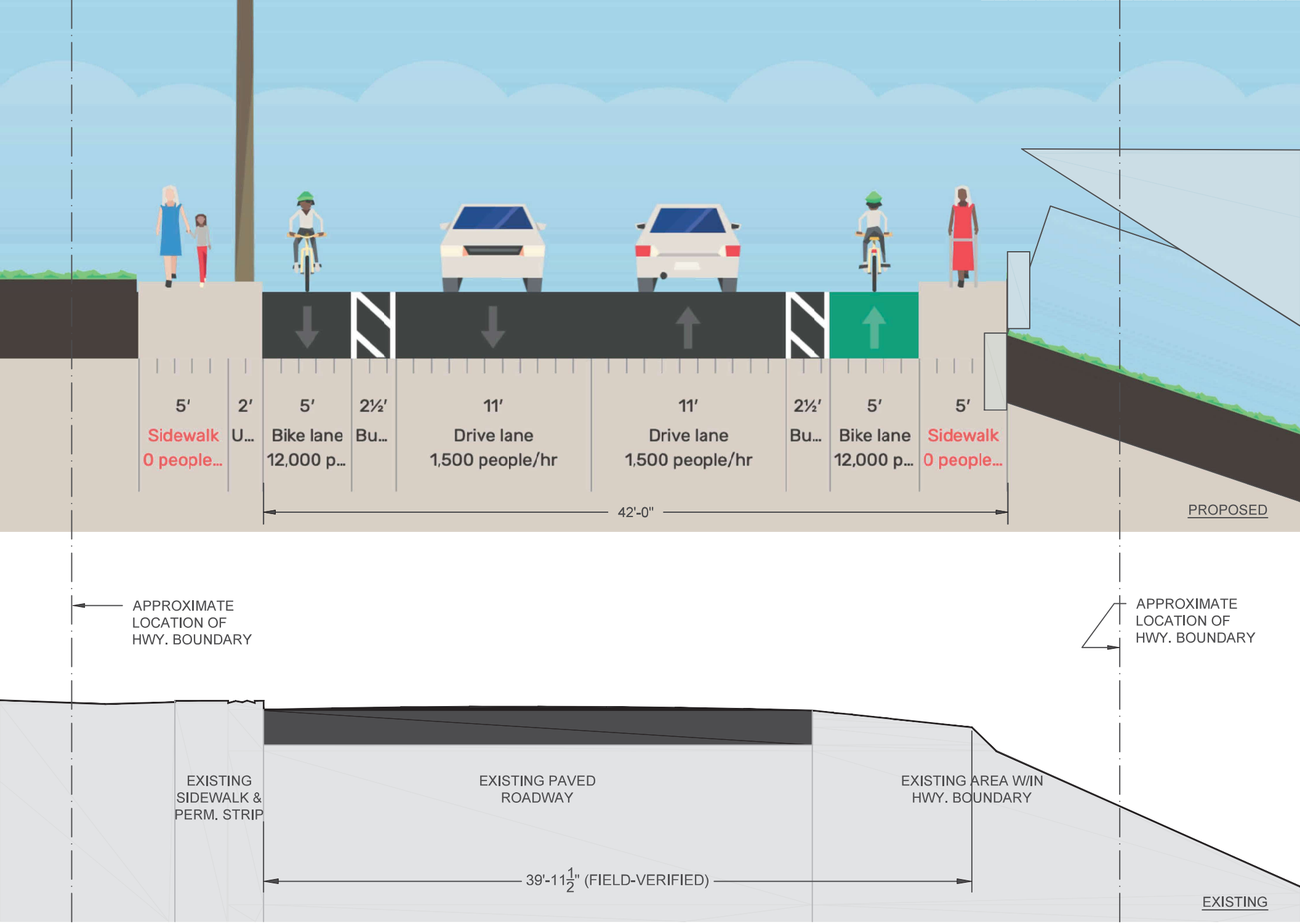
SECTION DD MAVIS



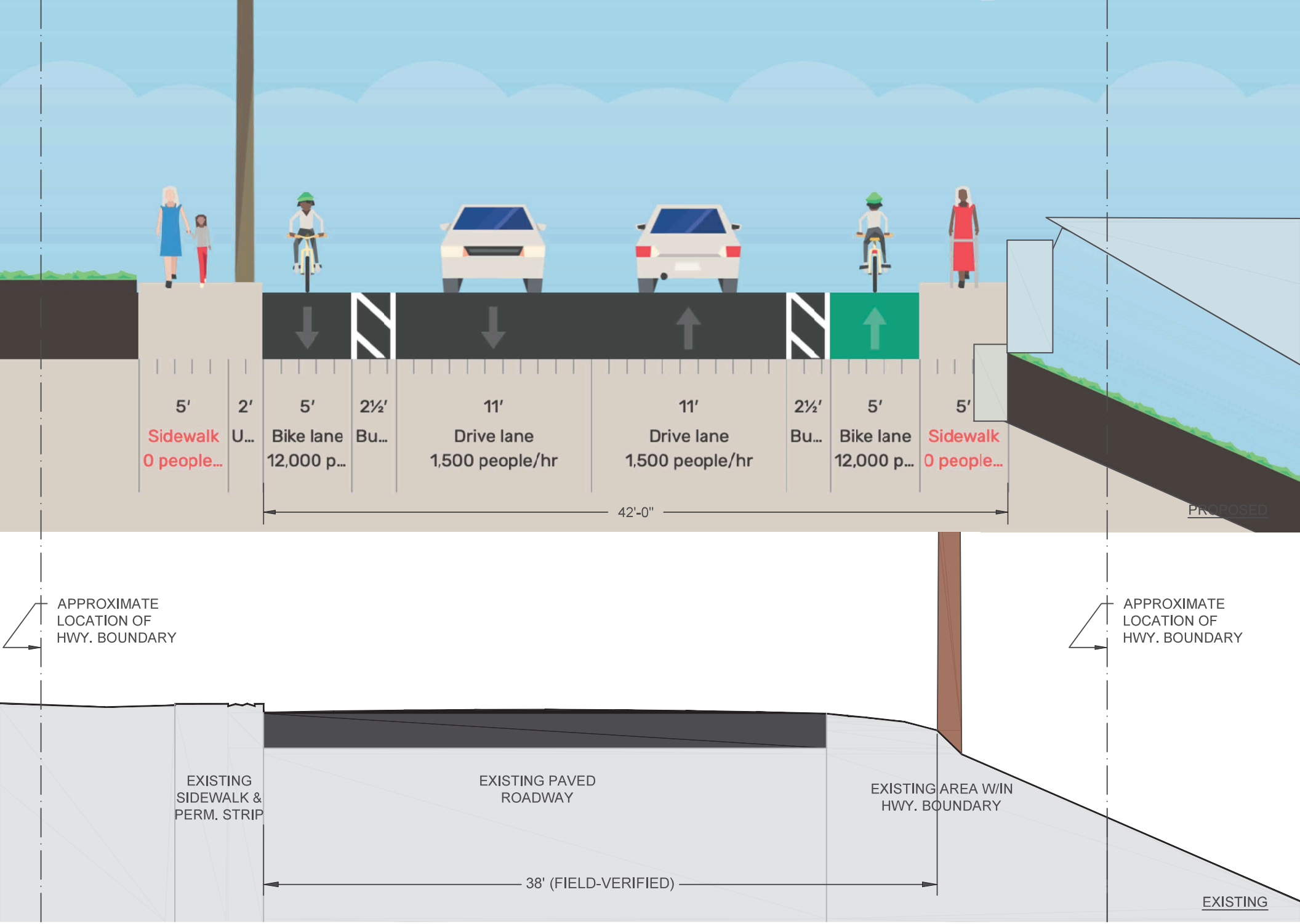
SECTION EE HEDGEWOOD



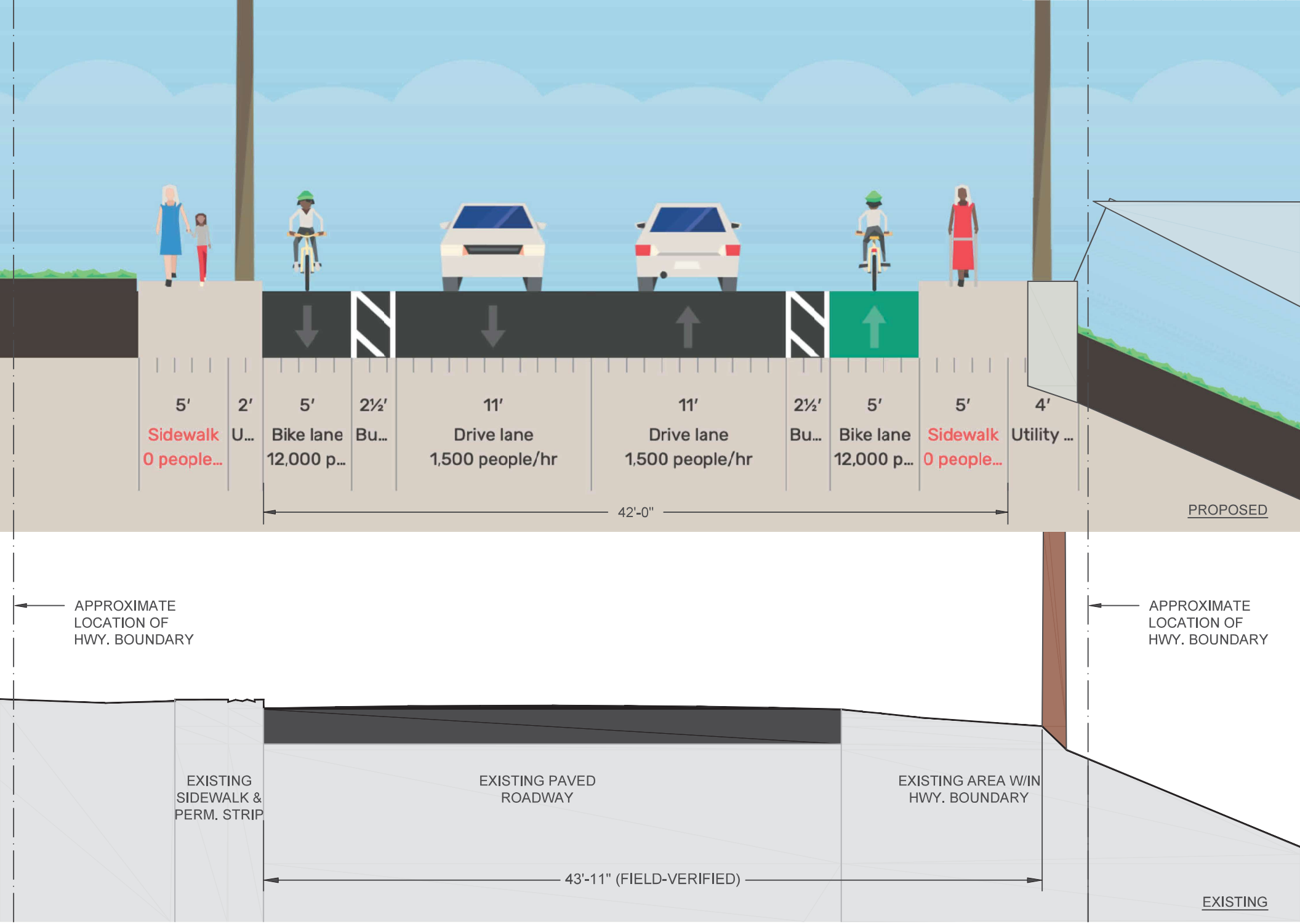
SECTION FF HEDGEWOOD



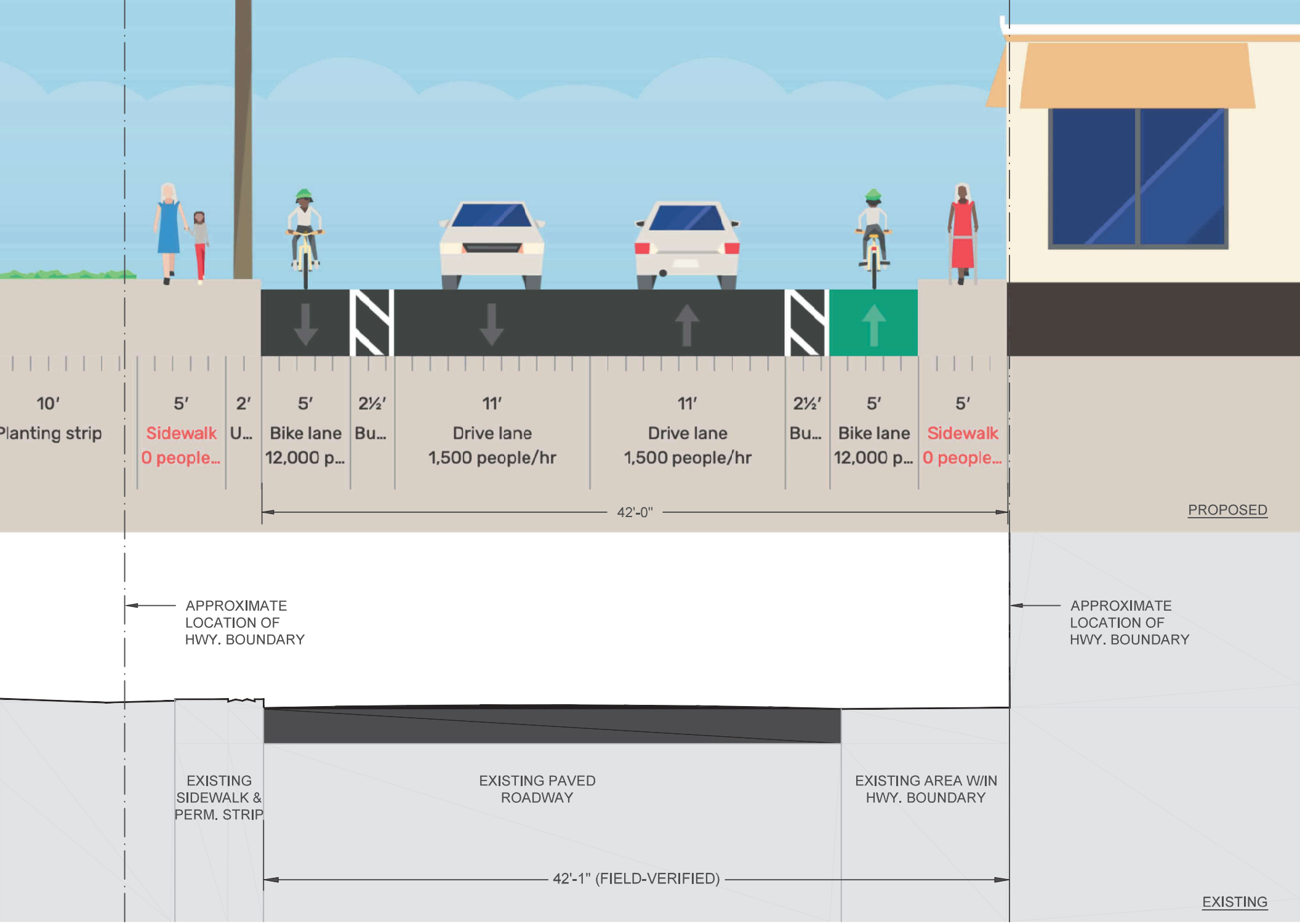
SECTION GG HEDGEWOOD



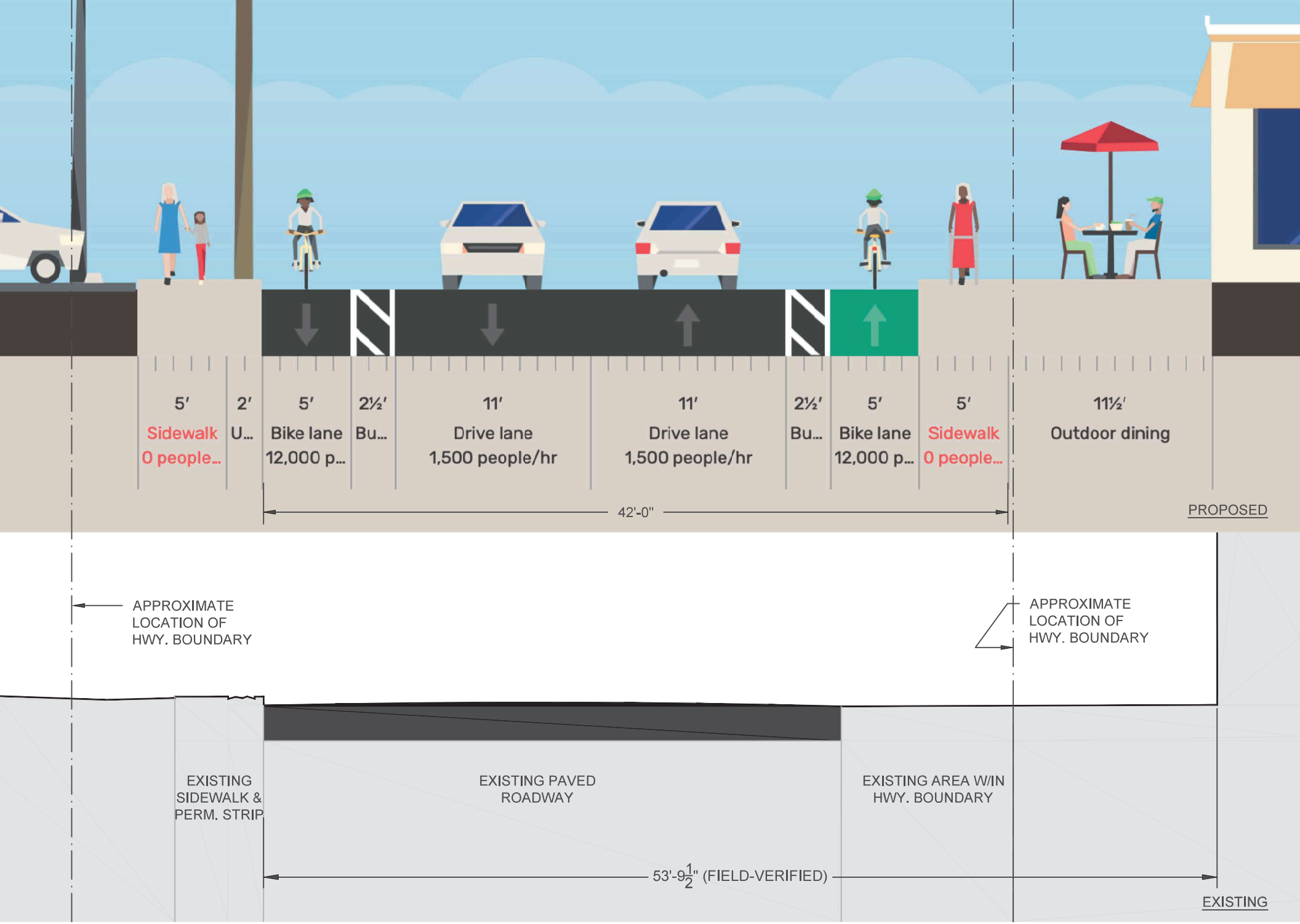
SECTION HH HEDGEWOOD



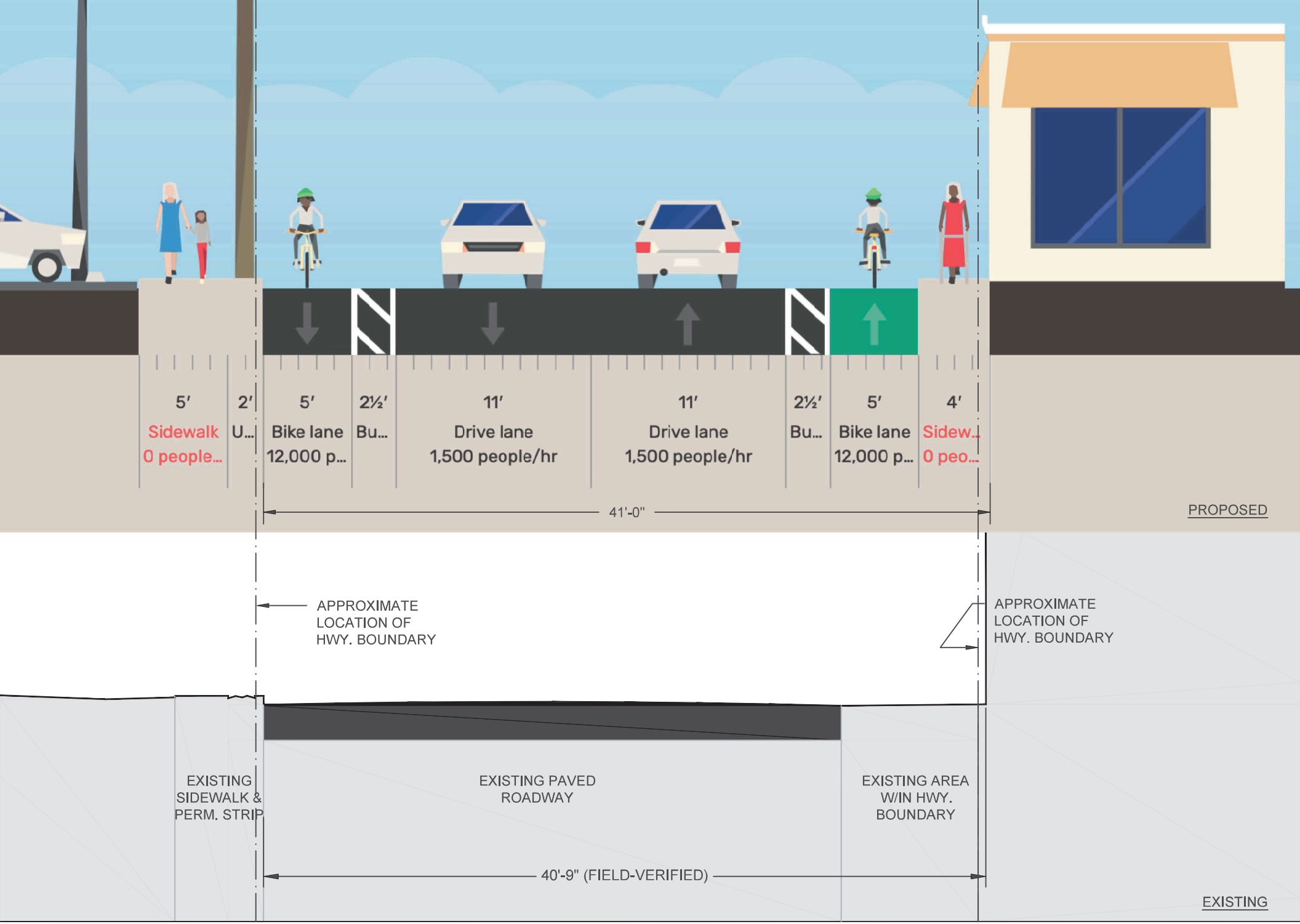
SECTION II HEDGEWOOD



SECTION JJ LANKS



SECTION KK LAUNDROMAT



SECTION LL CAR WASH

Preliminary Comments

from

Dutchess County Planning Commissioner

and

City of Beacon Engineer

From: "Wrafter, Eoin" <ewrafter@dutchessny.gov>

Subject: RE: Attached Image

Date: August 12, 2024 at 1:53:55 PM EDT

To: Lee Kyriacou <mayor@beaconny.gov>

Cc: "Dozier, Emily" <edozier@dutchessny.gov>, "Debald, Mark" <mdebald@dutchessny.gov>, "Tuttle, Dylan" <dtuttle@dutchessny.gov>, "natalie@karcpc.com" <natalie@karcpc.com>, "cwhite@beaconny.gov" <cwhite@beaconny.gov>, "cityofbeacon@beaconny.gov" <cityofbeacon@beaconny.gov>, "J.C. Calderon" <jc@calderonarchitecture.com>

Lee,

The perspective of County Planning staff is that given space constraints, the number of conflict points, and hopefully the eventual adjacent rail trail, proper sidewalks (with buffers, curbs, ADA-compliant width, etc.) are a more appropriate treatment for the Fishkill Avenue corridor than a shared-use path. The characteristics of the corridor would make a shared-use path very difficult and expensive to construct, and particularly given the proximity of the potential future rail trail, the City may find that it does not make sense to commit those substantial resources to a shared-use path in this location.

More specifically, in the area between Conklin Street and Prospect Street, there are many small parcels, each of which is likely to have its own driveway even after redevelopment. Areas with that many conflict points are ill-suited to a shared use path. For a proper shared-use path (with a buffer to the curb, 8-10 foot width, and additional buffer between the path and any development) right-of-way acquisition would almost certainly be necessary, dramatically increasing the cost and complexity of the project. Our suggestion here would be to reconstruct the north side sidewalk with proper curbs and landscaped buffers and to construct a new sidewalk on the south side with curbs and buffers. On the south side, where there are no power lines, street trees could be planted in the buffer between the sidewalk and the road to increase the safety of people walking and visually narrow the street to slow traffic.

The north side of Fishkill Avenue between Wilkes Street and Conklin Street is better suited to a path in that there are far fewer conflict points and potentially more right-of-way, but it presents serious slope challenges. Without substantial engineering, a path would likely need to be quite

narrow, at which point the benefit of a path over a sidewalk is largely lost. Drainage from the slope is also likely to quickly ravel an asphalt path. Our suggestion here would be to reconstruct the north-side concrete sidewalks, making them as wide as feasible given the space constraints. On the south side, utility pole locations, and some slopes could make a sidewalk challenging, but that should be studied and constructed if/where feasible.

Eoin

Eoin Wrafter, AICP
Commissioner
Dutchess County Planning & Development
85 Civic Center Plaza, Suite 107
Poughkeepsie, NY 12601
Phone: (845) 486-3600 Fax: (845) 486-3610
Email: ewrafter@dutchessny.gov
www.dutchessny.gov

From: John Russo <jdr@lanctully.com>

Subject: Fishkill Ave - Bike Route

Date: September 27, 2024 at 5:20:58 PM EDT

To: "Lee Kyriacou (mayor@beaconny.gov)" <mayor@beaconny.gov>, Chris White <cwhite@beaconny.gov>

Cc: John Russo <jdr@lanctully.com>

Lee,

Sorry for the delay in getting back to you. I did recently take a quick look at Fishkill Avenue as to the installation of a bike lane along it, and question why a bike lane would be installed alongside a heavily traveled vehicle route.

Two other things I quickly noticed is that along a portion of Fishkill Avenue there is very little shoulder area before a steep bank that drops off towards the railroad bed below. The second would be the number of uncontrolled ingress/egress (turning movements) that occur along the commercial properties along Fishkill Avenue. I have attached two photographs showing both concerns that I mention.

It is unclear to me why we would want to compromise the safety of those biking when there is the possibility of a pedestrian/bike path being constructed on the old railbed below Fishkill Avenue, that is only 50± feet away from the road.

John Russo, P.E. CEO – Principal

Lanc & Tully Engineering and Surveying, P.C.

P.O. Box 687, Goshen, NY 10924

(845)294-3700 * Fax (845)294-8609

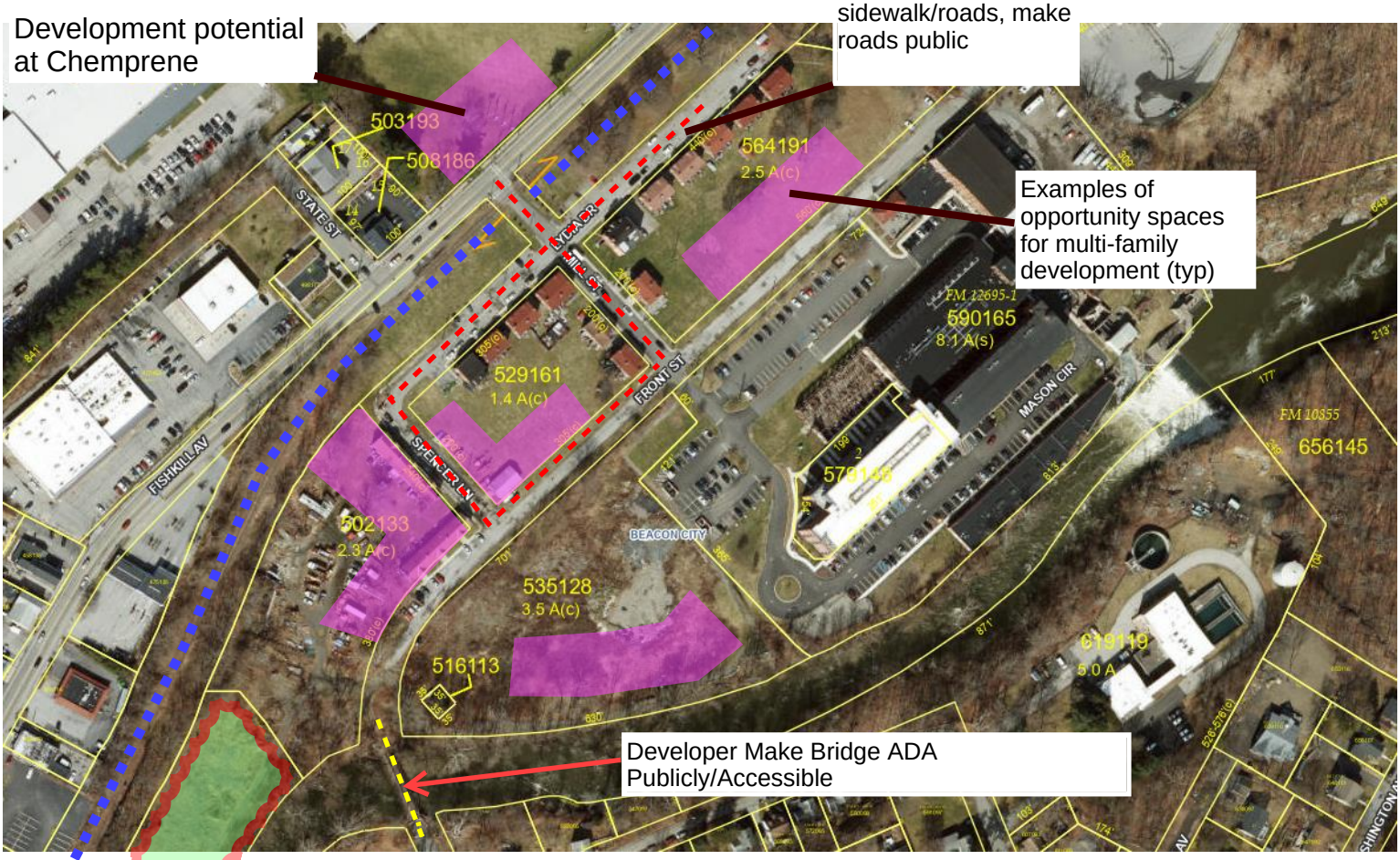
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Certified



Appendix E
Groveville Historic District Concept

Groveville Future Land Use - Public Improvements Concept



Appendix F
Matteawan Road Connection to Fishkill Avenue

Fishkill Avenue to Matteawan Road Access Road Concept

Option 2 Pros & Cons

Pro: City owned lot - no plot aquisition cost

Con: Proximity to correctional facility

Additional repairs to Prospect St.

FACC Proposal

Matteawan Rd. to Prospect St/ Fishkill Ave Connector

37 ft wide road with buffered bike lanes both sides

Lanc & Tully Current Proposal

Option 1 Pros & Cons

Pro: Location acceptable to Fishkill Correctional Facility

Con: Cost of partial plot acquisition due to private lots

Vehicular traffic may conflict with future Rail Trail pedestrian flow

ALT. #1

ALT. #2

ALT. #3

ALT. #4

PHEASANT PL

COUGHLIN DR

OLD FARM RD

DEER RUN

MATTEAWAN RD

BEACON CITY

OTHELIN DR

YORK ST

STEWART AV

ROUTE 52

STATE ST

FISHKILL AV

LYDIA DR

MILL ST

FRONT ST

SPENCER LN

MASON CIR

TOWNSEND ST

DESOTO AV

MEAD AV

MEADOWRIDGE CIR

LIBERTY ST

0 500 1,000 ft

Parcel Lines

Appendix G
Community Workshop Summary & Presentation

Fishkill Avenue Concepts Committee (FACC) Public Engagement Event – March 9, 2025

Summary

The Fishkill Avenue Concepts Committee (FACC) Public Engagement Event Summary presents comments received at the March 9, 2025 Public Workshop. The intent of the public workshop was for residents to inform the Committee of assets and challenges within the Fishkill Avenue corridor, and to provide feedback on draft recommendations and concepts being considered by the committee. This summary documents participants' ideas and strategies for proposed improvements and policies to be implemented along the corridor.

Overview

The FACC held a public workshop on March 9, 2025 at the Industrial Arts Brewing Company from 2:00 – 5:00 pm. At the meeting, the FACC presented a summary of existing conditions documented by the committee and draft recommendations. Stakeholders provided feedback via comment cards and marking up maps of the corridor.

Key Findings

Walkability and Pedestrian Safety

Many comments focused on improving pedestrian infrastructure along Fishkill Avenue. Suggestions included the creation of continuous, well-maintained sidewalks on both sides of the avenue, with specific attention to accessibility for Hedgewood residents and people with mobility challenges. Participants also suggested benches and rest areas for pedestrians near local businesses and residential areas. There were many requests for safe pedestrian crossings, with flashing crosswalk lights, at the following locations: Ron's, Hanna Lane, Delavan Avenue, Hedgewood Community, Conklin Street, and Townsend Street.

Support for Bike Infrastructure

A significant portion of the community is advocating for safer and more inclusive biking infrastructure. Many participants strongly support buffered bikes lanes along both sides of Fishkill Avenue, emphasizing the need for separate, protected lanes for cyclists. The current conditions are criticized for being unsafe and insufficient for casual cyclists, families, and commuters. Additionally, connections to the future Rail Trail were frequently mentioned, with strong support for improving access to the rail trail from various locations along Fishkill Avenue.

Concerns about Parking and Traffic

A number of participants voiced concerns regarding speeding and unsafe driving on the corridor, as well as traffic congestion and the impact of increased density, particularly with

potential new housing developments and potential traffic bottlenecks. Some suggested better management of left-hand turns out of streets like Townsend and Conklin, as well as better traffic controls like a round-a-bout at Mill Street and traffic lights at Wilkes Street and Blackburn Avenue. There was also concern about on-street parking, suggesting that it should be avoided to make more room for bikes and pedestrians.

Support for Mixed-Use Development and Zoning

Many participants are in favor of rezoning to allow for more mixed-use development. This would not only increase the availability of housing but also reduce the dependency on cars. However, some expressed concern about the potential strain on local infrastructure and the environment due to increased density. With new developments, participants want a focus on some affordable housing as well as visual and aesthetic improvements, such as landscaping.

Public Transportation and Connectivity

The idea of integrating public transportation into the Fishkill Avenue improvements was widely supported, with requests to extend the 'G' bus to cover this corridor. A key request from participants is to include bus shelters, especially for residents in areas like Hedgewood. Additionally, connections to the future Rail Trail were frequently mentioned, with strong support for improving access to the rail trail from various locations along Fishkill Avenue. There was some concern regarding privacy and safety for residents near the location of the future rail trail.

Opposition to Drive-Thru Establishments

There was significant opposition to potential drive-thru establishments, such as the proposed Dunkin' Donuts. Many participants expressed concern that such businesses would exacerbate traffic issues and detract from the desired walkable, bike-friendly environment. Some participants advocated for the use of special permit regulations to regulate these uses rather than prohibition.

Environmental and Aesthetic Considerations

Participants highlighted the importance of preserving the visual beauty and viewsheds of the area, particularly in relation to Mount Beacon. Participants would like to introduce more street trees and landscaping to the Fishkill Avenue corridor. There were calls for improved landscaping and the reduction of visual barriers, such as chain-link and barbed wire fences.

EXHIBIT A: RAW DATA

Public Comments – Fishkill Avenue Maps

- Crosswalk at Ron's (Increase safety for Ron's)
- Existing crosswalk [at Ron's] is dangerous
- Crosswalk at Hanna Lane so that foot traffic to The Yard can more easily cross the street
- Less Sprawl
- Move housing across to here
- Bus Stop at Hanna Lane
- Traffic Light at Blackburn Av Intersection with crosswalk
- Exit for parking lot onto Wilkes St
- Crosswalk at Delavan Av
- Crosswalks around Hedgewood
- Crosswalk at Conkin St
- Bike Lanes along Fishkill Av
- Landscaping for Religious Facility
- Supermarket, Small stores/businesses between Conklin & Townsend
- Housing Across Fishkill Ave & Grovorville
- Crosswalk at Townsend St
- Crosswalk's closer to Ron's, music factory, yard
- Crossing lights closer to the curb for bikers (for bigger streets)
- F Bus should run more often
- Set Fishkill on Board!
- Room for a round-about at Mill St
- Left turns for bikes – Safety
- Bike more, make mixed-use development
- Concerns with Mill Street Connection to Camp Beacon
- Does the current sidewalk project include benches?
- Enough with housing, concerned about yard spaces
- Visual cues for drivers to slow down
- Concerns with Creek safety, kids falling
- No residential – over development
- Townsend St housing
- Don't develop existing natural land
- Left turn improvements out of streets like Conklin
- More pedestrian crosswalks closer to businesses
- 4th Floor in certain areas to allow for additional units to add to housing stock. Cost to build is an issue. Zoning currently too restrictive.
- Less off-street parking. Require [curbs?]
- Create additional parks while supporting existing natural land
- More food, mixed-use

- No Sharrows! They confuse everyone
- There is room for buffered bike lanes in ROW, use it.
- Flexible zoning
- Separate space for bikes and pedestrians and cards
- Traffic light like on Main St in Fishkill (Wilkes St)
- Stop sign at Ron's (4 way stop)
- Use special use permits for some uses
- Benches on sidewalk! Safety for Hedgewood & resting
- Don't prohibit uses
- Open, visible and well lit trails. More connected to street for safety & visibility.
- Requiring some affordable housing.
- Pedestrian focuses businesses (but preserve industrial)
- Study increasing impacts to wildlife (eagles, deer)
- Concern with privacy – landscaping?
- Lank's owner worried about truck entrance and driveway
- New mixed use at Conklin & Fishkill Ave
- Improve sidewalks accessibility for Hedgewood living
- Scootering on sidewalk is currently very scary.
- Yes to buffered bike lanes
- Wired hanging down Between Conklin & Townsend (on Fishkill Av)
- Dense but broken up building businesses on sides/alleys, smaller spaces, sidewalks
- Opposed to rail trail. Enough people wandering off.
- Sidewalks on both sides of Fishkill Av
- Yay rail trail!
- No on-street parking! Do not give this space to cars.
- Widen sidewalk toward Prospect City Line
- We need a Hotel
- Be careful about impacts of proposed roads. Wetlands, zoning changes, traffic
- Provide traffic crossings.

Buffered Bike Lanes & Street Trees

- Yes, this is great!
- Young / risk averse cyclists NEED this space
- Buffered bikes lanes = yes! (there is room)
- More clear crossing options beyond double lines
- Yes, Buffered bike lanes!
- Parking with current zoning laws
- Required parking on side and back
- Better crossing signs with blinking lights
- There is room for buffered bike lanes from Blackburn to Town Line
- Free-loop bus stops
- Raised crosswalks (brick pavement)
- Yes to buffered bike lanes!
- We need buffered bike lanes so we can safely bike with our kids.

On-Street Parking & Street Trees

- No on street parking! (duh)

Bike Sharrows & Street Trees

- No! Where do bikes go?
- Sharrows don't work on Main. They will be even worse on Fishkill.
- No sharrows! Makes biking feel more dangerous.
- No sharrows!
- Sharrows don't work!
- Too dangerous for bikers, especially at night.

Public Comments – Comment Cards

Shared bike lanes are a bad option. Separated ones are much safer.

I love the work you are doing to re-envision Fishkill Ave! Thank you. Please make sure the New Fishkill Ave has a striped Bicycle lane on each side of the road. As a bike commuter, I can't emphasize how crucial this will be for future safe transportation along this corridor for commuters of all abilities!

Please do not try to cram on-street parking in the corridor, it does not make sense for this trip.

Again, thank you for all your hard work and for helping ensure safe bicycle transportation for all!

- Erik Fyfe

Thank you for FACC for your time and expertise in this work.

It didn't get talked about specifically, but the climate crisis and the NYS climate act has direct bearing on your work because land us is perhaps the single biggest lever for greenhouse gas mitigation. In short, increased density, walkability, bikeability equals climate action. Think of the increased density at Camp Beacon and downstate, the climate act demands that these are not designed around cards, but around people and their mobility.

Buffered bike lanes on Fishkill Ave!

P.S. Fishkill will build bike lanes to village and Red School House Rd, if Beacon building buffered bike lanes between Blackburn & Town line.

We should promote bike lanes along Fishkill Ave!

Consider parking and public transport along Fishkill Ave near City line to offload parking near Main St.

Strongly support connections to the future Rail Trail.

No drive-throughs.

- Keegan Lane

I'm supporting of the re-zoning of self storage zones to mixed use, but also concerned about the additional population that multi story developments bring to our small town & the burden on our water supply & increased traffic.

Equally I am concerned about the rail trail bringing more people in addition to local residents & disrupting the current livability of Beacon & surrounding area.

I sincerely hope that Fishkill Avenue transitions fully away from its current car-centric layout into a zone that prioritizes walkability, bike-ability (including buffered bike lanes) and (FREE!) public transport throughout. We need to build for a more sustainable future for Beacon.

Why NOT bike lanes? The City wants complete streets. We have an opportunity to build one. Theres no debate!

4-way STOP at Memorial Park & Fishkill Ave.

Buffered bike lanes!!!

Safer crossing at Ron's & Memorial Perk (Stop Sign)

Keep new housing affordable.

Connect bike lanes to rail trail.

I would like to see a more pedestrian- and bike-friendly Fishkill Ave. With safe, pleasant travel for all these modes, and safe/easy connections for cyclists, strollers, scooters, pedestrians, to move on the road and between road & businesses.

In favor of: protected bike lanes; proper lighting and sidewalk that make walking to Main Street safe and enjoyable; small grocery store or market place; recreational space; rail trail connection.

Potential concerns: traffic bottlenecks; drive thrus; too many cars; reduction in mountain views.

Strongly support connections to future rail trail, dedicated bike lanes, and pedestrian infrastructure.

Visual improvements like removing/replacing chain link fencing, barbed wire and improving landscaping.

Strongly support orienting around people/pedestrians/cyclists vs cars – no drive thrus Deprioritizing street parking, etc.

Concerned about left-hand turns out of Townsend – can we implement traffic control to limit flow?

Strongly support rezoning to allow for more mixed use like residential and reduction of emphasis on industrial/car-centric businesses (can we diversify and add things like grocery stores, etc.)

What is the plan for lighting along Fishkill Ave into town? Want safe, reliable way to travel the road w/o cars.

Support setbacks that allow for landscaping & better management of ROW.

Prioritize maintenance of viewsheds and visual beauty of the area.

Love the idea of bike lanes on Fishkill Ave! Not only because bicycling is a great healthy form of transportation, but also because it unlocks more value out of Fishkill Ave by turning it into a more useful corridor that can support a wide range of development and activities.

Roundabout on Rons intersection.

Totally against “Rail trail”. Our property is just across creek from proposed trail. Concerned with privacy, safety, and wildlife infringement.

To the Fishkill Ave Committee,

I wish to express that all residential buildings on Fishkill Ave Corridor be built as HIGH as reasonable. Pressure will only grow for more housing. Id much prefer fewer taller buildings with landscape rather than every parcel built up.

No rail trail!

Will impact abutting properties privacy, security.

Will remove wildlife from that entire area.

No more visitors, no rail trails.

Let auto’s stay on Fishkill Ave – DON’T change.

Listen to taxpayers.

---

1. Concern about parking availability.
2. Keeping structures to no higher than 3 stories.

Additional traffic created by making left turn into DD.

Parking – there is no way any cars may park on the street. Keep any buildings 2 story or lower. Fishkill Ave is the gateway to Beacon. Keep the view of Mt. Beacon in tack.

I don’t support a Dunkin Donuts or any drive through fast foot restaurant along Rt 52. More Mom and Pop stores, restaurants would be great!

Thanks to the Committee for your hard work!

I hope the City prioritizes non-automobile transportation by making Fishkill Ave safe and inviting for pedestrians and bicyclists. Protected bikelanes are vital to this effort. "Sharrows" are just roads for cars at this point!

- Brian Madel

Buffered bike lanes and as many ways for pedestrians to cross are my main hopes for FA.

I love the bus shelters, but I don't see why we need to get rid of buffered bike lanes for that. Assuming these will only be a handful of bus stops it feels very short sighted to get rid of bike lanes entirely. There must be a way for them to co-exist!

- Meg Lazaros

Any alternative to car use should be prioritized. The idea of pitting bus shelters against bike lanes seems counterintuitive. We can surely find space for buffered bike lanes AND a few bus shelters.

Bike lanes please! Sharrows are dangerous for cyclists.

We want kids to be able to bike safely in Beacon. Please do this for the next generation of Beaconites!

Hello – thank you for your efforts. I would like to be able to walk along a sidewalk from main St and Fishkill Ave to the town border on Fishkill, on either side. In other words, a complete sidewalk from end to end on both sides.

Further, I would like to see the Beacon loop / "G" Bus to extend to include this corridor.

Pedestrian crosswalks must connect to a fully functioning sidewalk.

Thank you.

What is Fishkill Ave?

What purpose is it to fulfill? (Or what is it not?)

What an opportunity to connect two communities with intentionality – lets join forces with Fishkill!

City needs to provide access to rail trail for Hedgewood residents.

Thank you for your service on this committee!

A major concern is safety for the residents of Hedgewood Adult Living. I have seen pedestrians who have fallen out of their wheelchairs onto the uneven, broke up sidewalks. Many of them also face mobility issues that impair the ability to walk long distances, so they often resort to sitting in unsafe spaces on their way to the stores on 52. They are the members of our community who often seem overlooked and deserve safety and accessibility. How can we create safe sidewalks, benches, access to small parks, 'landscaping' for their good – or for the good of our entire local community?

Hedgewood Center has a number of residents who struggle to access local businesses because the sidewalks are broken and there is no place to sit down.

NO DUNKIN DONUTS! Exhaust is a leading cause of childhood asthma.

When dealing with lighting, make sure it is not light pollution that effects on environment.

I'm really excited about the buffered bike lanes!

I am a resident of Newburgh who frequently bikes to Beacon to meet friends in the city. I support adding buffered bike lanes along Fishkill Ave. The current built environment encourages dangerous speeding. Narrower lanes are likely to encourage safer driving in this corridor. Buffered lanes are also welcoming to less confident, more risk-averse cyclists. This is worthwhile to allow the broadest community possible to benefit from the redevelopment.

- Keith Osborne

PLEASE! We need buffered bike lanes on Fishkill.

Why has the concepts committee not discussed an updated, larger recreation center for the community. This can be utilized by youth and our elderly.

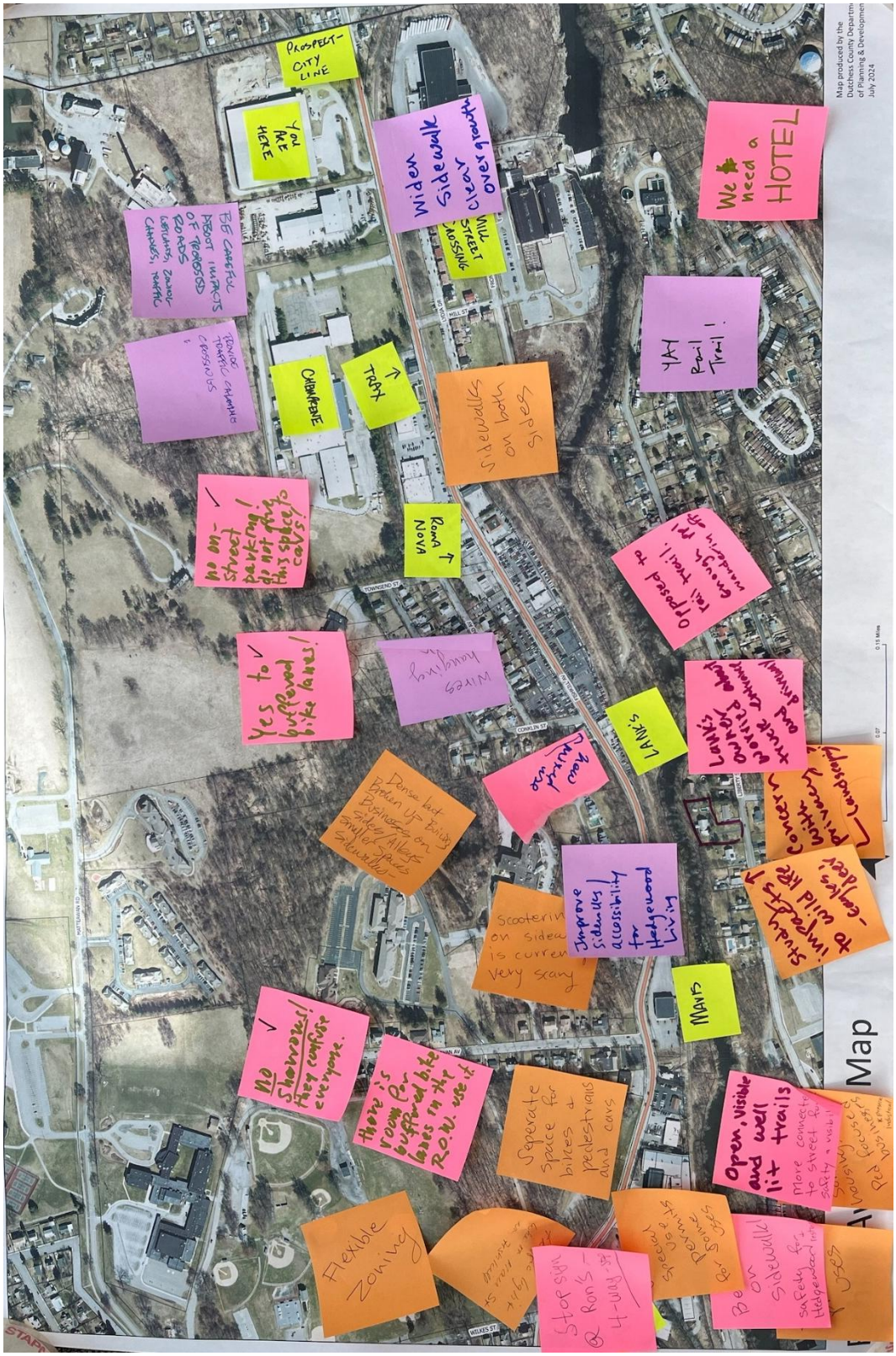
Turn property behind timber yard into the greenway trail.

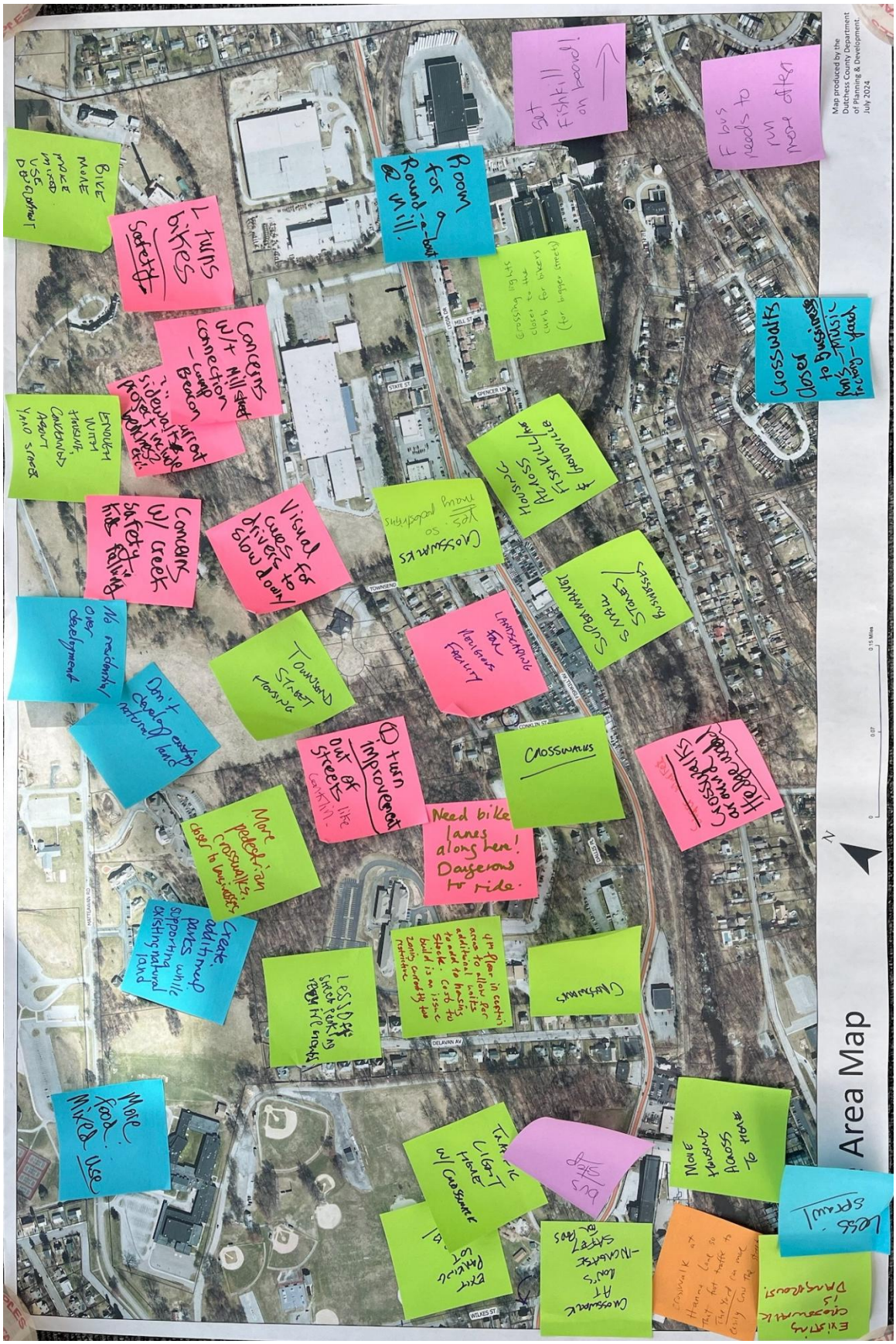
Matteawan connector alternative – there's an existing corridor of unused land between Beacon Music Factory and the Dog Park – a new road in this corridor would connect at the top of the hill to existing road through the locust grove park above the playing fields.

- Michael Fox

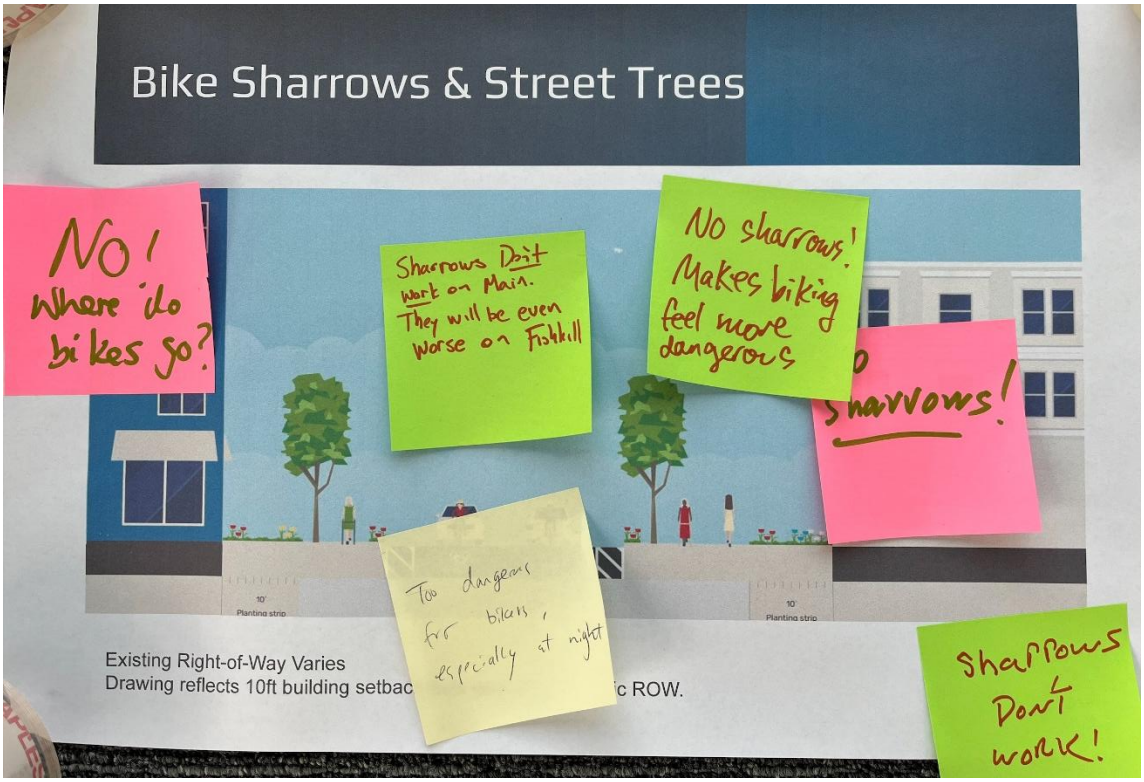
No Dunkin Donuts. A business that is not a franchise.

EXHIBIT B: MAP IMAGES




Area Map
Map produced by the Dutchess County Department of Planning & Development July 2024
Room for a Round-about
Get Fish Hill on board!
Fixes needs to run more often
Crosswalks closer to Business
Crossings lights closer to the curb for bikers (for bigger streets)
Bike Route more inviting use Dutchess
L turns bikes safety
Concerns w/t Mill street connection - Camp Beacon
Concerns about sidewalk width
Crosswalks
Visual for cars to slow down
Concerns w/ creek safety
No residential over development
Don't develop easily natural land
Townsend Street housing
Turn improvement out of Streets like Catskill
Need bike lanes along here! Dangerous to ride.
Crosswalks
Crosswalks
More pedestrian crosswalks, closer to businesses
Create additional parks while supporting natural land
Less Dedicated space parking requirements
Crosswalks
More food. Mixed use
Extra Parking lot
Traffic Light w/ Crosswalk
Crosswalk at Lou's Market not safe
Bus stop
Move transit access to river
Less sprawl
Existing Crosswalk is Dangerous!
Townsend
Mill St
State St
Spencer Ln
Delavan Av
Wolcott
Wilkes St
Conklin St
0
0.07
0.15 Miles
N


On-Street Parking & Street Trees
no on street parking! (duh.)
10' Planting strip
10' Planting strip
Existing Right-of-Way Varies
Drawing reflects 10ft building setback from end of 54 ft public ROW.


Bike Sharrows & Street Trees
NO! Where do bikes go?
Sharrows Don't work on Main. They will be even worse on Fishkill
No sharrows! Makes biking feel more dangerous
Sharrows!
Too dangerous for bikers, especially at night
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Drawing reflects 10ft building setbac
ic ROW.

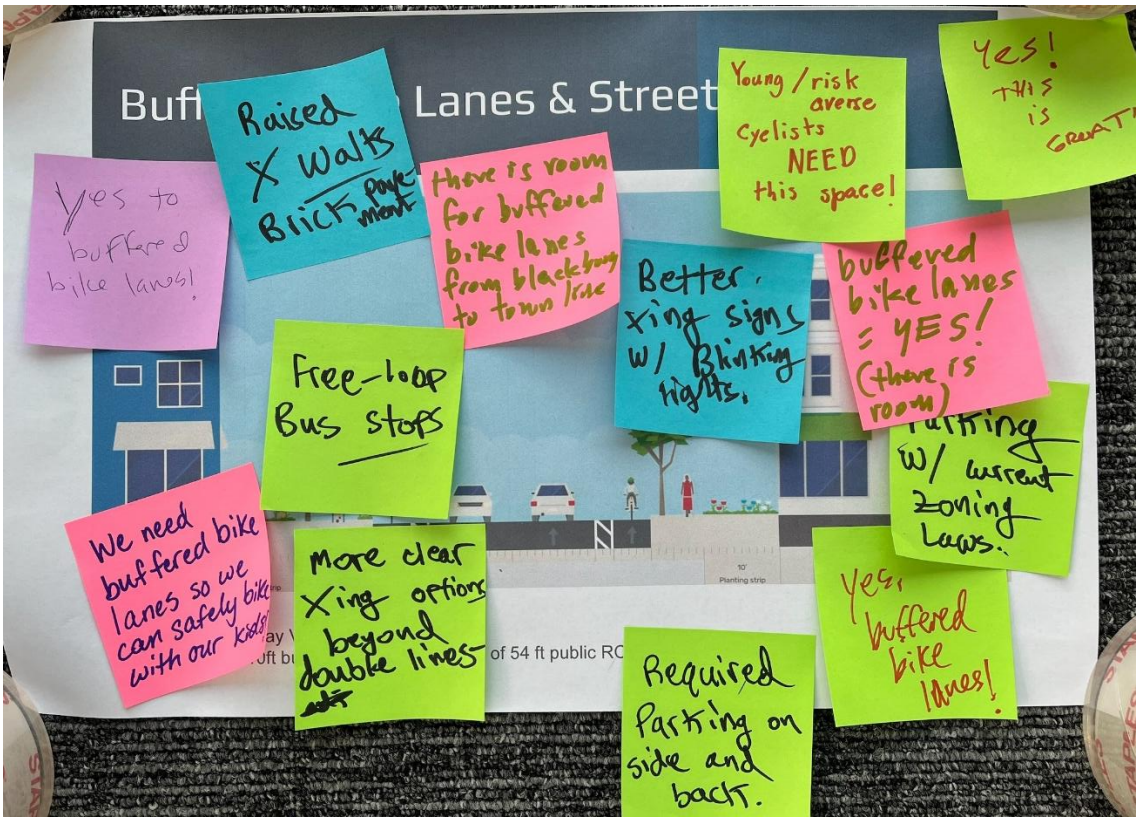


EXHIBIT C: PRESENTATION SLIDES



Fishkill Avenue Concepts Committee

Public Engagement Session

March 9, 2025

Origin of Committee

- Formed by Mayor via memo issues January 26, 2024
- The Fishkill Avenue Concepts Committee is an all-volunteer, ad hoc committee of Beacon residents that will assist the City in developing conceptual ideas for the northeast section of the City of Beacon, around and including Fishkill Avenue (State Route 52).
- The Committee's objective is to develop concepts, drawings, and proposals for improvement of the Fishkill Avenue corridor. Topics will include support for the proposed rail trail along Route 52, proposed connections to Matteawan Road, pedestrian improvements, zoning recommendations, and linkages to Beacon Lofts, Fishkill Creek, and the Greenway trail.

Meetings



MEETING SINCE MARCH 2024



12 MEETINGS



1ST WEDNESDAY OF EVERY MONTH

OPEN TO THE PUBLIC

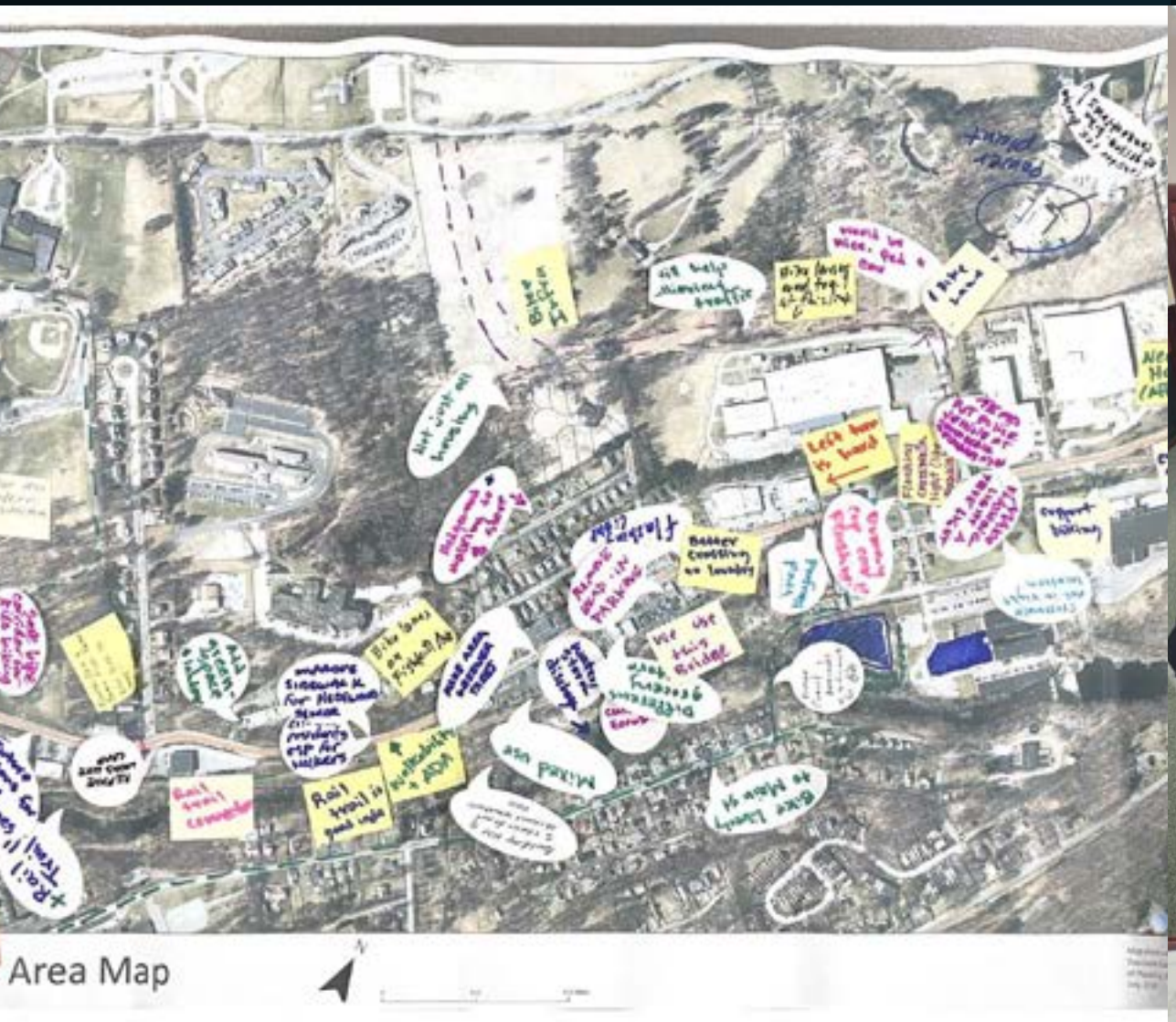


MEETING MINUTES POSTED ONLINE

Public Engagement

Engagement Activity	Decision Point	Timing
Create landing page on city website to share meeting minutes and committee information		April – December
Pop-up Visioning Table: Strawberry Festival	Focus Area & Vision	June 9
Pop-up Visioning Table: Trax	Focus Area & Vision	July 17 (weekday) 7-9am July 21st/28th (weekend) 10am-12pm
Online Survey	Focus Area & Vision	August 2024 34 Participants
Interviews with Local Developers and Property Owners		August - October
Drop-in Engagement Session at [Location]	Recommendations & Concepts	Forthcoming
Prioritization survey (paper at physical location or online)	Recommendations & Concepts	Forthcoming

Issues and Opportunities Mapping





Study Area Overview



Context &
Policy Framework

Committee Goals & Policy Framework



Encourage a variety of Commercial Uses & Housing



Promote Safety for All Modes of Transportation

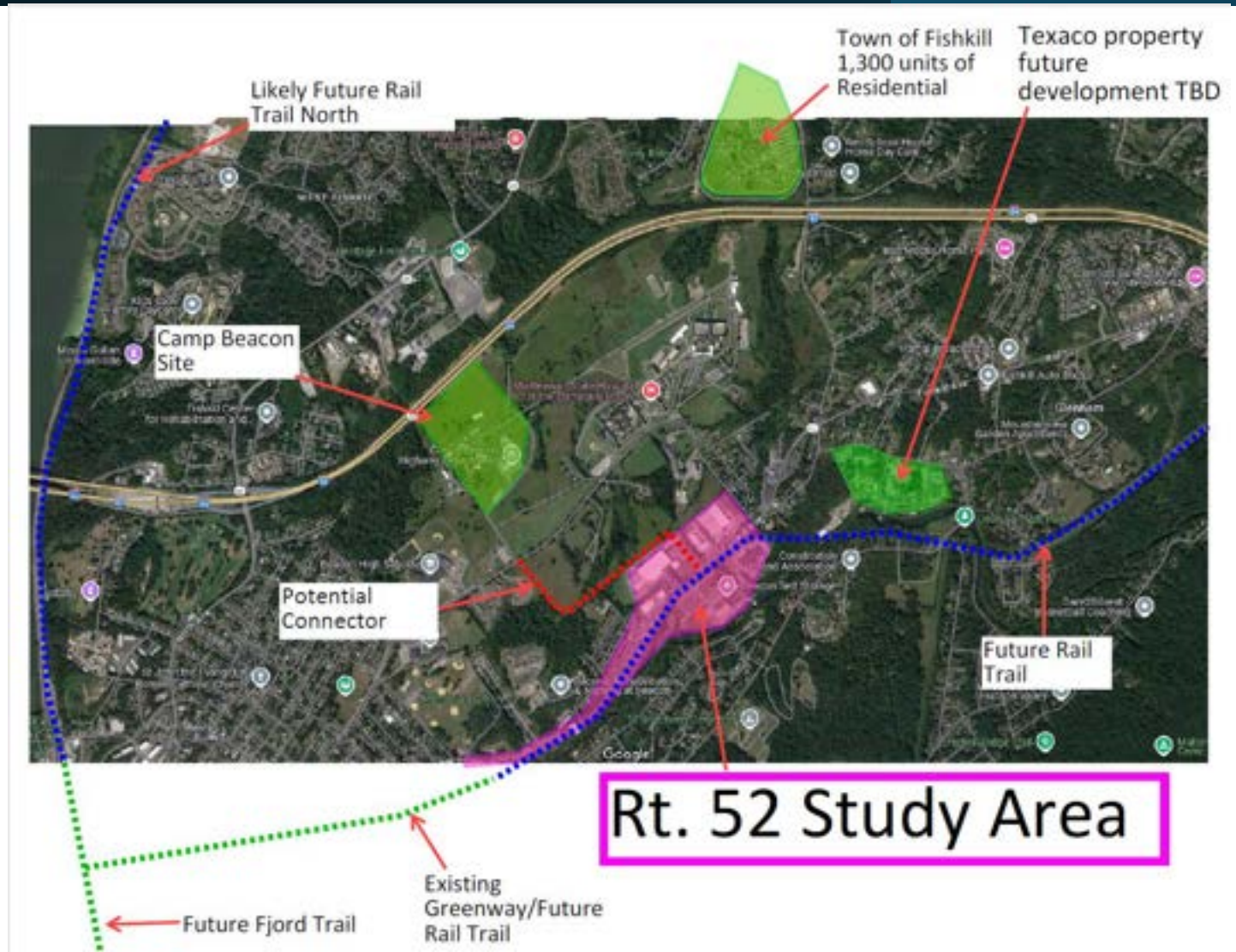


Create Gateway & Improve Aesthetic of the Corridor



Support Implementation Rail Trail

Context Around Study Area



Draft Recommendations & Considerations (Zoning and Land Use)

Sector 1

Prospect Street (Beacon/Fishkill city line) to Mill Street

Industrial institutions

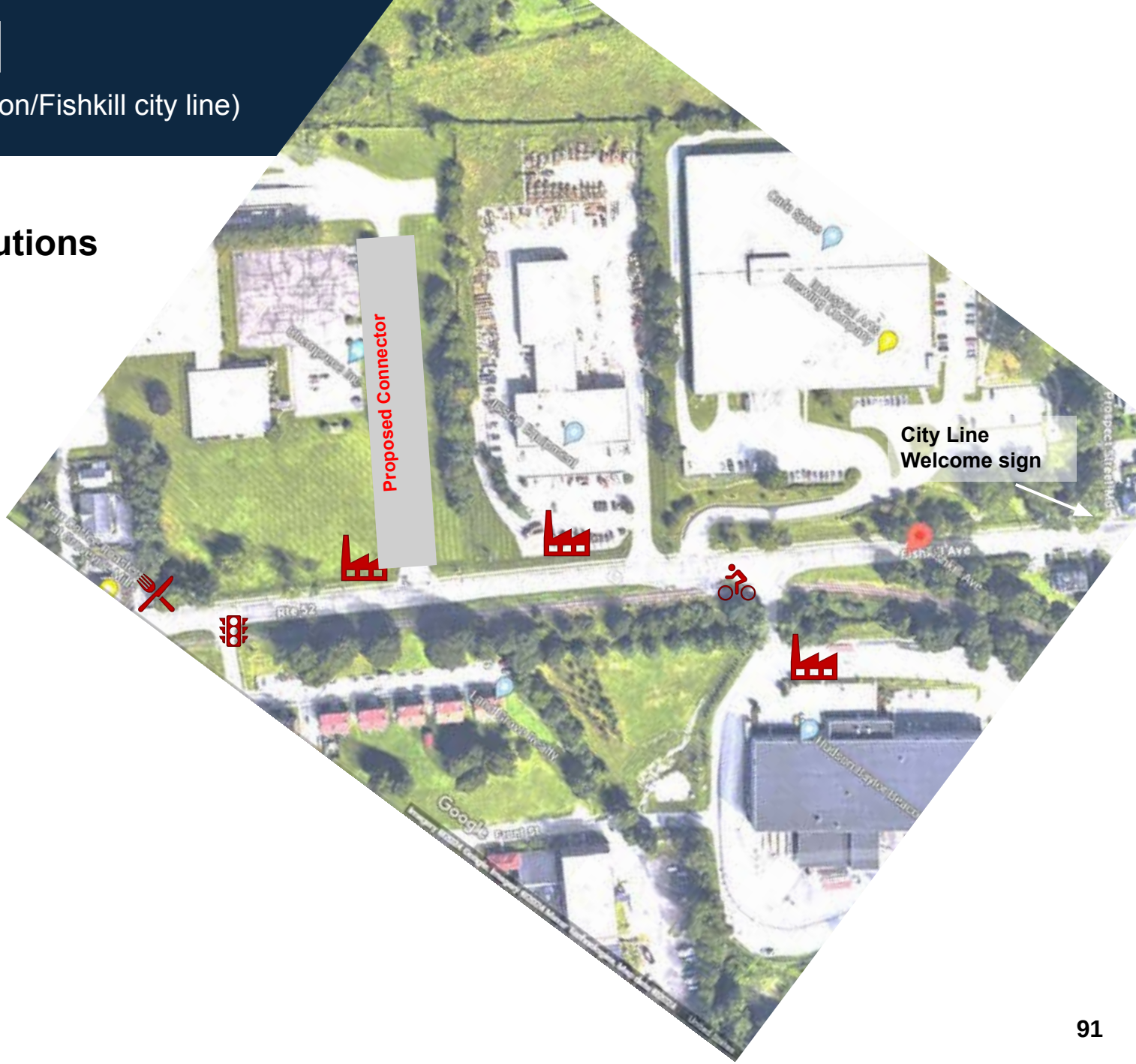
Café Spice
Jesco Equipment
Chemprene Inc
Hudson Baylor

Small Business

Trax Coffee Roaster
Industrial Arts
Brewery

Residential

Groveville
Beacon Lofts
Houses on Prospect

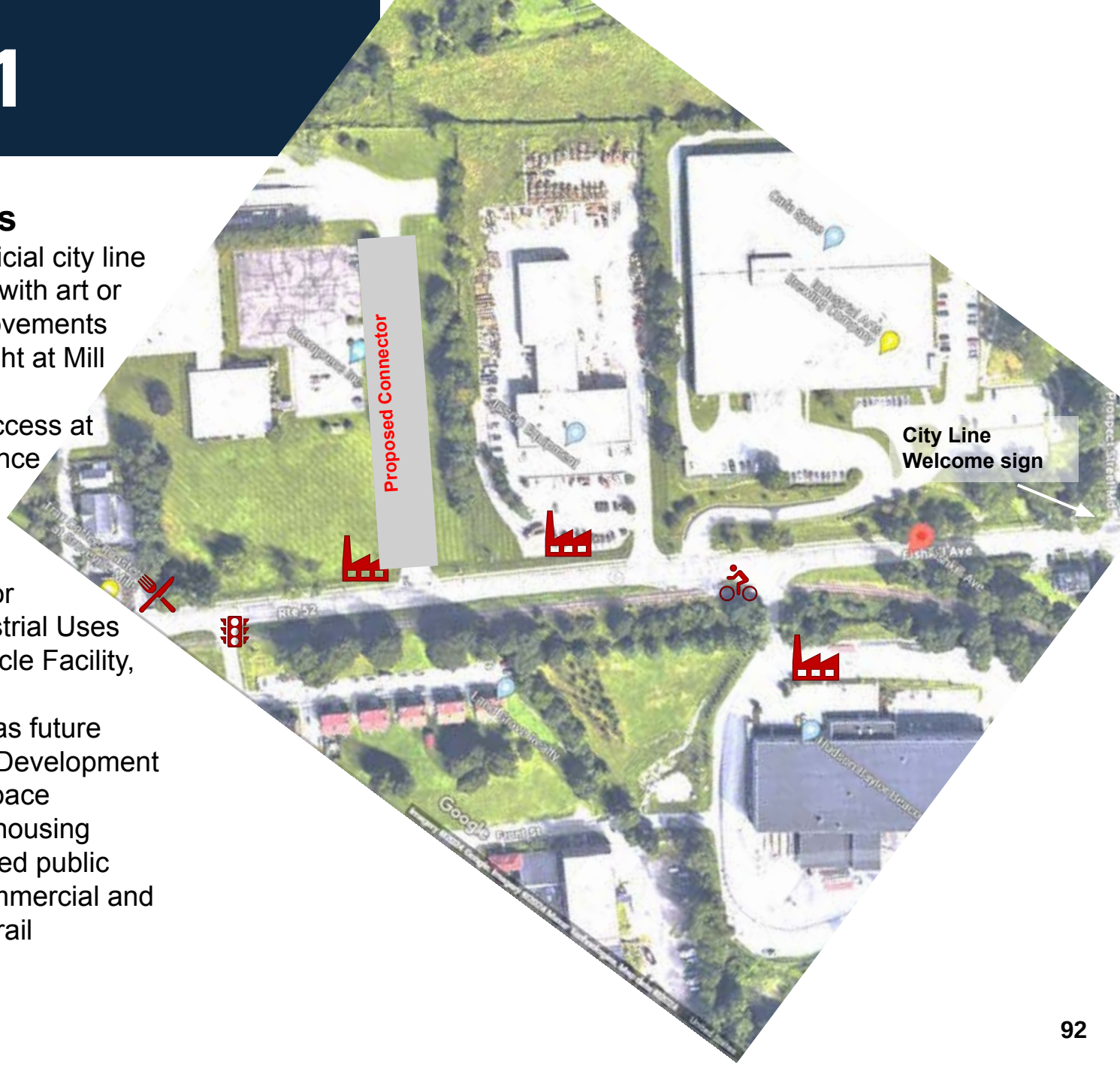


Sector 1

Recommendations

- Move welcome to official city line and create Gateway with art or other aesthetic improvements
- Push button traffic light at Mill Street
- Potential Rail Trail Access at Hudson Baylor entrance

- Matteawan Connector
- Retain Existing Industrial Uses (Industrial Arts, Recycle Facility, Chemprene)
- Consider Groveville as future planned Residential Development that includes open space preservation, mixed housing choices, and enhanced public access to Rt. 52 commercial and public uses and rail trail

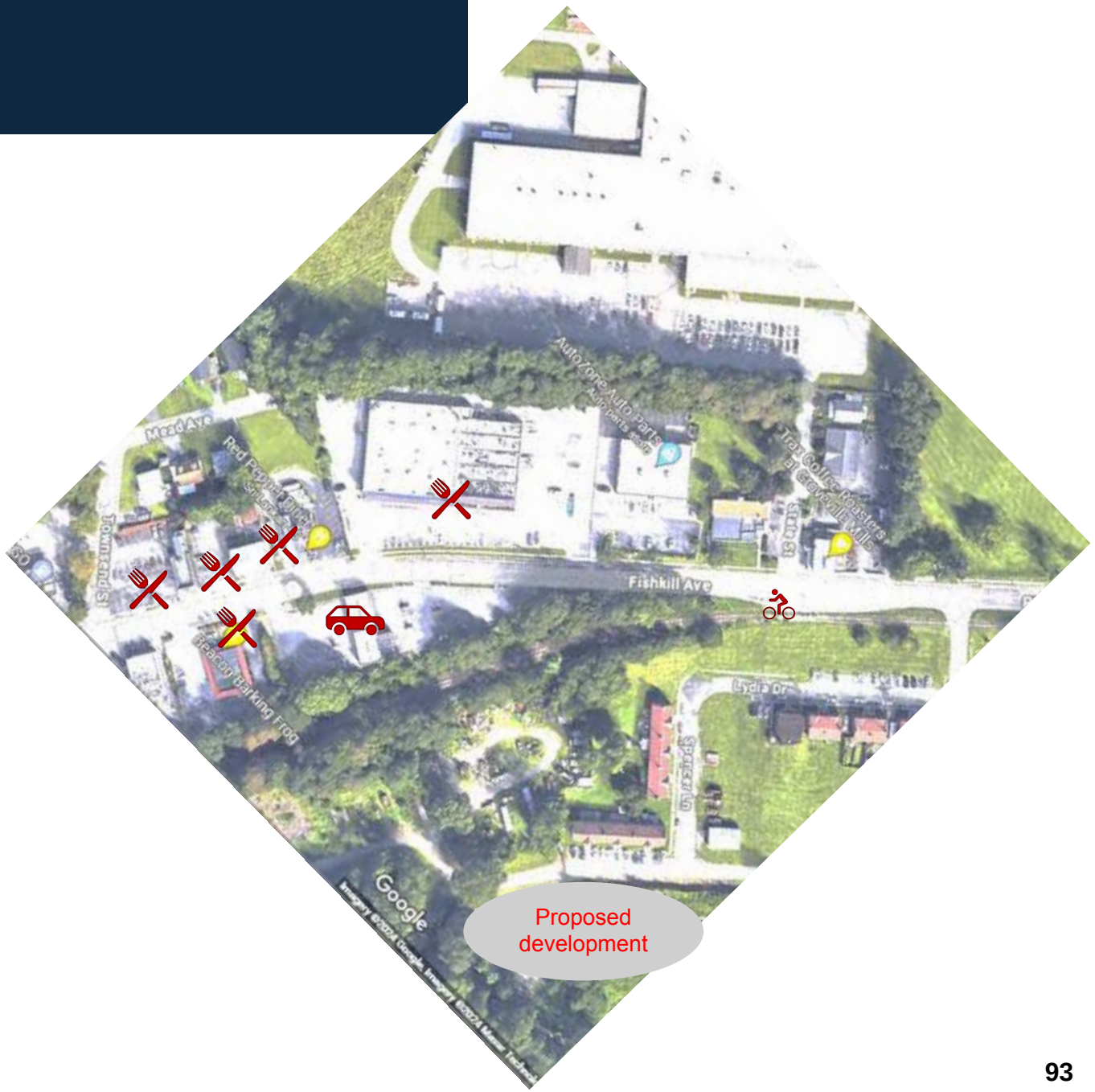


Sector 2

Mill Street
to Townsend Street

Businesses

Red Pepper Diner
Stinson's Hub
Roma Nova
Rt 52 Laundromat
Barking Frog (under new management)
Asian Ginger Chinese
Fried Chicken
Family Dollar
Mental Health America
Gold Label Wine & Liquor
Enterprise Rent-A-Car
Autozone
Car Wash

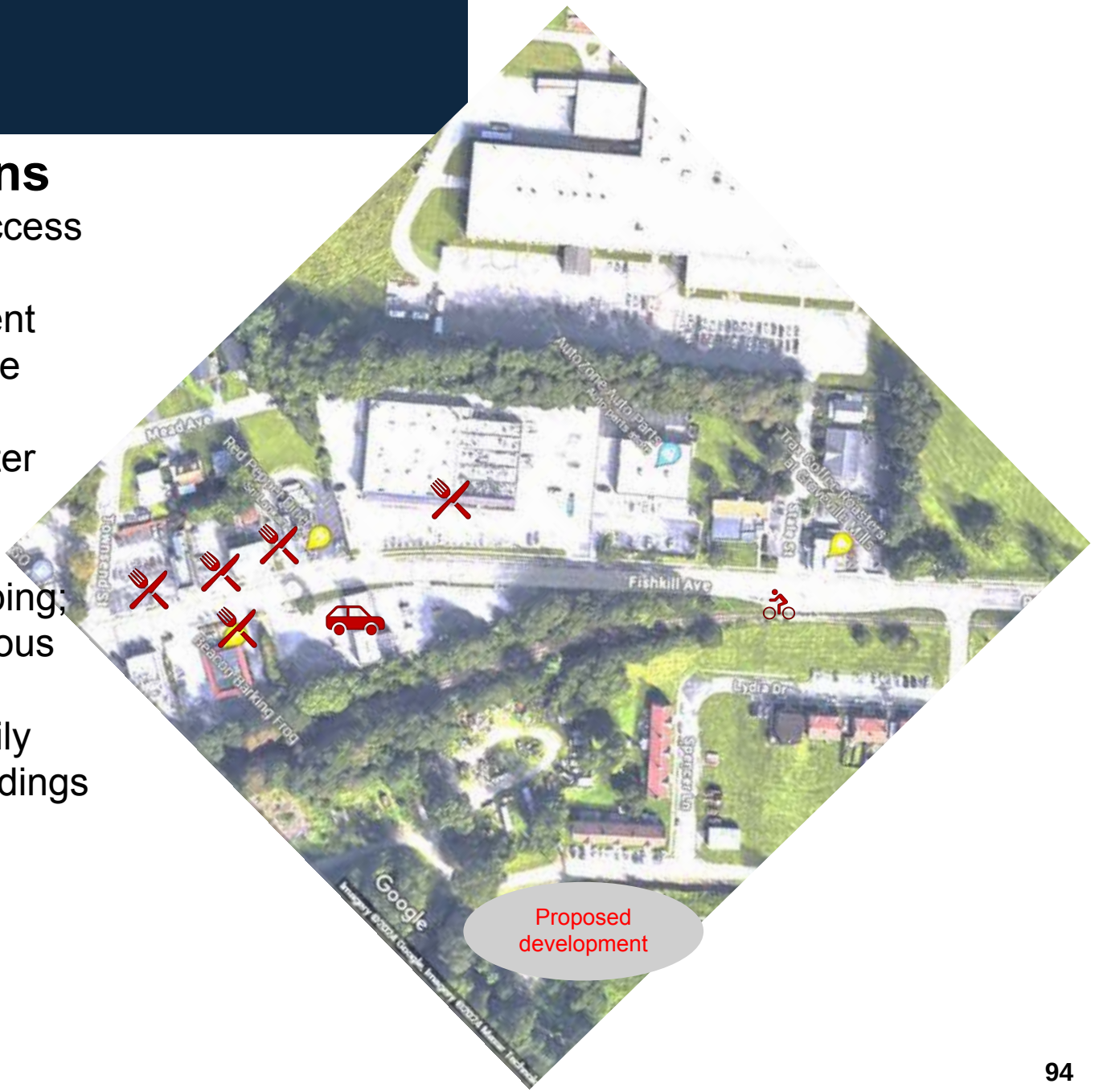


Sector 2

Mill Street
to Townsend Street

Recommendations

- Potential Rail Trail Access at Groveville
- Address encroachment issues along Rt 52 (i.e Laundromat)
- Address trash and litter issues along corridor
- Promote more greenspace/landscaping; reductions in impervious surfaces
- Encourage multi-family within mixed-use buildings as permitted uses
- Reduce front yard setbacks



Sector 3

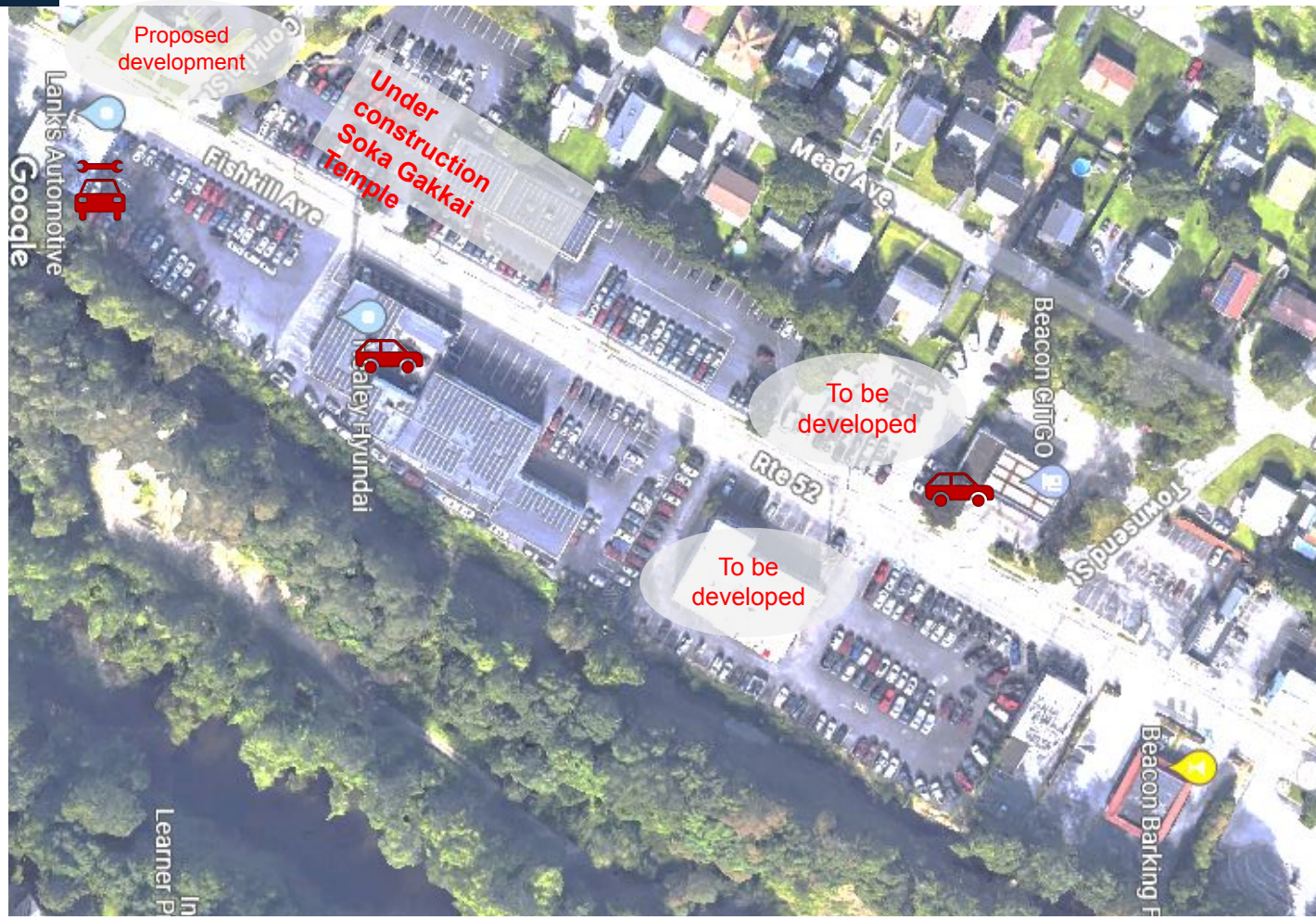
Townsend Street
to Conklin Street

Businesses

Citgo
Carvana
Lank's Auto

Proposed Developments

18 units residential
corner of
Conklin Street

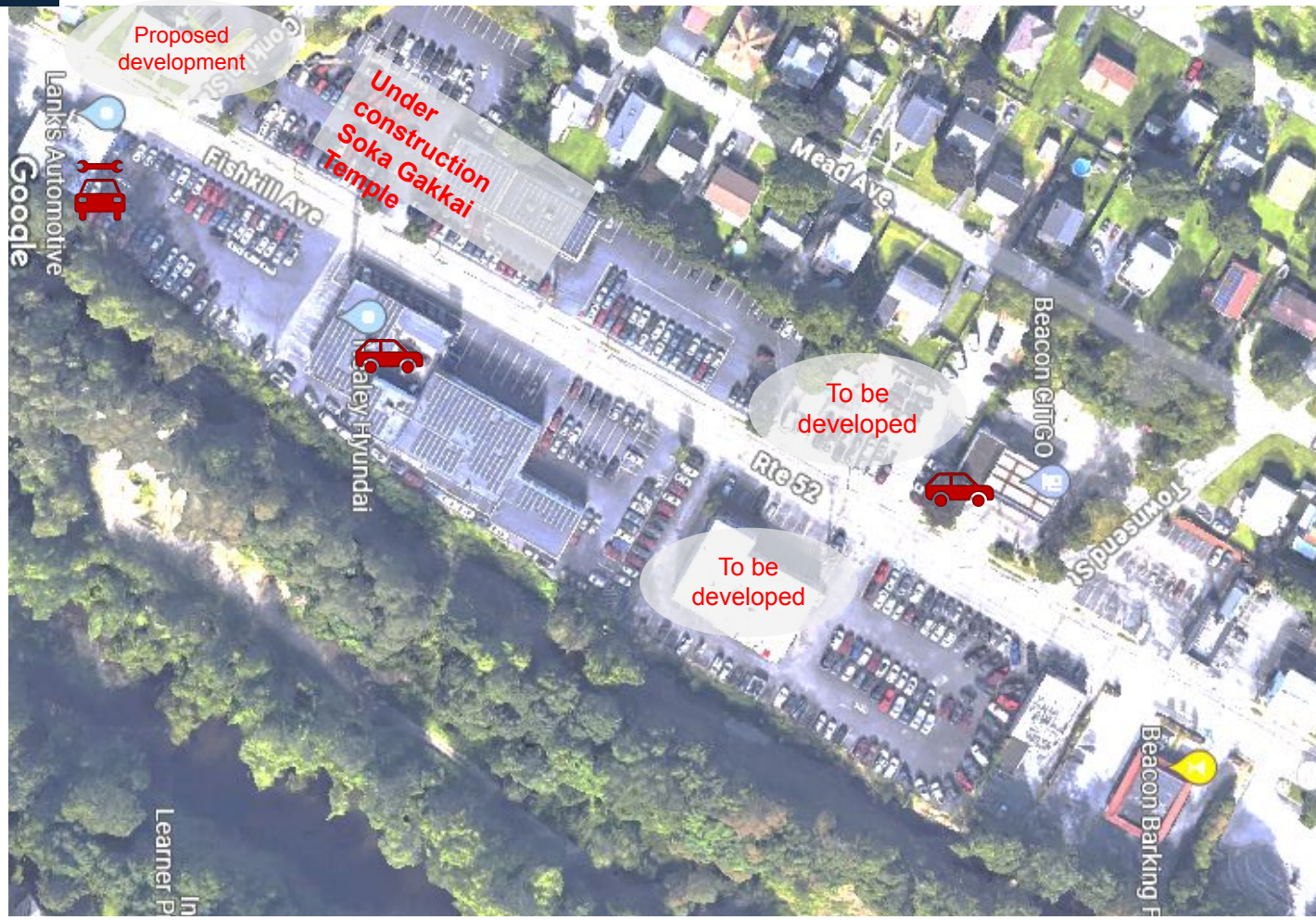


Sector 3

Townsend Street
to Conklin Street

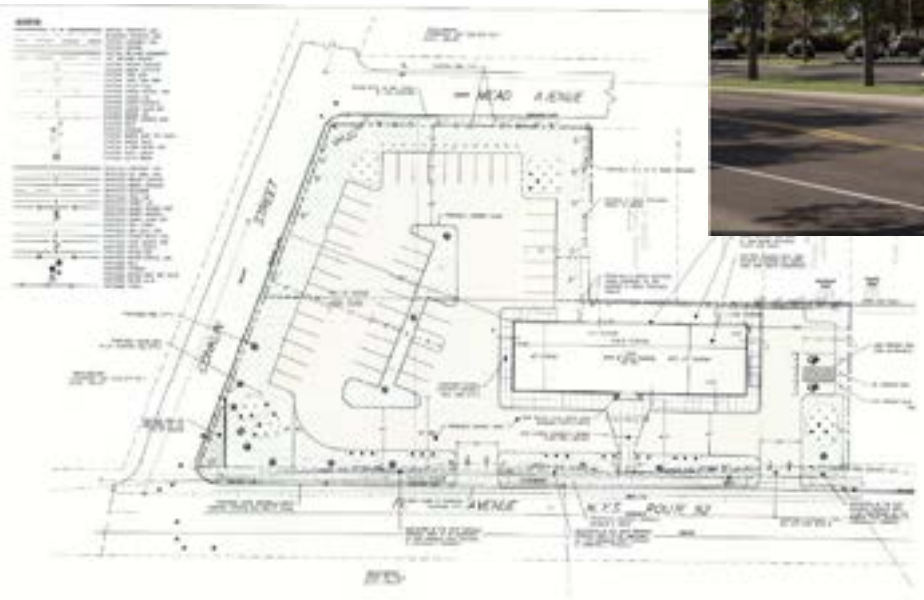
Recommendations

- Review density and height restrictions to encourage mixed-use and residential development that is feasible
- Protect public views of Mt. Beacon
- Limit curb cuts and auto-oriented uses
- Reduce front yard setbacks
- Establish requirements re: impervious surfaces and green space

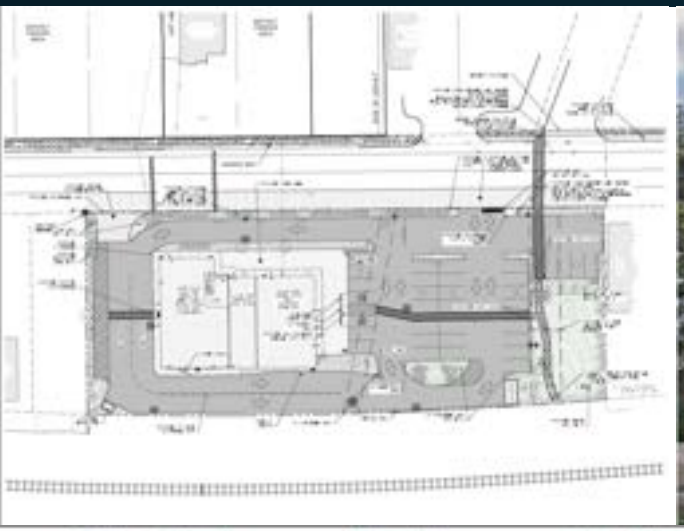


Approved Development – 409 Fishkill

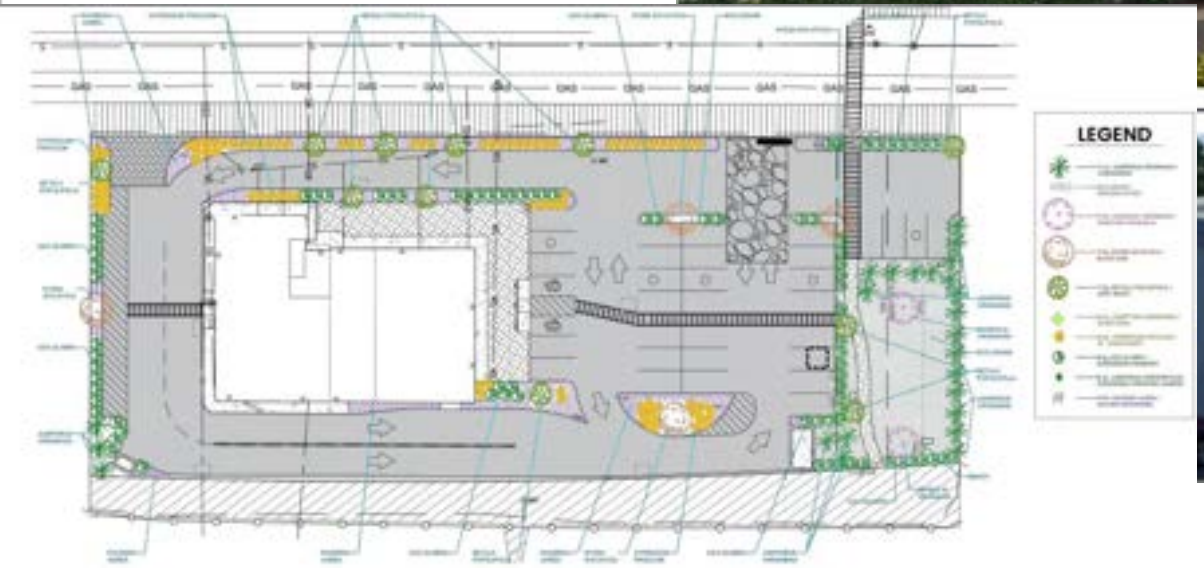




Development Proposal – 420 Fishkill









Approved Development – 393 + 397 Fishkill Ave

- 3-Story Mixed-Use Building
- 12 residential units with 1 BMR
- Reduction in curb cuts
- Parking behind
- Adaptive reuse





Sector 4

Conklin Street
to Delavan Avenue

Businesses

Hedgewood Home
Entrance to Taconic Rehab
Mavis Discount



Sector 5

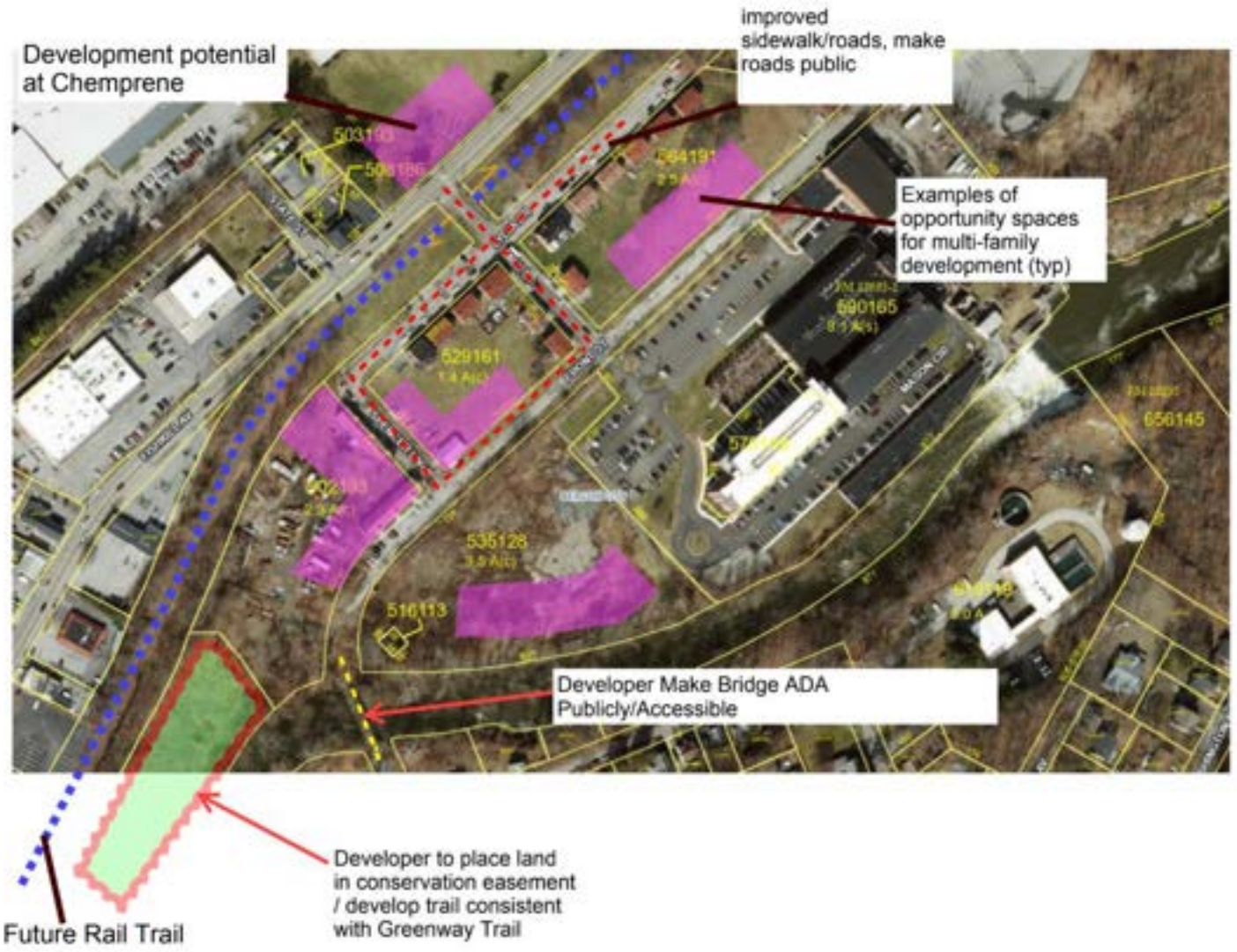
Delavan Avenue to Blackburn Avenue

Businesses

Cervone's Auto Sales
Pedego Bike
High End Automotive
Starn Studio
The Yard
Beacon Music Factory



Groveville Future Land Use & Public Improvements Concept



Viewshed Analysis of Mt. Beacon Views

FISHKILL AVENUE VIEW SHED PHOTOS KEY

A. MEMORIAL PARK ENTRANCE, OPPOSITE RON'S

B. MEMORIAL PARK DOG RUN, OPPOSITE TALLIX

C. DELEVAN AVE INTERSECTION, OPPOSITE MAVIS

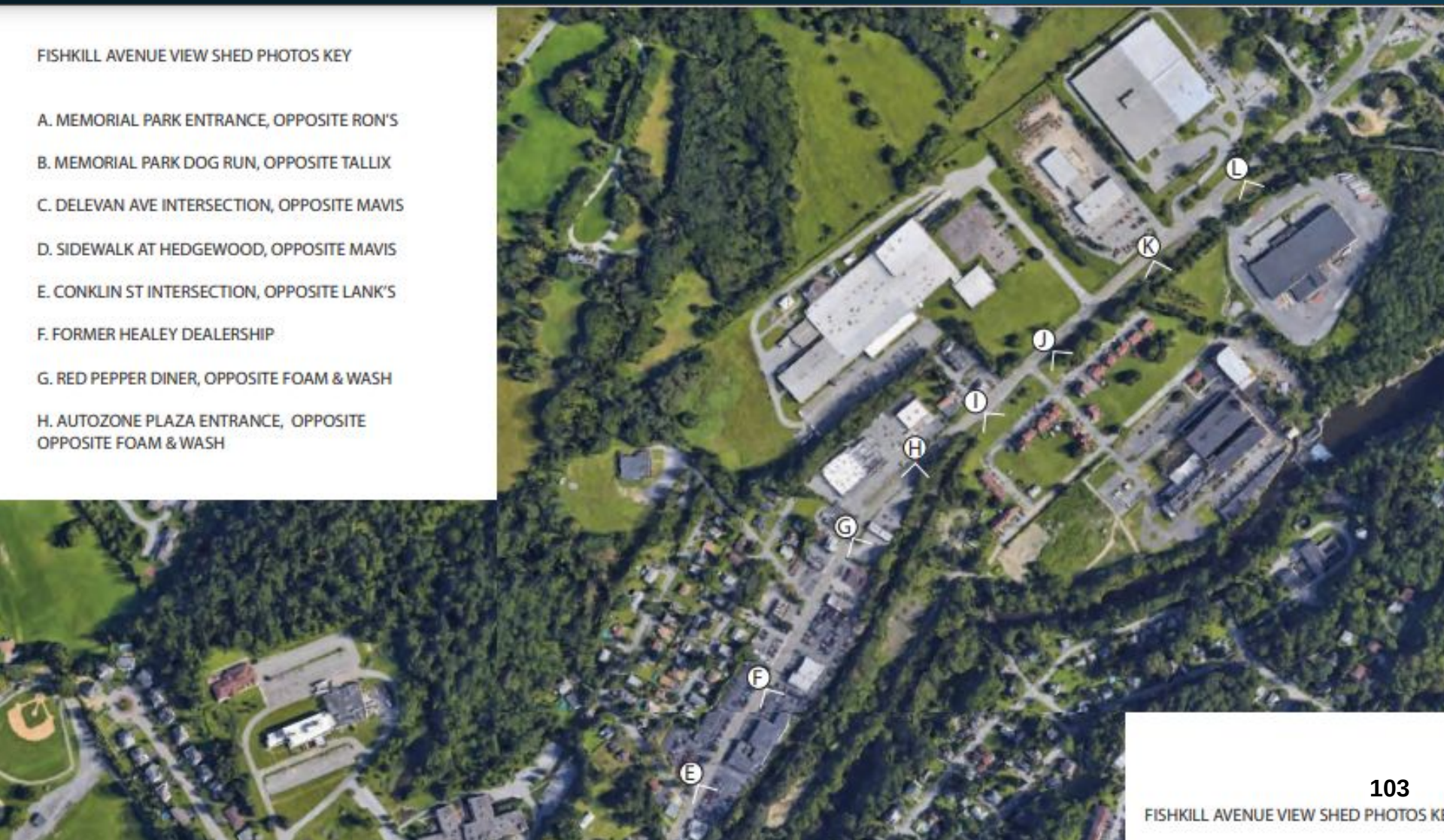
D. SIDEWALK AT HEDGEWOOD, OPPOSITE MAVIS

E. CONKLIN ST INTERSECTION, OPPOSITE LANK'S

F. FORMER HEALEY DEALERSHIP

G. RED PEPPER DINER, OPPOSITE FOAM & WASH

H. AUTOZONE PLAZA ENTRANCE, OPPOSITE
OPPOSITE FOAM & WASH



FISHKILL AVENUE VIEW SHED PHOTOS KE

Viewshed Analysis of Mt. Beacon Views



A. MEMORIAL PARK ENTRANCE, OPPOSITE RON'S



B. MEMORIAL PARK DOG RUN, OPPOSITE TALLIX



C. DELEVAN AVE INTERSECTION, OPPOSITE MAVIS

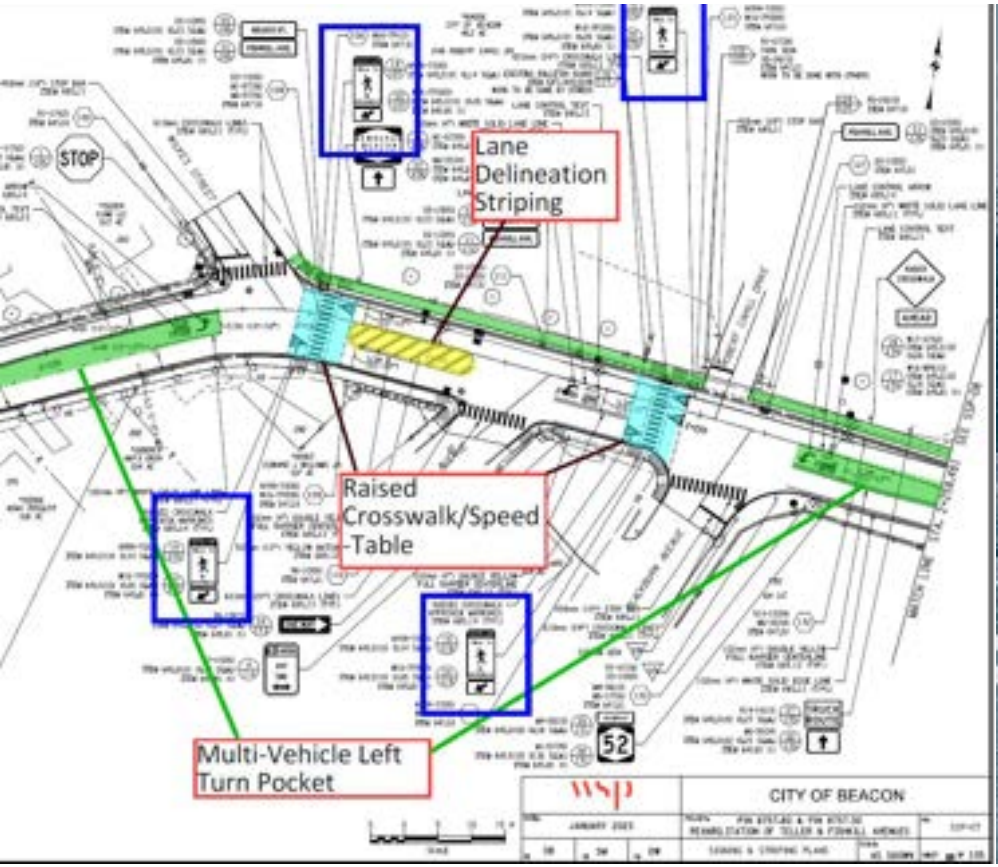






Draft Recommendations & Considerations (Transportation)

Concepts for Improved Intersection Crossings





Improved Pedestrian Crossing at Mill Street



Matteawan- Fishkill Connector Road Concept

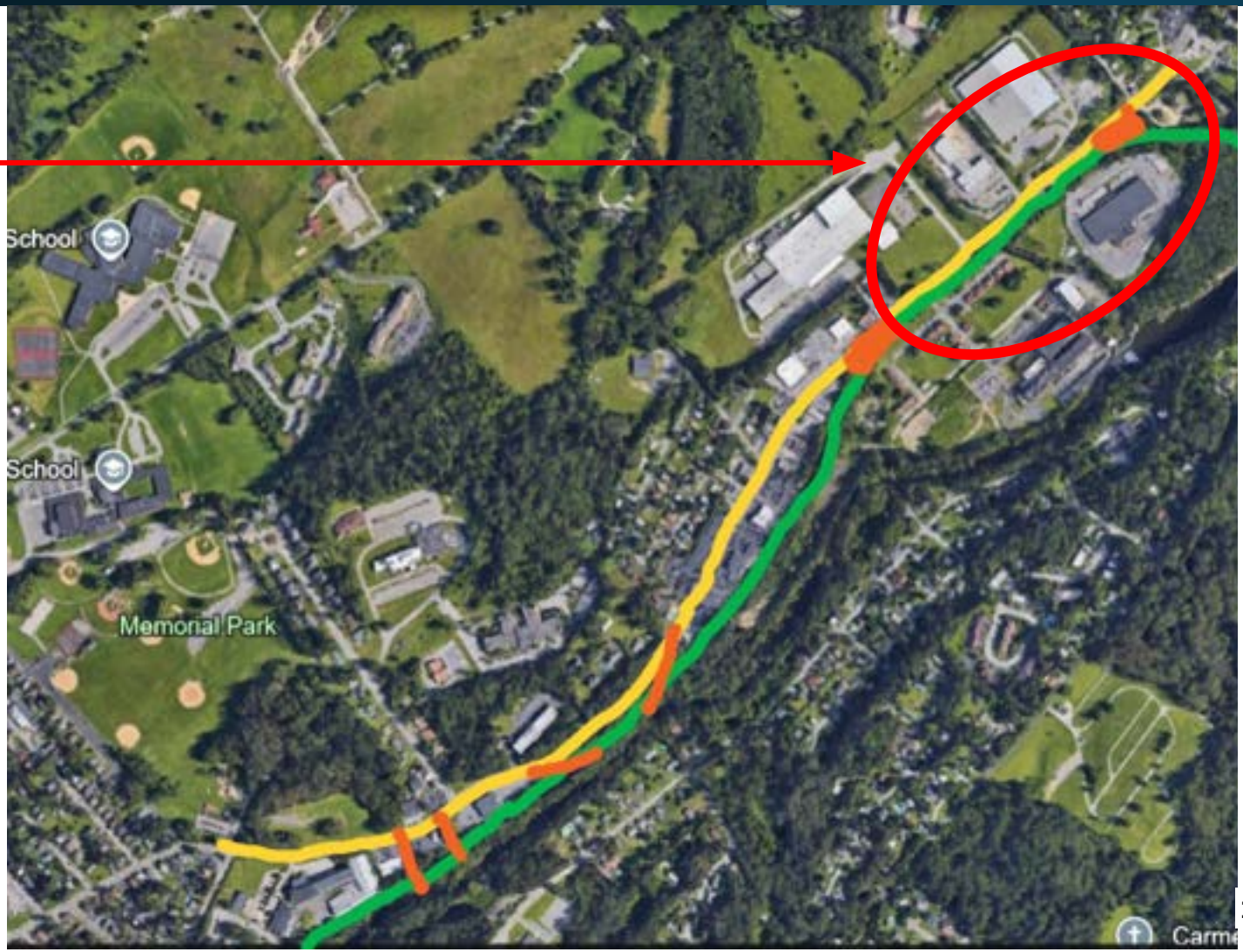


Approved Development - Beacon Views



Connections to Beacon-Hopewell Rail Trail

Sector 1

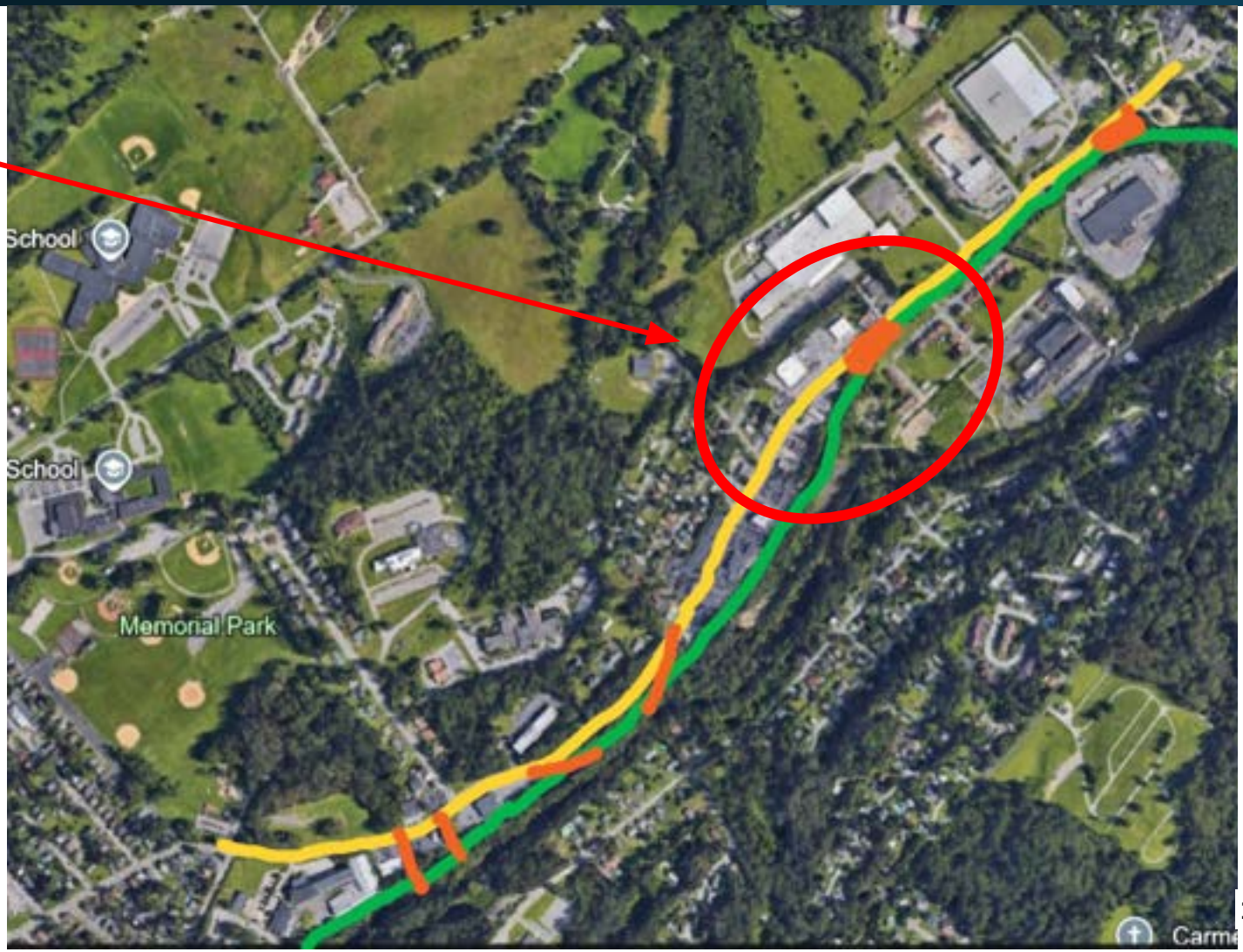




Potential Rail Trail Connection @ Recycling Center

Connections to Beacon-Hopewell Rail Trail

Sector 2



Potential Rail Trail Connection @ Groveville





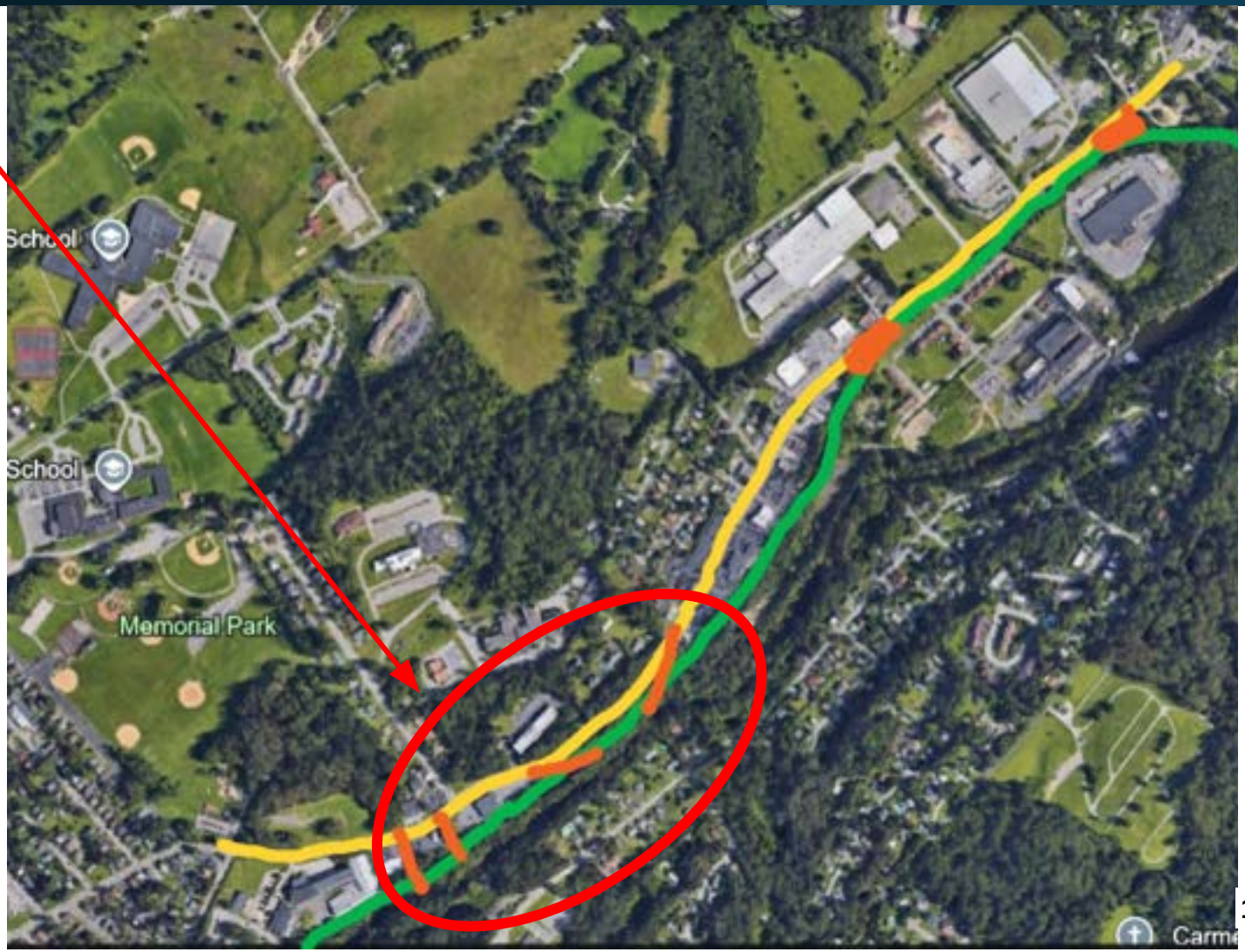


Address Encroachments onto Beacon's Right of Way



Connections to Beacon-Hopewell Rail Trail

Sectors 4 & 5



@ Pedego





@ Central Hudson





Complete Streets Guidelines

- A Complete Street is a roadway planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities. This includes pedestrians, bicyclists, public transportation riders, and motorists; it includes children, the elderly, and persons with disabilities.

- The Committee has worked to advance the City of Beacon Resolution #149 of 2016, Adopting Complete Streets Guidelines and it stated support for the principles of Complete Streets.



What would a Complete Fishkill Ave Look Like?

- Public Right of Way (ROW) is land between private property that is owned by City of Beacon, including the roadway
- Fishkill Ave ROW varies, but is widest on south side between Conklin and Mill
- Room to add complete street improvements
- Things that go in the Public Right of Way:
  - Vehicle travel lanes
  - Public utilities (hydrants, light poles, drainage, etc.)
  - Sidewalks and pedestrian amenities (benches)
  - Street trees, landscaping, bioswales (stormwater mgmt.)
  - Bike Infrastructure (sharrows, buffered bike lane, cycle track)
  - Turn lanes
  - Medians or traffic calming
  - On-street parking

Bike Sharrows & Street Trees



Existing Right-of-Way Varies
Drawing reflects 10ft building setback from end of 54 ft public ROW.

Bump Outs with Bus Shelters



Existing Right-of-Way Varies
Drawing reflects 10ft building setback from end of 54 ft public ROW.

Buffered Bike Lanes & Street Trees



Existing Right-of-Way Varies
Drawing reflects 10ft building setback from end of 54 ft public ROW.

On-Street Parking & Street Trees



Existing Right-of-Way Varies
Drawing reflects 10ft building setback from end of 54 ft public ROW.

Buffered Bike Lane Example & Existing Curb Conditions











Email Comments or Questions to the Committee at:

fishkillavenuecommittee@beaconny.gov

Appendix G1
Community Feedback from Pop-Up Events & Online Survey

Fishkill Ave Design Committee

July 17, 2024 Pop-Up @ Trax Groveville Mills

Committee members attending: Olga Luz Tirado, Nick Guertin, Natalie Quinn, Yvonne Caruthers, Garrett Duquesne

Note taker: Nick Guertin

Summary of Community Feedback

- Traffic and parking are a concern – "already too many buildings and too many cars"
- City needs to prioritize taking care of sidewalks that run through the corridor and connect to downtown – overgrown with vegetation and poorly maintained. This couple shared feedback that they regularly walk the Corridor, and felt the existing sidewalk (North side) along Fishkill Avenue should be widened, as well as the need to add a sidewalk to the south side along Fishkill Avenue.
- Supportive of adding a new connection to area served by Matteawan Road somewhere along the Corridor.
- Observed that many people are regularly walking and utilizing the area – noted in particular that many residents of Hedgewood are using the corridor to visit the shopping plaza (the plaza containing Family Dollar, Autozone, etc)

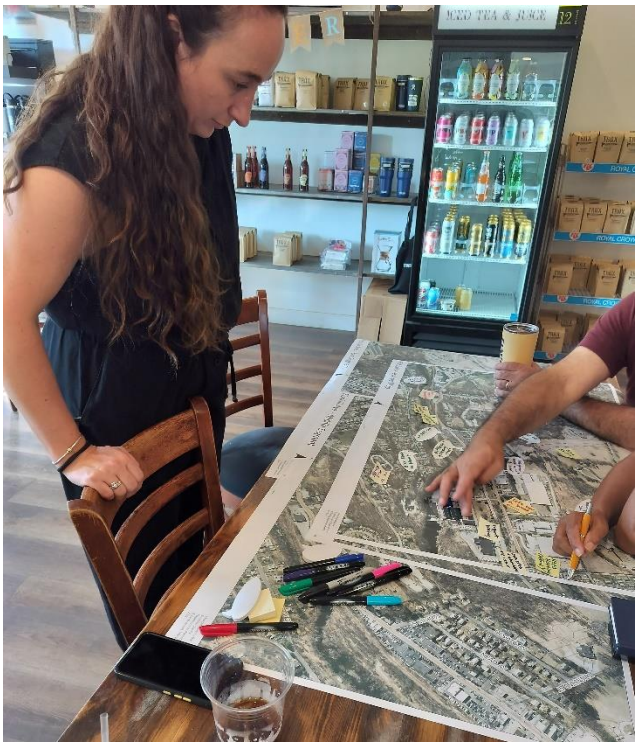
- This individual indicated that he previously patronized the laundromat, and often drives through the area as part of his regular commute.
- He is also a regular biker, and supported the idea of re-activating the currently dormant bridge crossing the creek and connecting Front Street and Bridge Street. \
- He also reported that he avoided using Fishkill Ave for biking as he feels it is unsafe and not suitable – instead diverts through adjacent neighborhoods.

- Individual reported that they often observe residents from Hedgewood are often in the street and avoiding sidewalks due to poor conditions, especially for those with limited mobility.
- Supportive of the connection to Matteawan from Fishkill Ave and felt it would be especially good for biking connectivity.
- "We need more housing, and we need it to be affordable"
- Interested in the opportunity for more community amenities – such as a grocery store. He is a resident of Beacon but works in Poughkeepsie, he finds that traffic during his rush hour commute within the corridor is not a major issue. He also

shared that he would bike to amenities in the area if they existed (such as a grocery store).

- Feedback response included thoughts that any implementation of the rail trail would give more reason to visit the area along the Corridor.
- Respondent was a Beacon resident of twenty years, and works in Poughkeepsie. Wants to see mixed-use development, not just housing.

- Feedback focused on pedestrian safety – specifically the crossing at the Mill Street intersection near Groveville. Crosswalk is poorly located and auto traffic is a major concern for individuals who attempt to cross the road.





Beacon Avenue Concepts Committee
Trax – Sunday, July 28th 10:00AM-12:00PM
Natalie & Olga's Notes

- Look at 2004 study for repairing pedestrian bridge
- Preferred path and connection
- Langrove really two parcels. Limited development due to slope and narrowness of parcel. Can this be land banked as open space?
    - Issue with illegal dumping here
- Walking and biking connection needed to Townsend
- Walking connections to Downstate?
- Fishkill / Mill st / New rd → very important node in corridor
- Traffic calming should be added where the speed limit changes
- There are zero trashcans along Fishkill → lead to littering
- Look at public transit routes – is this a bus route> can we add bus shelters?
- Bad lighting at night for crossing street is an issue
- Need more aesthetic charm and trees along fishkill
- Allow modern architecture
- POPS- incentivize or require privately owned public spaces
- Reduce curb cuts and driveways
- Beacon Endurance – cycling and fitness group
    - Rt 52 dangerous for cyclists. Create signage or sharrows to slow motorists down
    - Traffic calming methods
    - True lights on Mill Street
- Boundary between Fishkill and Beacon – too quick 40 mph to 30 mph. No one slows down
- Head in parking at laundromat is a hazard
- The lighting sequence from Fishkill doesn't slow traffic
- Can we get additional funding from State Historic Preservation or other 501c3?
- NYS Bicycle Laws – children ride on sidewalk adults on street – Neither are safe

Beacon Avenue Concepts Committee
Trax – Sunday, July 28th 10:00AM-12:00PM
Written comments from maps

- Allow modern architecture
- Flashing light (at Blackburn – Wilkes – Franklin intersection)
- Need better visibility for crossing and general pedestrian traffic (Blackburn)
- Safe bike corridor for kids biking to school
- Compass Arts + Beacon Music Factory – kids bike here!
- Future options for bike lanes
- Rail Trail is good idea ++
- Slow traffic *bike lanes have been shown to slow vehicles and reduce all accidents ped/motor/etc.
- Repave looks like crap (Fishkill by Delavan Av)
- Rail trail connection! (around 340 Fishkill, just SE of Mavis)
- Add greenspace and landscaping +
- Improve sidewalk for Hedgewood senior citizen residents. Especially for walkers.
- Hedgewood and walking to Dollar Store
- Walkability and ADA
- Bike lanes on Fishkill Ave
- Not just all housing
- Mixed use
- Buildings max of 2 stories – do not obstruct mountain view
- Water storm discharge (behind 410 Fishkill Avenue)
- Bad culvert erosion (behind 410 Fishkill Ave)
- Bike infrastructure (proposed connection road to Matteawan) ++
- Would be nice. Ped and car (proposed connection road to Matteawan)
- Will help alleviate traffic (proposed connection road to Matteawan)
- Consider res. Development at prison. Bike connections (Prospect)
- Different grocery store
- People bike Liberty to Main Street
- We use this bridge (bridge to Liberty St)
- Remove current barricades and widen access for bikes (bridge to Liberty St)
- Remove head in parking (sticker pointing somewhere near Townsend)
- Flashing light (in front of 434 Fishkill – laundromat)
- Better crossing to laundry
- Preferred path (Spencer Ln to State Street)
- Left turn is hard (off of Mill Street)
- Dummy cop car and flashing! (Mill Street) +
- Flashing crosswalk light (Mill Street) like Fishkill
- Make flashing light a true light (Mill Street)
- Crosswalk not in right location (Mill Street)
- Support biking
- Culverts and lack of shoulders are issue.
- Need housing. Affordable.

Beacon Avenue Concepts Committee
Trax – Sunday, July 28th 10:00AM-12:00PM
Written comments from maps

+ = comment reiterated or seconded

CALDERON ARCHITECTURE & DESIGN

5 Cliff Street
Beacon, NY 12508

Fishkill Avenue Concepts Committee
2024-06-09 Strawberry Festival Public Outreach Ideas

Mapping Exercise Notes

- West Segment
  - Blind corner at Ron's Ice Cream
  - Overgrown vegetation along some stretches
  - Lack of stormwater drains and vegetation
  - Need for more pedestrian refuge from park onwards
- Middle Segment
  - Conklin St. – potential rail trail access
- East Segment
  - Better speed light indicators
  - Wider sidewalks for pedestrians and cyclists
  - Remove fence and barbwire on State St.
  - Improve crosswalk safety on Mill St.
  - Welcome to Beacon sign at the end of Fishkill Ave.

General Comments

- Need for mixed use
  - Fresh Produce on FA
- Pedestrian safety
  - More crosswalks
  - Raised at downtown crossings
  - Fix flashing crossing lights
  - Sidewalks
    - Widen
    - Handicap access, consider the elderly
- Bicyclist safety
  - Bike lanes physically separate from street
- Zoning overlay district
- Traffic
  - More visible speed indicators
- Improve 'scary' pedestrian bridge over Fishkill Creek
- Cut back overgrowth
- Conserve open space

Fishkill Avenue Survey Responses (35 Total Received to Date)
Summary Report - August 07 2024
For Committee Review

QUESTION 1	YES (raw)	NO (raw)	YES (%)	NO (%)
Have you heard of the Fishkill Avenue Concepts Committee? If yes, how?	30	5	85.7%	14.3%

QUESTION 2	Walk Only	Bike Only	Drive Only	Walk + Bike	Walk + Drive	Bike + Drive	All Three	No Mention	
How do you use and experience Fishkill Avenue (Mobility Focused)	4	1	9	4	3	3	3	8	RAW TOTAL
	11.4%	2.9%	25.7%	11.4%	8.6%	8.6%		22.9%	PERCENTAGE

QUESTION 2	Lives Nearby Only	Visit Businesses / Amenities Only	Exercise / Recreation Only	Use as a Thoroughfare (all modalities) Only	Lives Nearby + Use as a Thoroughfare	Exercise / Recreation + Use as a Thoroughfare	Visits Businesses / Amenities + Exercise / Recreation	Visits Businesses / Amenities + Use as a Thoroughfare	Exercise / Recreation + Use as a Thoroughfare	Lives Nearby + Visits Businesses / Amenities + Uses as a Thoroughfare	Visits Businesses / Amenities + Exercise/Recreation + Uses as a Thoroughfare	
How do you use and experience Fishkill Avenue (Use / Activity Focused)	0	3	6	11	3	1	1	7	1	2	1	RAW TOTL
	0.0%	8.6%	17.1%	31.4%	8.6%	2.9%	2.9%	20.0%	2.9%	5.7%	2.9%	PERCENTAGE

QUESTION 3	City Gateway and Identity Only	Thoroughfare (all modalities) Only	Businesses / Community Amenities Only	Exercise / Recreation Only	City Gateway + Thoroughfare (all modalities)	Thoroughfare + Businesses / Community Amenities	City Gateway + Thoroughfare + Business / Community Amenities	No Identity or Peripheral	No relevant answer	
What role do you feel Fishkill Avenue plays within the City of Beacon?	2	17	1	0	1	3	2	3	4	RAW TOTAL
	5.7%	48.6%	2.9%	0.0%	2.9%	8.6%	5.7%	8.6%	11.4%	PERCENTAGE

QUESTION 4	Improve Safety and Conditions for Pedestrians Only	Improve Safety and Conditions for Bicyclists Only	Improve driving conditions / traffic issues / vehicle parking for Vehicles Only	Improve safety conditions related to vehicles / traffic Due to Vehicles Only	Improve public transit options Only	Improve Safety and Conditions for Pedestrians +Improve Safety Conditions for Bicyclists	Improve Safety and Conditions for Pedestrians + Improve driving conditions for Vehicles	Improve Safety and Conditions for Pedestrians + Improve Safety conditions due to Vehicles	Improve Safety and Conditions for Pedestrians + Improve Transit Options	Improve Safety and Conditions for Bicylists + Improve Safety conditions due to Vehicles	Improve Safety Conditions for Pedestrians+ Improve Safety for Bicyclists+ Improve Driving Conditions for Vehicles	Improve Safety Conditions for Pedestrians + Improve Safety for Bicyclists+ Improving Safety Conditions due to Vehicles	Improve Safety Conditions for Bicyclists+ Improve Driving Conditions for Vehicles+ Improve Safety Conditions due to Vehicles	No Relevant Answer	
What is your vision for Fishkill Avenue? i.e. How can it be improved? (Mobility Focused)	7	3	1	0	0	4	1	1	1	1	6	5	1	3	RAW TOTAL
	20.0%	8.6%	2.9%	0.0%	0.0%	11.4%	2.9%	2.9%	2.9%	2.9%	17.1%	14.3%	2.9%	8.6%	PERCENTAGE

QUESTION 4	Create or Improve Public Space / Green Space Only	Create New Housing / Affordable Housing Only	Create New Businesses Only	Create New Cultural / Community Spaces Only	Create New Mixed Use Development Only	Do Not Create New Development Only	Preserve Scenic Mountain Views / Viewsheds Only	Create or Improve Public Space / Green Space + Create New Businesses	Create or Improve Public Space / Green Space + Create Mixed Use Development	Create or Improve Public Space / Green Space + Do Not Create Development	Create New Housing / Affordable Housing + Create New Businesses	Create New Businesses + Preserve Mountain Views / Viewsheds	Create New Housing + Create New Businesses + Create New Cultural Spaces	No Relevant Answer	
What is your vision for Fishkill Avenue? i.e. How can it be improved? (Mobility Focused)	3	0	3	1	3	1	2	3	1	1	1	1	1	13	RAW TOTAL
	8.6%	0.0%	8.6%	2.9%	8.6%	2.9%	5.7%	8.6%	2.9%	2.9%	2.9%	2.9%	2.9%	37.1%	PERCENTAGE

Appendix H
Committee Member Biographies



Fishkill Avenue Concepts Committee Member Bios

J.C. Calderón

Committee Chair

- Founder & Principal, Beacon-based Calderón Architects; Licensed since 1997
- Former Member, Beacon's Planning Board & Main Street Access Committee
- Graduate of the Yale School of Architecture
- Beacon resident since 2010



Natalie Quinn

City Planner

- City of Beacon's Planning Consultant
- Earned master's degree in Urban Planning at Columbia University
- Biker, Hiker, Skier



Yvonne Caruthers

- Former cellist in the National Symphony Orchestra of Washington, D.C. for 35 years
- Founding member of the Beacon Bicycle Coalition
- Participated in the Hudson River Swim in 2024



Garrett Duquesne

- Professional Planner
- Works for local government in Westchester County
- Lifelong Beacon resident



Nick Guertin

- Worked in community development, affordable housing design, and city planning
- Manages community-based real estate development projects for a nonprofit organization
- On Board of Directors with the Association for Community Design
- Loves hiking, running, and biking



Jay Healey

- Chief Marketing Officer of Healey Brothers Automotive Group and managing partner of DKH Realty
- In business for over 40 years in Beacon, NY
- DKH Realty owns 409, 410, 420, and 42 Fishkill Avenue



Steve Jacobs

- Career working in politics and government
- Owner of a brand development and digital marketing firm
- Beacon resident since 2017



Atticus Lanigan

- Experienced urban planner
- Artist and writer
- A Beacon resident since 2008



Brent Stapleton

- Originally from Detroit
- Beacon resident since 2018
- English Teacher at James I. O'Neill High School in Highland Falls, NY.
- Father of a very rambunctious four-year-old boy, Otis, a loyal dog, Rufford, and a boisterous old cat, Pinot



Olga Luz Tirado

- Served as head of Bronx Tourism Council for 10 years
- Appointed to Governor's Tourism Advisory Council
- Owns a Marketing/ Communications firm
- Webby-winning Podcaster
- Beacon resident since 2022



Appendix I
Memorandum from Mayor Kyriacou Regarding Fishkill Avenue Corridor Ad Hoc Committee

City of Beacon, New York
Office of the Mayor
Lee Kyriacou, Mayor

845.838.5011
mayor@beaconny.gov

M E M O R A N D U M

TO: Beacon City Council, Community

FROM: Mayor Lee Kyriacou

DATE: 27 November 2023, minor revisions 6 December

SUBJECT: Fishkill Avenue Corridor Ad Hoc Committee

As Mayor, I am creating an ad hoc committee to develop conceptual ideas for the northeast section of the City of Beacon, around and including Fishkill Avenue (State Route 52), which I am calling the Fishkill Avenue Concepts Committee.

Substantive Details

- **Objective:** Working with the City Planner, to develop concepts, drawings, and proposals for the Fishkill Avenue corridor, including a rail trail next to State Route 52, a Matteawan Road connector, and linkage to Beacon Lofts, Fishkill Creek, and Greenway trail.
- **Scope:** This is not just about Fishkill Ave. / State Route 52, but rather for the Northeast section of Beacon along that route, including –
  - State Route 52 from Blackburn to City line;
  - Future rail trail, from East Main Street crossing to the City line;
  - Potential access road from Route 52 to Matteawan Road;
  - The private road (Mill Street) to the Beacon Lofts on Mason Drive;
  - The Greenway trail from East Main crossing bridge to the City line; and
  - The Bridge Street bridge.
- **Considerations:** While not a comprehensive list, here are some items to consider.
  - **Fishkill Ave. / State Route 52:** What future streetscape are we looking for along this road, recognizing that it is a main thoroughfare into and out of Beacon?
  - **Design Standards:** What are appropriate building design standards, e.g. proximity of buildings to the street, sidewalks, other aspects of look and feel?
  - **Commercial & Residential Components:** Do we want mixed use commercial / residential, including affordable housing (noting that encouraging affordable housing is likely to be considered citywide)? Are there considerations for commercial or residential space, e.g., where parking goes, can there be drive-thru?

- **Access to Matteawan Road:** What is an appropriate access route from State Route 52 to Matteawan Road (connecting to the high school, middle school, and Camp Beacon, as well as existing senior and affordable developments)? That includes thinking about bikes, pedestrians, and transit along an access road. If any additional surplus state land becomes available, what might be appropriate uses, e.g., light industrial or affordable housing?
- **Rail Trail / Bicycle / Pedestrian / Transit:** How should proposed a rail trail adjacent to State Route 52 be incorporated into concepts? What are appropriate bike routes, and how would they connect to commercial and residential areas? What about transit along Route 52?
- **Neighboring Residences:** What considerations are there for residential properties adjacent to State Route 52?
- **Pocket Park / Viewsheds:** Could a pocket park be developed alongside the rail trail and where? What spots along Route 52 might be appropriate as viewsheds?
- **Private Road (Mill St):** How should currently private Mill Street be incorporated into concepts? Should it become a public street?
- **Fishkill Creek / Bridge St Bridge / Greenway:** How should access to Fishkill Creek, including Bridge Street Bridge and Greenway trail, be incorporated into concepts?

Process Details

- **Members:** 9-11 members; interested people may apply on the City website, preferably before Dec 15; committee will include residential neighbors, businesses, and the rest of community; Council members may make recommendations to the Mayor.
- **Chair:** J.C. Calderon, architect and former Planning Board member; possibly a co-chair.
- **Timeframe:** January start; 6-9 month target; make the case if more time needed.
- **Frequency:** Recommend meeting every two weeks, though up to committee.
- **Resources:** The City Planner and/or other professional planning resources will advise and support, and may recommend additional specific expertise as needed.
- **Council Workshop:** The Mayor will invite the Committee to a City Council workshop (in person and/or online), for a briefing on the origin of this effort and early discussion.
- **Data Collection:** The City Planner will provide maps, property dimensions, zoning, etc. You should walk the involved areas, possibly multiple times.
- **Community Input:** Committee meetings should be public. The Committee should have appropriate public input, which might consist of in-person session once the Committee has some defined potential concepts, and a City Council hearing or some other appropriate input later on. The City website can be used for posting meeting time/location and materials. The City will assist with timing and logistics.
- **Starting Point:** Initial materials (City Planner can assemble) include: 2017 Comprehensive Plan (on City website), zoning/other maps with street and property dimensions, a concept map for an access road from Route 52 to Matteawan Road, any rail trail materials, and the Fishkill Creek Greenway & Heritage Trail Master Plan.

City of Beacon City Council Agenda
11/24/2025

Title:

Proposed Local Law Concerning the Transit Station District

ATTACHMENTS

Beacon - Draft Local Law re Transit Station (TS) Zoning District (11.21.2025)(PB Edits) (4927-1530-4827.1).pdf

City of Beacon Planning Board Memorandum Regarding Proposed Local Law Concerning the Transit Station District

Dutchess County Planning Memorandum Regarding Proposed Local Law Concerning the Transit Station District

Beacon - Schedule of Use Regulations (LL re Train Station Zoning District)(Updated) (4919-5698-7515.1).pdf

Beacon - Schedule of Dimensional Regulations (LL re Train Station Zoning District)(Updated) (4929-6584-8955.1).pdf

PROPOSED LOCAL LAW NO. ___ OF 2025

CITY COUNCIL
CITY OF BEACON

A LOCAL LAW AMENDING CHAPTER 223 OF THE BEACON CITY CODE CONCERNING THE TRANSITIN 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 Transitin 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 DevelopmentTS Trainsit 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 "Trainsit 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 Trainsit Station Area**

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

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

This article establishes a comprehensive review for land uses in the Trainsit 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.~~

DRAFT

~~(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.~~

~~C.~~ ~~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.~~

DRAFT

(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

DRAFT

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.

DRAFT

~~**(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~~

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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.

(c) 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

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~~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) A written description and illustrative graphics of the proposed project explaining how the proposal~~Information to establish that the proposed site plan~~ meets the ~~waterfront development~~ purpose of the TS District; how it is consistent with the City of Beacon Local Waterfront Redevelopment Program (LWRP); and establishes that the proposed site plan meets the standards set forth in Subsection **E**~~J~~.

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~~(b) Information to establish that the proposed site plan is in substantial conformance with the approved waterfront development concept plan.~~

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

(c) Three-dimensional renderings or visualizations that incorporate topography and the surrounding built and natural context of the site to show how the proposed architectural treatment and massing impacts 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.

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

~~(f)~~(e) 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, bike, 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 **EJ**.

~~**(c)** 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~~exceed 32 feet in height as measured from the ~~above~~ average grade at the curb line of Beekman Street, consistent with the bulk regulations of §223-41.7 and as illustrated in Attachment 4.

(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."

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(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. For the purposes of this section, "all-glass walls" shall mean any façade in which glazing exceeds 75% of the wall surface area (measured per story), to ensure that minimal non-glass elements cannot be used to circumvent this requirement.

(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.

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(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, architectural and prefabricated metal panels, 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, exterior building facades and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use. All exterior lighting for the project shall be dark-sky-compliant, fully shielded, and directed downward or otherwise appropriately shielded and designed to minimize excessive light. It shall have an attractive appearance compatible with

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the overall project design and waterfront character. Lighting intensity, fixture type (including lumen output), number, and locations shall be subject to Planning Board review and approval as part of the site plan review. Layered lighting approaches (e.g., pedestrian-scale lighting supplemented with low-lumen accent or building lighting) are encouraged where appropriate to enhance safety and aesthetics without over-lighting.

(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**, and any additional shielding or performance standards required to achieve dark-sky compliance.

(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. Site plan submissions shall include analysis of ingress and egress conditions, internal vehicular circulation (including parking areas), and pedestrian and bicycle circulation, particularly in relation to existing Metro-North parking and access constraints. Such analyses shall be of sufficient detail to demonstrate safe, efficient, and coordinated multimodal circulation throughout the site.

(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:

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(a) Enhances existing public access opportunities to the riverfront, in furtherance of the City's Comprehensive Plan, ~~and~~ Local Waterfront Revitalization Program (LWRP), the Beacon Hudson River Trail (BHRT), and the state's coastal policies, with such concepts being applied to this District and where not expressly applied to this District, the applicant and Planning Board shall apply such principals and concepts.

(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 trainsit 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

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minimize siltation and nonpoint source discharge of salted areas and any other pollutants. Best management practices shall be required.

~~(c) 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 Tra~~i~~nsit 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~~Tra~~i~~nsit Station District.**

A. Minimum site size: 3~~5~~ 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~~grade 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~~grade 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 extending west of the train tracks, owned by MTA, from the Waterfront Development (WD) Zone to the Waterfront Park (WP) District as follows:

> City of Beacon Tax Parcel No.: 5954-33-549777, but only that limited portion extending west of the train tracks shall be rezoned from the WD District to the WP District.

Section 9. The zoning map of the City of Beacon is hereby amended to change the Zoning District designation of a portion of the following parcel that is north of the existing WD Zoning District and east of the train tracks, owned by MTA, from the Waterfront Park (WP) District to the Tra~~i~~nsit Station (TS) District as follows:

> City of Beacon Tax Parcel No.: 5954-33-549777, but only that limited portion of said parcel that is east of the train tracks, north of Parcel No. 5954-25-549980, and for a distance of 465 feet north therefrom shall be rezoned from the WP District to the TS District.

Section 10. The Zoning Map of the City of Beacon is hereby amended to change the Zoning District designation of a portion of the following parcel that is south of Red Flynn Drive and east of the train tracks, owned by MTA, from the Waterfront Park (WP) District to the Tra~~i~~nsit Station (TS) District as follows:

> City of Beacon Tax Parcel No.: 5954-33-549777, but only that limited portion of said parcel that is east of the train tracks and south of Red Flynn Drive and for a distance of 335 feet therefrom shall be rezoned from the WP District to the TS District.

Section 11. 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 12. 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 Tra~~i~~nsit 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 Tra~~i~~nsit Station District.

Section 13. 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 14. 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 15. 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 16. 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.

City of Beacon
Planning Board
One Municipal Plaza, Suite 1
Beacon, NY 12508
Phone: 845-838-5002

John Gunn, Chair

November 17, 2025

Mayor Lee Kyriacou
Beacon City Council
1 Municipal Plaza
Beacon, NY 12508

Subject: City Council Referral of Local Law Amending the Beacon Zoning Code Concerning the Train Station (TS) Zoning District

On referral from the City Council, the City of Beacon Planning Board (the "Planning Board") reviewed the proposed Local Law amending Chapter 223 of the Beacon City Code to establish the Train Station (TS) Zoning District. The proposed Local Law was originally discussed by the Planning Board at its October 15, 2025 meeting, with continued discussion at its November 12, 2025 meeting. City Planner, Natalie Quinn, summarized the proposed Local Law for the Planning Board. The following comments are intended to provide the City Council with the Planning Board's review and recommendations regarding the Local Law.

After discussing the proposed Local Law, the Planning Board provides the following comments:

1. **Three-Dimensional Visualization and Viewshed Analysis.** The Planning Board recommends that the Local Law retain or include stronger requirements for three-dimensional visualizations that incorporate topography and surrounding built and natural context. In addition, a viewshed analysis from each protected viewshed identified in the LWRP should be required. The Board suggests retaining or adapting key language from §223-41.4G to ensure these analyses remain clear submission requirements.

2. **Lighting Standards.** The Planning Board recommends strengthening the exterior lighting standards to encourage thoughtful, dark-sky-compliant, and architecturally integrated lighting. A small number of targeted standards, such as lumen limits, layered lighting guidance, or clearer shielding requirements, would improve project review and site lighting design within the waterfront area.

3. **District Name.** Several members of the Board suggested that the Council consider renaming the district from "Train Station" to "Transit District" to better reflect the multimodal nature of the area, including buses, bicycles, pedestrian access, and the riverfront trail system.

4. **Ingress, Egress, and Parking Circulation.** The Board notes the importance of analyzing ingress, egress, and internal parking circulation, given the existing constraints of the Metro-North parking areas. Additional language clarifying expectations for traffic, pedestrian, and bicycle circulation analyses would strengthen site plan review.

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John Gunn, Chair

5. **Beacon Hudson River Trail (BHRT).** The Planning Board supports the Beacon Greenway Committee's request to include explicit reference to the Beacon Hudson River Trail (BHRT) within the TS development standards, to ensure that trail implementation and connections are incorporated into future development.

6. **Commercial Floor Area Requirement Near the Station.** The Planning Board is not fully supportive of entirely removing the requirement that a portion of development within 400 feet of the train station include nonresidential uses. The Board recommends that the Council consider reducing, rather than eliminating, the percentage; or alternatively, creating incentives to encourage mixed-use development where feasible.

7. **Clarification of Permitted Metal Paneling (§223-41.4(p)).** The Board recommends clarifying that high-quality architectural and prefabricated metal panel systems are permitted materials. The prohibition in the above referenced section should apply specifically to sheet metal panels, riveted metal, corrugated metal, or other low-quality utilitarian metal surfaces, rather than all forms of metal cladding. This clarification will help ensure that modern architectural metal panels remain available while excluding undesirable materials.

8. **Clarification of "All-Glass Walls" Prohibition (§223-41.4(k)).** The Planning Board recommends clarifying the prohibition on "all-glass walls" to prevent applicants from meeting the standard through minimal non-glass elements (e.g., a narrow metal band at the base of an otherwise fully glazed façade). Establishing a measurable glazing limit may better reflect the intent of the standard and prevent circumvention through nominal non-glass materials.

Sincerely,

John Gunn JG

John Gunn
Planning Board Chair

Dutchess County Department of Planning and Development

Fax Info Only		
	To	Date #pgs
	Co./Dept.	From
	Fax #	Phone #

239 Planning/Zoning Referral - Exemption Communities

Please Fill in this section

Municipality: **City of Beacon**

Referring Agency: **Municipal Board**

Tax Parcel Numbers(s):

Project Name: **Proposed Local Law Concerning the Train Station District**

Applicant: **City of Beacon**

Address of Property:

**Exempt Actions:*
239 Review is NOT Required**

- Administrative Amendments (fees, procedures, penalties, etc.)
- Special Permits for residential uses (accessory apts, home occupations, etc.)
- Use Variances for residential uses
- Area Variances for residential uses
- Renewals/Extension of Site Plans or Special Permits that have no changes from previous approvals

No Authority to review these Actions

- Subdivisions / Lot Line Adjustments
- Interpretations

☐ Exempt Action submitted for informal review

Actions Requiring 239 Review

- ☐ Comprehensive/Master Plans
- ☑ Zoning Amendments (standards, uses, definitions, district regulations, etc.)
- ☐ Other Local Laws associated with zoning (wetlands, historic preservation, affordable housing, architectural review, etc.)
- ☐ Rezonings involving all map changes
- ☐ Architectural Review
- ☐ Site Plans (all)
- ☐ Special Permits for all non-residential uses
- ☐ Use Variances for all non-residential uses
- ☐ Area Variances for all non-residential uses
- ☐ Other (Describe):

Parcels within 500 feet of:

- ☐ State Road:
- ☐ County Road:
- ☐ State Property (with recreation area or public building)
- ☐ County Property (with recreation area or public building)
- ☐ Municipal Boundary
- ☐ Farm operation in an Agricultural District

Date Response Requested: **10/31/2025**

Entered By: **Swanson, Benjamin**

These actions are only exempt in municipalities that signed an intermunicipal agreemment with Dutchess County to that effect.

For County Office Use Only

Response From Dutchess County Department of Planning and Development

No Comments:

- ☑ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Withdrawn
- ☐ Incomplete - municipality must resubmit to County
- ☐ Exempt from 239 Review
- ☐ None

Comments Attached:

- ☐ Local Concern with Comments
- ☐ Conditional
- ☐ Denial
- ☐ Incomplete with Comments- municipality must resubmit to County
- ☐ Informal Comments Only (Action Exempt from 239 Review)

Date Submitted: **10/10/2025**	Notes:	☐ Major Project
Date Received: **10/10/2025**		Referral #: **ZR25-296**
Date Requested: **10/31/2025**		
Date Required: **11/9/2025**	☐ Also mailed hard copy	Reviewer:
Date Transmitted: **10/28/2025**		

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; 11-17-2025 by L.L. No. 12-2025]

Permitted Uses by District	Reference Notes	All R1	All RD	T	GB	CMS	L	~~WD~~TS	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	P[2]	P	P	X	X	P	X	X	P	X	X
Two-family dwelling		P[2]	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	P[2]	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	~~X~~P	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
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		

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

[2] These uses, excluding townhouses, are only permitted on a parcel within the R1-5 Zoning District and not any other R1 Zoning District. Additionally, these uses are only permitted on a parcel in the R1-5 Zoning District if such parcel is located north of either side of Rombout Avenue, south of Verplank Avenue, east of South Avenue (a/k/a Route 9D) and west of Fishkill/Teller Avenue. For a parcel on the southern side of Rombout Avenue, such use is not permitted on a corner lot unless the driveway and the front of the house is located on Rombout Avenue.

Permitted Uses by District	Reference Notes	All R1	All RD	T	GB	CMS	L	~~WD~~TS	WP	FCD	LI	HI
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												
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	~~X~~P	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		

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; 11-17-2025 by L.L. 12-2025]

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	2,500	50	100	10	10	20	—	2.5 / 35	N.A.	40%	2	—	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[e]	5,000	i	50	100	10	10	20	—	2.5 / 35	—	40%	—	—	T[e]	
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
~~WD~~TS	~~3~~5 acres	—	—	—	—	—	—	—	See Art. IVA	—		—	15%	~~WD~~TS	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.

City of Beacon City Council Agenda
11/24/2025

Title:

Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

ATTACHMENTS

Keane & Beane, P.C. Memorandum Concerning a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

Draft Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc. (Redlined)

KEANE & BEANE P.C.
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PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT CORRESPONDENCE
NOT SUBJECT TO FOIL DEMAND

MEMORANDUM

TO: **Lee Kyriacou, Mayor**
Members of the City Council
Chris White, City Administrator

FROM: **Keane & Beane, P.C.**

RE: **Renewal of Cable Franchise Agreement**

DATE: **August 11, 2025**

The existing cable franchise agreement granted by the City of Beacon to Cablevision of Wappingers Falls, Inc. ("Cablevision") is set to expire on December 3, 2025. Altice, the parent company of Cablevision filed a request to renew its cable franchise agreement with the City of Beacon, as required by the 47 U.S.C. § 546 of the Federal Telecommunications Act and the regulations of the NYS Public Service Commission at 16 NYCRR Part 891. This memorandum will briefly outline the procedure to renew the cable franchise agreement and discuss what issues can and cannot be negotiated in a cable franchise agreement.

Our office is reviewing the draft renewal agreement and will work with the City Council and City Administrator on suggested edits to the agreement, which will be discussed at a work session this Fall.

I. Federal and State Regulatory Scheme for Cable Services

Cable Franchise Agreements are subject to regulation under the Federal Telecommunications Act (47 U.S.C. § 541 et seq), and Article 11 of the New York Public Service Law. The Federal Telecommunications Act places restrictions on what a municipality can and cannot require in a cable franchise agreement and the Regulations of the NYS PSC also have requirements.

The renewal process is governed by 47 U.S.C. § 546 and 16 NYCRR Part 891 that references 47 U.S.C. § 546. Under 47 U.S.C. § 546 there is a formal renewal process and an informal process. Cablevision's letter requesting a renewal stated that the City could proceed under an informal process but reserved the right to use the formal process if an agreement could not be reached under the informal process.

II. Informal Renewal Procedure

a) Altice, the parent company of Cablevision, filed a request to renew its cable franchise agreement with the City of Beacon, which started the process.

b) Cablevision sent a draft agreement to our office for review. The draft agreement has a term of ten years, which is the same length as the current franchise agreement. Our office will be suggesting changes to the initial draft agreement from Cablevision.

c) Schedule and Hold a Public Hearing.

1) To assist the City in negotiating the cable franchise agreement, there needs to be a public hearing. The first public hearing should obtain comments from the public to determine:

A) identifying the future cable-related community needs and interests, considering the costs of meeting such needs and interests; and

B) reviewing the performance of the cable television company during the then current franchise term; and

C) the quality of the operator's service, including signal quality, response to consumer complaints, billing practices, and overall service provided has been reasonable in light of community needs.

D) Once the renewal franchise agreement has been negotiated, another public hearing should be held and closed prior to a vote of the legislative body.

E) Under Beacon City Charter § 2.11, a public hearing for a franchise renewal shall be published at least three (3) weeks before the date of the hearing A copy of the request for the renewal must be made available by the City Clerk to the public upon request.

d) Approval of Franchise Renewal.

1) Approval of franchise. After closing the public hearing, the Council can vote whether to approve the franchise agreement. Unless there has been an "egregious" failure by the franchisee to provide services to residents, the Council should approve the negotiated franchise agreement.

2) 47 U.S.C. § 546 creates a presumption that the cable franchise agreement will be renewed.

3) As Cablevision is the only cable provider in the City of Beacon, a denial of the renewal application will result in a loss of cable service in the City.

4) A detailed record must be made if the Council is contemplating a denial of the franchise agreement.

e) Filing for a Certificate of Confirmation.

1) Once the Council approves the franchise agreement, the franchisee then files a request with the NYS Public Service Commission for a Certificate of Confirmation.

2) The filing of a timely application for a Certificate of Confirmation pursuant to 16 NYCRR Part 897 shall automatically extend the applicant's operating rights pending final action by the PSC.

3) The term of the cable franchise agreement begins when the PSC issues a Certificate of Confirmation.

III. Areas Not Subject to Regulation under Franchise Agreement

Frequent comment at public hearings on cable franchise agreements deal with subjects that are beyond the scope of the franchise agreement, for example:

a) Comment: Cablevision is the only cable provider in the City of Beacon, we need competition. Cablevision has a monopoly.

Response: The City may only issue non-exclusive franchises, so any other cable provider may apply to the City for a franchise agreement.

b) Comment: The cost of cable is outrageous; the City needs to force Cablevision to reduce its prices.

Response: Under the Federal Telecommunications Act, the City may only regulate the basic cable package, which is the rebroadcast of

local television stations, if the City is granted a certificate by the Federal Communications Commission to adopt rate schedules. 47 U.S.C. § 543. As few subscribers have the basic cable package, it is not cost effective for the City to regulate basic cable packages.

c) Comment: I don't get a particular cable channel; the City should require that the channel be provided.

Response: the City cannot require the franchisee to provide certain cable television channels or programming.

d) Matters not pertaining to cable service such as telephone or internet service cannot be regulated under the cable franchise agreement.

IV. Negotiable Provisions of a Franchise Agreement

Under State and Federal Law, the City may negotiate the following provisions contained within a cable franchise agreement:

a) Franchise Fee – Under Federal Law, the City is entitled to a maximum of five (5%) percent of the "gross revenues" the franchisee derives from subscribers and non-subscribers. As such, the definition of "gross revenues" is a significant aspect of the agreement. If the definition of "gross revenues" is too narrow in scope the City may lose out on revenues, if it is too broad or open to interpretation, the City may similarly lose out on revenues for failing to adequately define the sources of revenue. For reference, the City currently imposes the maximum 5% of "gross revenues" in the existing agreement.

1) Please note the following as well:

A) Under Federal law, the franchisee is entitled to pass the franchise fee along to customers.

B) Under Federal law, the term franchise fee can be listed on the bill delivered to customers as a line item.

C) Under Federal law, the franchisee may deduct the amount it pays to the City to provide operation support for PEG access from the franchise fee.

D) The franchisee may offset the amount payable under the franchise fee from the special franchise tax it pays on the value of its physical equipment within the City's right-of-way.

E) Streaming apps provided through the cable box are subject to the cable franchise fee.

F) Advertising revenue can be included within gross revenue.

2) Telephone service and internet service are not cable services so they are not included within the definition of gross revenue.

b) The franchise agreement can require a cable operator to carry channels for public access, education (school district), and government (boards) (PEG). Currently Cablevision is providing a government channel. The cable agreement may also provide PEG grant funding for the acquisition of capital equipment used to broadcast board meetings on the Government Channel.

c) The City may require the franchisee to provide free services to public buildings and schools. This already occurs per the existing franchise agreement.

d) The franchise agreement can impose right-of-way management and safety rules.

e) Consumer protection regulations if they are not inconsistent with State and Federal laws.

f) Accountability standards and procedures to ensure the terms of the franchise agreement are being met.

Subject to final review and approval by Altice USA management

A FRANCHISE RENEWAL AGREEMENT

between the

City of Beacon, Dutchess County, State of New York

and

Cablevision of Wappingers Falls, Inc.

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

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A FRANCHISE RENEWAL AGREEMENT

WHEREAS, City of Beacon (hereinafter referred to as ~~"Beacon")~~"Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, Cablevision of Wappingers Falls, Inc., (hereinafter referred to as "Franchisee"), or, if applicable Franchisee's predecessor in interest, having previously secured the permission of the ~~City~~Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that expire~~sd~~ on ~~November 15~~December 03, 2025~~14~~, has petitioned the ~~City~~Municipality for a renewal of such franchise; and,

WHEREAS, the ~~City~~Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law; ~~and,~~

WHEREAS, the ~~City~~Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

WHEREAS, the ~~City~~Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible; ~~and,~~

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the ~~City~~Municipality is a basic assumption of the parties in this Agreement; now, therefore,

The ~~City~~Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 "**Affiliate**": any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.2 "**Area Outage**": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a location affecting five or more subscribers.

1.3 "**Basic Service**": Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Access Channel(s) required by this Franchise.

1.4 "**Cable Act**": Title VI of the Communications Act of 1934, as amended.

~~1.1~~1.5 "**Cable Service**" ~~or "Service":~~ the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which

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is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

~~1.2~~1.6 "**Capability**": the ability of the "Franchisee" to activate a described technological or service aspect of the "Communications System" without delay.

1.7 "**Channel**": Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as amended.

~~1.3~~1.8 **"City":** the City of Beacon, Dutchess County, State of New York.

~~1.4~~1.9 "**Communications System**" (herein also referred to as "**System**"): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data, or other forms of electronic, electromechanical, optical, or electrical signals.

~~1.5~~1.10 "**Control**": The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

~~1.6~~1.11 "**FCC**": the Federal Communications Commission.

~~1.7~~1.12 "**Franchise**": the rights and obligations described in this document, and used interchangeably with the term "**Agreement**".

~~1.8~~1.13 "**Franchise Fee**": the fee paid by the "Franchisee" to the ~~"City"~~"Municipality" in exchange for the rights granted pursuant to the "Franchise."

"**Franchisee**": Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.

1.14

~~1.9~~1.15 "**Gross Revenue":** All revenue, as determined in accordance with generally accepted accounting principles, which is derived by "Franchisee" from the operation of the Communications System to provide Cable Service in the City.

(a) Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) B~~b~~asic ~~s~~Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Communications System in the City, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) pay-per-view and video on demand ~~and pay-per-view~~Cable Service over the ~~Cable~~Communications System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; ~~and~~ (v) Franchise Fees imposed on Franchisee by the City that are passed through from Franchisee as a line item paid by Subscribers; (vi) compensation received by Franchisee that is

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derived from the operation of Franchisee's Communications System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Communications System, such as "home shopping" or a similar channel, subject to the exceptions below, Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Communications System to provide Cable Service within the City, subject to the exceptions below.~~,~~ The allocation of ~~advertising~~ the revenue specified in this subsection shall be based on the number of Subscribers in the City divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

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(b) Gross Revenue shall not include: R~~r~~evenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business(provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as not constituting Cable Services revenue under federal or state law including, without limitation, revenue received from "telecommunications services" as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(~~46~~53), as amended; revenue received from "information services" as defined under Section 3 of the Communications Act, 47 U.S.C. §153(2~~0~~4), as amended, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to services that are not Cable Services in accordance with federal law, rules, regulations, standards or orders as amended, provided, however, should revenue from any service provided by Franchisee over the Communications System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the City shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NYSPSC approving such amendment; further provided that no such amendment shall be made to this Agreement until such time as all other Cable Service providers operating within the City are also required to provide revenue from such service to the City as gross revenue (as defined in the franchise agreements of such other Cable Service providers); DVR functionality; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Communications System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Communications System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Communications System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the City including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a municipal, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing

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entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue); sales of capital assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant ~~used by the City for capital costs~~.

1.16 **"Municipality":** the City of Beacon, NY and/or its authorized representatives.

1.17 "**Municipal Law**": all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

1.18 **"NYSPSC"**: the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.19 "**PEG Access Channel**": A video Channel, which Franchisee shall make available to the Municipality without charge for Public, Educational, or Governmental noncommercial use for the transmission of video programming by the Municipality.

1.20 "**Person**": an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.21 ~~1.17~~ **"State":** the State of New York

~~1.18~~ **"Subscriber":** A Person who lawfully receives Cable Service over the ~~Cable~~Communications

1.22 System with Franchisee's express permission.

1.23 "**"Transfer of the Franchise**": any transaction in which:

1.23.1 a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.23.2 ~~(b)~~ the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections ~~(a)~~1.2017.1 and ~~(b)~~1.2017.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee

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to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

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2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the ~~City. The grant of this~~Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, as now exist and may hereafter be changed.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the ~~City~~Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, ~~City~~Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2.~~0~~ and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

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2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the ~~City~~Municipality for permits or construction, or the manner of construction~~, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the Municipality shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, "unreasonably delay" shall mean the Municipality's failure to act on a permit application within thirty (30) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law~~.

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2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

2.5 Notwithstanding any other provision to the contrary, the failure of the Municipality on one or more occasions to exercise a right under this Agreement, or applicable state or federal law, or to require compliance or performance under this Agreement, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance with this Agreement,

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nor shall it excuse Franchisee from compliance or performance, unless such right or such compliance or performance has been specifically waived in writing. The failure of the Franchisee on one or more occasions to exercise a right under this Agreement, or applicable state or federal law, or to require performance under this Agreement, shall not be deemed to constitute a waiver of such right or a waiver of performance of this Agreement, nor shall it excuse the Municipality from performance, unless such right or such performance has been specifically waived in writing.

2.6 *Construction of Agreement*:

2.6.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.6.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545, as amended.

2.6.3 Should any change to state law, rules or regulations have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing and shall be subject to Section 222 of the New York Public Service Law and Title 16, Chapter VIII, Part 892, Subpart 892-1, Section 892-1.4 of the Official Compilation of Codes, Rules and Regulations of the State of New York requiring application to the NY PSC and approval of any modification. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, upon mutual written consent, the parties may agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.6.4 The Municipality and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

This Agreement shall not be construed as any limitation upon the right of the ~~City~~

3.1 Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places~~. The City~~ Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34~~.0~~ of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

4.0 TERRITORIAL LIMITS

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4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the ~~City.~~Municipality. In the event that any area outside the territorial limits of the ~~City~~Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

All rights and privileges granted hereby are subject to the police power of the ~~City~~Municipality to adopt and enforce ~~local~~ laws, rules and regulations ~~necessary to the health, safety and general~~

5.3 ~~welfare of the public.~~ Expressly reserved to the ~~City~~Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, ~~ordinances~~rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the ~~City~~Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

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5.4 The ~~City~~Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the ~~City~~Municipality.

5.5 Within ~~thirty (30~~sixty (60) days of receipt of formal notification of the ~~City's~~Municipality's approval of this Franchise, Franchisee shall file a request for certification of this Franchise with the NYSPSC and shall provide the ~~City~~Municipality with evidence of such filing.

5.6 The Mayor, or other person as designated by the ~~City~~Municipality, shall have responsibility for the continuing administration of the rights and interests of the ~~City~~Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require a vote of the ~~City's~~Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with Municipal Law.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location,

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height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

~~6.3 Provided there is an offer of dedication of public ways to the City, which~~

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~~guarantees that such streets and other public rights of way within a planned residential~~

~~subdivision will become publicly owned and under the exclusive control of the City, Franchisee~~

~~shall, to~~Provided there is an offer of dedication of public ways to the City, which guarantees that such streets and other public rights of way within a planned residential subdivision will become publicly owned under the exclusive control of the Municipality, Franchisee shall, ~~T~~to the extent commercially practicable, install its cable and other underground facilities at the same time as the public utilities, such as telephone and electric. Franchisee shall not be

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subject to this requirement in the event that it cannot obtain consent from the developer to access

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6.3 its property.

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~~6.4~~ Franchisee shall, to the extent commercially practicable, install ~~All~~all structures, lines and equipment erected by Franchisee within the ~~City~~Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility ~~which~~that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

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Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the ~~City~~Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures utilized in its System. Grantee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, ~~Grantee~~ Franchisee may not prune

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trees at a point below thirty (30) feet above sidewalk grade without prior notice to, and any

necessary and generally applicable approvals from, the ~~City~~Municipality. For purposes of this subsection,

emergencies exist when it is necessary to prune to protect from imminent danger: (i) the public;

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(ii) Franchisee's employees, or the employees of Franchisee's contactors or sub-contractors; or

(iii) Franchisee's facilities.

6.6 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within ten (10) business days (weather permitting), thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to at least as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within ten

2.1 (10) businessthirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

commenced, to the extent practicable. All such repair or replacement work shall be performed to

6.4 the reasonable satisfaction of the City. Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the CityMunicipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.5 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the CityMunicipality, any public utility serving the CityMunicipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the CityMunicipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the CityMunicipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

6.6 Nothing in this Agreement shall hinder the right of the CityMunicipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way materially interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the CityMunicipality and provided the CityMunicipality provides at least thirty (30) days' written notice to Franchisee.

6.7 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the CityMunicipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or

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lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior ~~written~~ consent of the Municipality, provided that such consent ~~of the City, which will~~shall not be unreasonably withheld, delayed or conditioned. ~~7.2 To the extent required by applicable law, at least one hundred twenty (120) days before a proposed~~In considering an application for the Transfer of the Franchise ~~is scheduled to become effective, Franchisee shall~~petition in writing for the City's written consent of such proposal. If the City fails to render a final decision on the request for a change of control within one hundred twenty (120) days after receipt by the City, such request shall be deemed granted unless the Franchisee and the City jointly agree to an extension of time. 7.3 The City, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

~~7.4 To the extent required by applicable law, Franchisee's written petition shall be filed with the City using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such information as is required pursuant thereto.~~
~~7.5 In the event that the City refuses to grant the aforementioned petition, it shall set forth specific reasons for its decision in writing by municipal resolution.~~

~~7.6~~ **7.2** No consent of the ~~City~~Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System~~, in whole or in part~~ in order to secure indebtedness, ~~or~~ for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, ~~or for~~for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.~~19~~18 above.

~~3.0~~8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

~~3.1~~8.1 Subject to the other terms and conditions of this Agreement, the ~~City~~Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

~~3.1.1~~8.1.1 ~~(a)~~ Franchisee fails, after sixty (60) days prior written notice from the ~~City~~Municipality, to comply or to take reasonable steps to comply with a m~~M~~aterial p~~P~~rovision or ~~M~~material ~~P~~provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

8.1.2 Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or

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substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

~~(c)~~ **8.1.3** Franchisee attempts or does practice a material fraud or deceit in its securing ~~or renewal~~ of this Franchise; or

~~(d)~~ **8.1.4** Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the ~~City~~Municipality, including but not limited to information pertaining to Franchisee's calculation of the ~~City's~~Municipality's Franchise Fee; or

~~(e)~~ **8.1.5** Franchisee fails to pay any legally owed taxes or fees due the ~~City~~Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or

~~(f)~~ **8.1.6** Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

8.1.7 Franchisee fails to obtain the prior approval of the ~~City~~Municipality for transfer or assignment of the Franchise pursuant to Section 7~~.0~~ of this Agreement.

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Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of ~~the City~~Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such ordinance or resolution shall be as follows: ~~the City~~Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period ~~the City~~Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the ~~City.~~Municipality. If Franchisee has failed to cure after the ~~duration~~expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the ~~City~~Municipality, the ~~City~~Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. ~~The City~~

~~3.2~~8.2 Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

~~3.3~~8.3 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is ~~directly~~attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government

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sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, epidemics, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

~~3.4~~8.4 In the event of such circumstances as described in Section 8.3, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the ~~City~~Municipality of the existence of circumstances described in Section 8.3. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be necessitated by any such events or conditions.

~~3.5~~8.5 Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any ~~service~~ Cable Service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the ~~City.~~ Municipality and the NYSPSC. Deletion of or changes to a programming service or functionality of the System shall not constitute abandonment of ~~service~~ Cable Service for purposes of this Agreement.

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~~3.6~~8.6 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the ~~City~~Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the ~~services~~ Cable Services authorized herein and provided to subscribers within the ~~City~~Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide ~~service~~ Cable Service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

~~4.0~~9.0 SEVERABILITY

~~4.1~~9.1 With the exception of material provisions, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

~~5.0~~10.0 EFFECTIVE DATE AND TERM

~~5.1~~10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

~~5.2~~10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

~~5.3~~10.3 Should any change to ~~S~~state or ~~F~~federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which ~~any~~an operator may provide ~~cable service~~ Cable Service in the ~~City~~Municipality, then Franchisee may, at its option, request that the ~~City~~Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the ~~City.~~Municipality. To

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the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the ~~City~~Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

~~6.0~~11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter ~~be~~ amended. In addition, the ~~system~~ System Franchise shall take reasonable measures to ensure that the System shall meet or exceed all applicable ~~and~~ technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

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~~6.1~~11.2 *Compliance with Federal and State Privacy Laws*: Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

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~~7.0~~12.0 SYSTEM SPECIFICATIONS

~~7.1~~12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's ~~C~~capability of providing the ~~services~~ Cable Service and ~~facilities~~ Sysem prescribed in this Agreement, the technical design of the System serving the ~~City~~Municipality shall be at the option of Franchisee and as further described in this ~~S~~section.

~~7.2~~12.2 ~~Construction shall be~~All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

~~7.3~~12.3 Franchisee's System shall provide for a minimum channel capacity of not less than seventy three (73) video programming channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and

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regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

~~7.4~~12.4 The System shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

~~7.5~~12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the ~~City~~Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the ~~City~~Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer~~, which~~ that Franchisee is authorized to serve, subject to the provisions of Section ~~15.1(b).~~15.1.2.

12.7 Parental Control: The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

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~~8.0~~13.0 SYSTEM PERFORMANCE STANDARDS

~~8.1~~13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction~~, including but not limited to 47 C.F .R. § 76.601.~~. Franchisee shall not be deemed to be out of compliance with this Section ~~12.0~~13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the ~~City~~Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

~~8.2~~13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the ~~City~~Municipality, provided such communications are authorized and licensed, as required by applicable law.

~~9.0~~14.0 SYSTEM MAINTENANCE AND REPAIR

~~9.1~~14.1 Franchisee shall establish and take reasonable measures to adhere to maintenance policies which provide Cable ~~s~~Service to subscribers at or above the performance standards set forth herein.

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~~9.2~~14.2 When interruption of Cable ~~s~~Service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

~~9.3~~14.3 Franchisee shall have a local or toll-free telephone number so that requests for Cable Service repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

~~9.4~~14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain ~~service~~ Cable Service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

~~10.0~~15.0 GENERAL SERVICE OBLIGATION

~~10.1~~15.1 Franchisee shall provide ~~cable television service throughout the territorial and~~jurisdictional ~~limits of the City~~Cable Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property~~, and located along public rights of way~~ within the ~~territorial and~~Municipality, subject to the following:

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~~10.1.1~~15.1.1 ~~jurisdictional limits of the City, as set forth below:(a)~~ With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the ~~City~~Municipality and situated within one-hundred and fifty (150) feet ~~of~~from the trunk or feeder cable shall receive such Cable ~~s~~Service at the standard installation charge. Underground installations and aerial installations in excess of one hundred fifty (150) feet shall be charged to subscribers at cost.

~~10.1.2~~15.1.2 All commercial structures within the territorial limits of the ~~City~~Municipality shall be able to receive such Cable ~~s~~Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Cable ~~s~~Service.

~~10.1.3~~15.1.3 ~~(c)~~ Franchisee shall extend the System to provide Cable ~~s~~Service to all areas of the~~City~~ Municipality along public rights-of-way which have a density of ~~thirty~~twenty-five (~~35~~)25) homes per linear mile of aerial cable or greater, or areas with less than~~thirty~~ twenty-five (~~35~~25) homes per linear mile of aerial cable where ~~the~~ residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC ~~Rules and Regulations~~.

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15.1.4 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide ~~service~~Cable Service to any person who fails to abide by Franchisee's terms and conditions of ~~service~~such Cable Service.

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15.1.4.1 Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal ~~or~~and State law.

~~10.2~~15.2 It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

~~11.0~~16.0 MUNICIPAL AND SCHOOL SERVICE

~~11.1~~16.1 Subject to Section 15.0 of this Agreement, and to federal law and FCC rules and orders, upon written request from ~~the City,~~Municipality, Franchisee shall provide, without charge within the ~~City~~Municipality, one Cable ~~s~~Service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the ~~City~~Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide ~~service~~ Basic Service to any such S~~s~~chool or Municipal office buildings~~public building~~, the ~~service~~ Cable Service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide ~~service~~ Cable Service to such S~~s~~chool or Municipal office buildings~~public building~~. Furthermore, Franchisee shall be permitted to recover, from any S~~s~~chool or Municipal office buildings ~~public building~~ owner entitled to free ~~service~~Cable Service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a ~~service~~ Cable Service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional ~~service~~ Cable Service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

~~11.2~~16.2 Upon written request from ~~City~~Municipality, Franchisee shall provide without charge ~~basic cable modem service~~Basic Service to one building for every State and local accredited elementary and secondary Schools and Public Libraries in the City as follows: (1) one standard installation per School or Public Library campus; (2) one cable modem per installation; (3) cable modem service the term of this Agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist and be modified from time to time.

~~11.3~~16.3 Franchisee shall provide without charge ~~basic cable modem service~~Basic Service to City Hall as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for City Hall even if City Hall or other place where the public business is conducted on behalf of the City shall be comprised of more than one building.

~~11.4~~16.4 As used in this Agreement, the terms:

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~~11.4.1~~16.4.1 "School" shall mean those educational institutions within the City chartered by the New York State Board of Regents pursuant to the New York Education Law.

~~11.4.2~~16.4.2 "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

~~11.4.3~~16.4.3 "Municipal office buildings" shall mean the City's City Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

~~12.0~~17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

~~12.1~~17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations requiring and pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

~~12.2~~17.2 Franchisee shall provide the ~~City~~ Municipality and the residents of the ~~City~~ Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules, and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

~~12.3~~17.3 The Franchisee shall designate up to (i) ~~at least~~ one (1) full-time activated public access channel, ~~;~~ up to (ii) ~~at least~~ one (1) full-time activated government access channel, and up to one (1) ~~/~~educational access channel~~; and (iii) one additional full-time activated channel for educational/governmental use whenever the first channel so designated shall have been used for such educational and governmental programming on the average of at least 12 hour per day during any 90 day period~~. All PEG channels provided by the Franchisee may be offered in any format using any transmission method. If required by applicable law, the PEG Channels shall be provided on Franchisee's basic service tier.

~~12.4~~17.4 Franchisee specifically reserves the right to make or change channel assignments in its sole discretion.

~~12.5~~17.5 ~~Subject To Subsections 17.5.1, 17.5.2 and 17.5.3 below, Franchisee shall provide to the City, for use in support of the production of local PEG programming, a PEG capital grant (the "PEG Grant") in the total amount of Fifty Thousand Dollars ($50,000) payable as follows: (i) the first installment of the PEG Grant in the amount of Twenty Five Thousand Dollars ($25,000) shall be payable within sixty (60) days of the effective date of this Agreement; and (ii) ten (10) subsequent installments of the PEG Grant, in the amount of Two Thousand Five Hundred Dollars ($2,500) each, shall be payable within thirty (30) day of the first (1st) through the tenth (10th) anniversaries of the effective date of this Agreemen~~[TO BE DISCUSSED]t.

~~12.5.1~~17.5.1 The PEG Grant shall be used solely by the City for PEG access equipment, including but not limited to, studio and portable production equipment, editing

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equipment, and program playback equipment, or for renovations or construction of ~~peg~~ PEG access facilities, and for any other PEG Capital related needs of the City.

~~12.5.2~~17.5.2 Upon request by the Franchisee, City shall provide Franchisee with an annual report setting forth ~~for the~~ a summary of all expenditures for PEG Access equipment and facilities from the PEG Grant paid to the City and the amounts, if any reserved for future capital expenditures for such purposes.

~~12.5.3~~17.5.3 The ~~City~~Municipality shall impose ~~at least~~ the same ~~obligation to the obligationcontained~~obligations as those in this Section 17.5 on all new and renewed providers of Cable Service in the ~~City. In~~Municipality. In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount ~~or aggregate value~~ than the obligations imposed in this Section 17.5, Franchisee's aggregate obligations under Section 17 .5 shall ~~thereafter~~ be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

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~~12.6~~17.6 To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE ~~CITY~~MUNICIPALITY

18.0 FRANCHISE FEE

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18.1 Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the~~City~~ Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Revenue for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the ~~City.~~Municipality. The twelve (12) month period applicable under this Agreement for the computation of the Franchise Fee shall be a calendar year. Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than ~~thirty (30~~sixty (60) days after the close of each such period. Late payments for Franchise Fees shall be subject to interest at the then-current rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) from the due date to the date that such payment is made.

18.2 ~~18.2 Each quarterly payment shall be accompanied by a~~ Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

~~18.2~~18.3 A brief report prepared by a representative of the Franchisee~~setting out in detail showing~~specifically detailing the basis for the Franchise Fee computation ~~of~~shall be provided to the ~~payment~~Municipality.

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~~18.3~~18.4 Franchisee shall be responsible for making available to the Municipality for inspection, copying, and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Service operation in the Municipality subject to the payment of Franchise Fees under this Agreement. Franchisee shall maintain such records for six (6) years at a location within the State of New York, provided that, if the Municipality commences an audit within that six (6) year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that six (6) year period. The Municipality shall conduct all audits expeditiously, and neither the Municipality nor Franchisee shall unreasonably delay the completion of an audit. The Municipality shall bear the costs of the audit unless the audit determines that the payment to the Municipality should be increased by five (5%) percent or more in the audited period, in which case the reasonable and customary costs of the audit, together with any additional amounts due to the Municipality as a result of such audit, shall be paid by Franchisee to the Municipality within thirty (30) days following written notice to the Franchisee by the Municipality of the underpayment, which notice shall include a copy of the audit report; provided, however, that Franchisee's obligations to pay or reimburse the Municipality's audit expenses shall not exceed an aggregate of Five Thousand Dollars ($5,000.00). If re-computation results in additional revenue to be paid to the Municipality, such amount shall be subject to interest charges computed from the due date, at a rate of nine percent (9%) per annum during the period such unpaid amount is owed. If the audit determines that there has been an overpayment by Franchisee, the Franchisee may credit any overpayment against its next quarterly payment. Such audit shall be conducted by a third party, at the Municipality's sole choice. The ~~City~~ Municipality or its agent may question and request data concerning the calculation or scope of the franchise fees paid by Franchisee to the City pursuant to this Section 18 within ~~three hundred sixty five days~~six (~~365~~6) years ~~days~~ of their payment. ~~For each such payment, after such three hundred sixty five (365) day period has run, the City shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment~~The parties agree that the period of limitation for the commencement of any action for recovery of any Franchise Fee payable hereunder shall be six (6) years from the date on which payment by Franchisee is due.

~~18.4~~18.5 ~~The City~~The Municipality shall impose a Franchise Fee of at least the same amount as in this Section 18.1 on all new and renewed providers of Cable Service in the ~~City.~~Municipality. In the event any new or renewed franchise agreement contains a Franchise Fee that is lesser in amount than the obligations imposed in this Section 18.1, Franchisee's obligations under this Section 18.1 shall thereafter be reduced to an equivalent amount.

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18.7. Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

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19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the ~~City~~Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

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~~(a)~~
~~(b)~~
~~(c)~~

19.1.1 Personal injury or death: $500,000 per person

$500,000 per occurrence

19.1.2 Property damage: $500,000 per occurrence

Excess liability or umbrella coverage:
~~$1,000,000 per person~~
~~$2,000,000 aggregate~~
~~$1,000,000 per occurrence~~
~~$2,000,000 aggregate~~

~~19.1.1~~19.1.3 $10,000,000

19.2 The ~~City~~Municipality shall impose at least the same insurance obligations as those in this Section 19 .0 on all new and renewed providers of Cable Service in the ~~City~~Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.

19.3 Franchisee shall ~~defend,~~ indemnify and hold harmless the ~~City~~Municipality, its officers, employees, and agents ~~acting on the City's behalf~~ from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. ~~The City~~ Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and ~~make~~by making available to Franchisee all relevant information under ~~the City's~~Municipality's control. Notwithstanding any provision contained herein and to the contrary, ~~if separate representation to fully protect the interest of both parties is necessary due to a conflict of interest between the City and counsel selected by the Franchisee to represent the City, provided Franchisee is unwilling to replace such conflicted counsel, Franchisee shall pay all reasonable legal expenses incurred by the City in defending itself with regard to any action, suit or proceeding indemnified by Franchisee, but such obligation shall not include reimbursement for the value of any services rendered by City officials or employees. Notwithstanding any provision contained herein and to the contrary,~~ Franchisee shall have no obligation to indemnify or defend the ~~City~~Municipality with respect to any programming provided by the ~~City~~Municipality or from ~~any claimarising from~~ the ~~City's~~Municipality's negligence or willful misconduct.

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19.4 Each insurance policy shall bear the name of the ~~City~~Municipality, and its elected officials, officers, employees, representatives, and agents shall be named as an "A~~a~~dditional I~~i~~nsured" on the policy and the Certificate of Insurance shall show this applies to the general liability coverage on the certificate. Each insurance policy shall be written on a primary and non-contributing basis, including any self-insured retentions. To the extent permitted by New York law, the Franchisee/provider waives all rights of subrogation or similar rights against the City of Beacon, and its elected officials, officers, employees, representatives, and agents. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or ~~of~~ any of its parent companies, affiliates, subsidiaries or assigns.

19.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the ~~City~~.Municipality. If any policy is canceled, ~~same~~it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage and, specifically with regard to "claims made" policies, Franchisee shall 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, Franchisee shall provide coverage retroactive through the date of expiration or cancellation of the insurance coverage(s) in the amount(s) required under this Agreement.

19.6 Upon request of the ~~City~~Municipality, Franchisee shall furnish to the ~~City~~Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The ~~City~~Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the ~~City~~Municipality shall have the right to review and approve ~~or disapprove~~ such policies or certificates, provided such approval shall not be unreasonably withheld or delayed. However, neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Franchisee (or its invitees arising under or out of this Agreement). Franchisee shall not do or permit to be done any act or thing that will invalidate or be in conflict with any insurance policies covering the same. Franchisee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies.

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~~19.7~~19.8 Franchisee hereby acknowledges that failure to obtain and carry the required insurance set forth above on behalf of the Municipality subjects the Franchisee to liability for damages, indemnification and other legal remedies available to the parties hereto and/or non-parties. The failure of the Municipality to object to the contents of the policy of insurance and/or

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certificate of insurance, or Franchisee's failure to file a certificate of insurance shall not be deemed a waiver of the insurance requirements or any and all rights held by the Municipality.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for ~~cable television service~~Cable Service shall be subject to the approval of the ~~City~~Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for ~~cable television service~~Cable Service.

~~20.3 Franchisee shall not unlawfully discriminate against individuals or classes of individuals in the establishment and application of its rates and charges for service.~~

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21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

22.0 ~~CITY'S~~MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The ~~City~~Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries ~~forthrightly and~~ in a timely fashion.

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22.2 When repeated subscriber complaints cause the ~~City~~Municipality to question the reliability or technical quality of Cable Service, the ~~City~~Municipality shall have the right and authority to test or require Franchisee reasonably to ~~investigate,~~ test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the ~~City~~Municipality in performing such testing.

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22.2.1 ~~(a)~~ In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the ~~City~~Municipality and conducted by Franchisee fails to identify and correct the cause, the ~~City~~Municipality may require that such testing be performed or supervised by a ~~City~~Municipality designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the ~~City~~Municipality for the reasonable costs of such designee

22.2.2 ~~(b)~~ The ~~City~~Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests. The ~~City~~Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. ~~The City~~ Municipality shall notify

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Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the ~~City~~Municipality conducts such inspection.

22.3 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the ~~City~~Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the ~~City~~Municipality and outside of the ~~City~~Municipality if such property is utilized in the operation of the System serving the ~~City~~Municipality.

23.0 ~~CITY'S~~MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The ~~City~~Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4 ~~through 25.6~~.

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23.2 If any of such information is not kept in the ~~City~~Municipality, or upon notice Franchisee is unable to provide the records in the ~~City~~Municipality, and if the ~~City~~Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the ~~City's~~Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE ~~CITY~~MUNICIPALITY

24.1 Upon request of the ~~City~~Municipality, Franchisee shall make available to the ~~City~~Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the ~~City~~Municipality, subject to the provision of Section 25.4 ~~through 25.6~~.

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24.2 Upon request, Franchisee shall furnish to the ~~City~~Municipality such additional information and records with respect to the operation of the System in the ~~City~~Municipality, and the Cable Service provided to the ~~City~~Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the ~~City~~Municipality in connection with this Agreement.

~~If~~Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any ~~of the records described~~valid reporting requirement in this Franchise ~~are proprietary in nature or must~~may be ~~kept confidential under federal, State, or local law, upon written request by the Franchisee,such information shall be treated as confidential, and to the extent consistent~~satisfied with ~~applicable law,such records shall be made available for inspection purposes only to~~ system-wide statistics, except those ~~persons within the~~related to Franchise Fees and consumer complaints.~~City who must have access to such information in order to perform their duties on behalf of theCity, subject to the provisions of Section 25.4 through 25.6.~~

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25.0 MANDATORY RECORD KEEPING

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25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain a full and complete ~~and up to date~~ set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the ~~City,~~Municipality, exclusive of subscriber service drops. ~~The City~~ Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25.0 and applicable law.

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25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the ~~City~~Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, ~~the City~~Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to those persons who must have access to such information in order to perform their duties on behalf of the ~~City.~~Municipality.

25.5 In the event ~~the City~~Municipality receives ~~a~~ request for disclosure of information provided by Franchisee to ~~the City~~Municipality that ~~the City~~Municipality believes in good faith it must provide under law, then ~~the~~City~~Municipality~~ shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to ~~the City~~Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its sole discretion that information requested by ~~the~~City~~Municipality~~ contains proprietary or confidential data, or if records requested by ~~the City~~Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to ~~the City's~~Municipality's request.

25.7 Franchise shall also retain the following records:

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25.7.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

25.7.2 Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

25.7.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of

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acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

~~25.6~~25.7.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

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26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer ~~service~~ Cable Service responsibilities.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall conspicuously and clearly display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing Cable Service~~services~~.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.3 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the ~~City~~Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting ~~services~~ Cable Services offered by Franchisee to residents of the Municipality.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by federal and State law.

29.2 Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its

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subscribers. In evaluating the performance of Franchisee under this section, the ~~City~~Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30.0 MISCELLANEOUS PROVISIONS

30.1 To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 ~~The City~~Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated ~~therein.~~herein.

30.5 This Agreement and Exhibit A hereto supersedes all prior agreements and negotiations between Franchisee and ~~the City~~Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

30.7 If any section, subsection, sub-subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

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30.8 The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the articles, sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

30.9 The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

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30.10 The City Administrator of the Municipality is the City of Beacon's official that is responsible for the continuing administration of this Agreement.

30.11 Notwithstanding anything to the contrary in this Agreement, no provision of this Agreement shall be construed as a waiver of the Municipality's rights under applicable federal and state law.

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31.0 NOTICE

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:
~~Cablevision Systems Corporation~~
~~1111 Stewart Avenue~~
~~Bethpage~~
Altice USA, Inc.
1 Court Square West
Long Island City, NY ~~11714~~11101
Attention: Vice President, ~~Government Affairs~~New York

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With a copy to:

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Cablevision of Wappingers Falls, Inc.
~~1111 Stewart Avenue~~
~~Bethpage~~1 Court Square West
Long Island City, NY ~~11714~~11101
Attention: Legal Department

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Notices to the ~~City~~Municipality shall be mailed to:
City of Beacon
1 Municipal Plaza
Beacon , NY 12508
Attention: Mayor

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Notwithstanding anything herein to the contrary, all notices from Franchisee to the Municipality may be served electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality.

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PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

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32.1 Upon ~~thirty (30~~sixty (60) days prior notification by the ~~City~~Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the ~~City~~Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

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32.2 Not less than thirty (30) days prior to any performance evaluation, ~~the~~ ~~City~~Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of ~~the City~~Municipality and reasonably related to the offering of Cable Service in the ~~City~~Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

32.3 During review and evaluation, Franchisee shall ~~fully~~reasonably cooperate with the ~~City~~Municipality and shall provide such information, and documents, as the ~~City~~Municipality may reasonably need to perform its review, subject to the provisions of Section 25.0 of this Agreement.

32.4 Each performance evaluation session shall be deemed to have been completed as of the date the ~~City~~Municipality issues a final report on its findings.

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.~~2~~3 of this Agreement.

33.0 EFFECT OF ~~CITY'S~~MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

33.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8.0 Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the~~City~~ Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8.0 and provided however that the claimed breach has occurred no later than three (3) years prior to ~~the~~ ~~City~~Municipality providing notice to Franchisee.

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34.0 COMPETITIVE FAIRNESS

34.1 In the event that the ~~City~~Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication

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facility which shall offer ~~services~~ substantially equivalent ~~to services~~ Cable Services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The ~~City~~Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the ~~City~~Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or ~~agreement~~similar authorization.

34.2 In the event that a non-franchised multi-channel video ~~service~~programmer/distributor provides ~~service~~ Cable Service to residents of the ~~City~~Municipality, the Franchisee shall have a right to petition for Franchise Agreement amendments ~~to the~~Franchise that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; ~~and~~ iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The ~~City~~Municipality shall not unreasonably deny Franchisee's petition.

34.3 Nothing in this Section 34.0 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35.0 APPROVAL OF THE NYSPSC

35.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, ~~or its successor agency,~~ and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC~~, or its successor agency~~.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

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City of Beacon

BY: _____

Mayor

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date: _____

CABLEVISION OF **WAPPINGERS FALLS, INC.**

By: _____
Senior Vice President, Government Affairs

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

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EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

City Hall
One Municipal Plaza
Beacon, NY 12508

~~Beacon Fire Head Quarters~~
~~425 Main Street~~
~~Beacon, NY 12508~~

~~Beacon Engine Company~~
~~57 East Main Street~~
~~Beacon, NY 12508~~

Beacon Transfer Station
905 ~~5~~ Dennings A venue
Beacon, NY 12508

Beacon Water & Sewer Dept.
4 70 Liberty Street
Beacon, NY 12508

~~Beacon Highway Department~~
~~23 Creek Road~~
~~Beacon, NY 12508~~

~~Lewis Tompkins Hose Co.~~
~~13 South A venue~~
~~Beacon, NY 12508~~

Beacon Fire Department
1140 Wolcott Avenue
Beacon, NY 12508

Beacon Volunteer Ambulance Corp.
One Arquilla Drive
Beacon, NY 12508

Beacon Board of Education
10 Education Drive
Beacon, NY 12508

Rombout Middle School

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84 Matteawan Road
Beacon, NY 12508

J.V. Forrestal Elementary School
125 Liberty Street
Beacon, NY 12508

Sargent Elementary School
29 Education Drive
Beacon, NY 12508

South Avenue Elementary School
60 South A venue
Beacon, NY 12508

Glenham Elementary School
20 Chase Road
Beacon, NY 12508

~~Maintenance Garage~~
~~36 North Cedar~~
~~Beacon, NY 12508~~

Howland Public Library
3 13 Main Street
Beacon, NY 12508

Beacon Recreation Center
23 West Center Street
Beacon, NY 12508

Beacon Highway Facility
30 Camp Beacon Drive
Beacon, NY 12508

Beacon High School
101 Matteawan Road
Beacon, NY 12508

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Discussion of Amended Concept Plan Allowing Residential Use In Building 100 at 248 Tioronada Avenue

ATTACHMENTS

248 Tioronda Avenue Development Scenarios - Slide Deck

Keane & Beane, P.C. Memorandum Concerning Concept Plan Review of 248 Tioronda Avenue

248 Tioronda Avenue Applicant Slides (Nov. 24, 2025)

248 Tioronda Avenue

As Built

Building 100

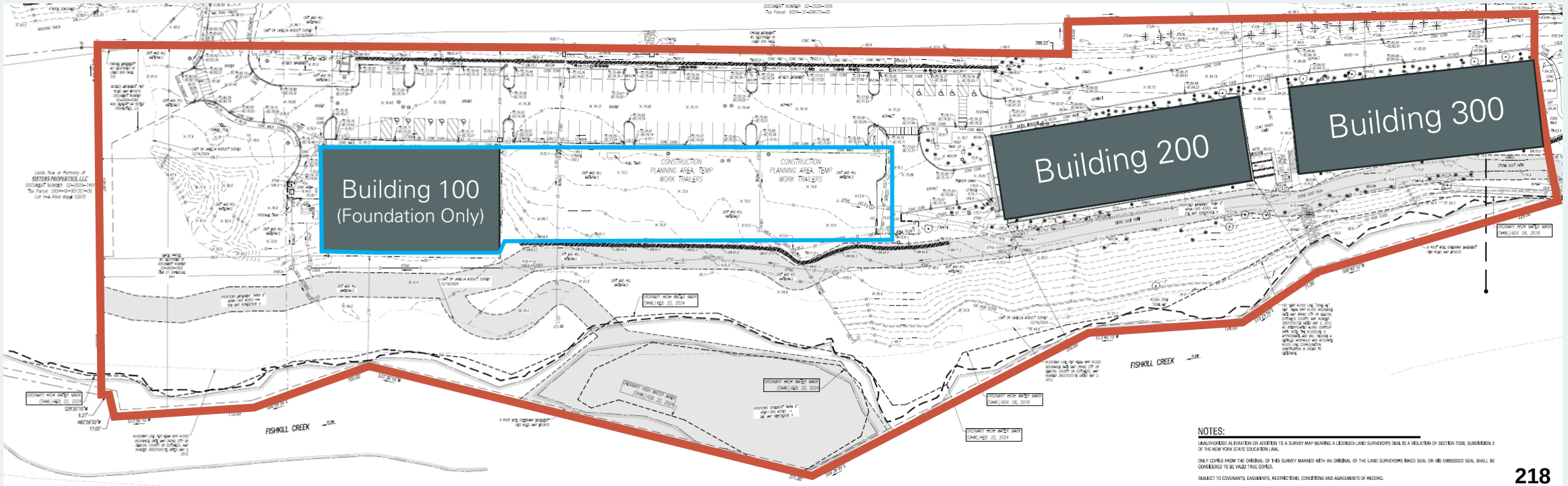
- Only foundation pad constructed
- Approved 2-story commercial
- Potential construction area outlined in blue

Buildings 200 and 300

- Built and occupied
- 3-story residential with basement parking
- Total Units: 64
- Total BMR Units: 8 units (12.5%)

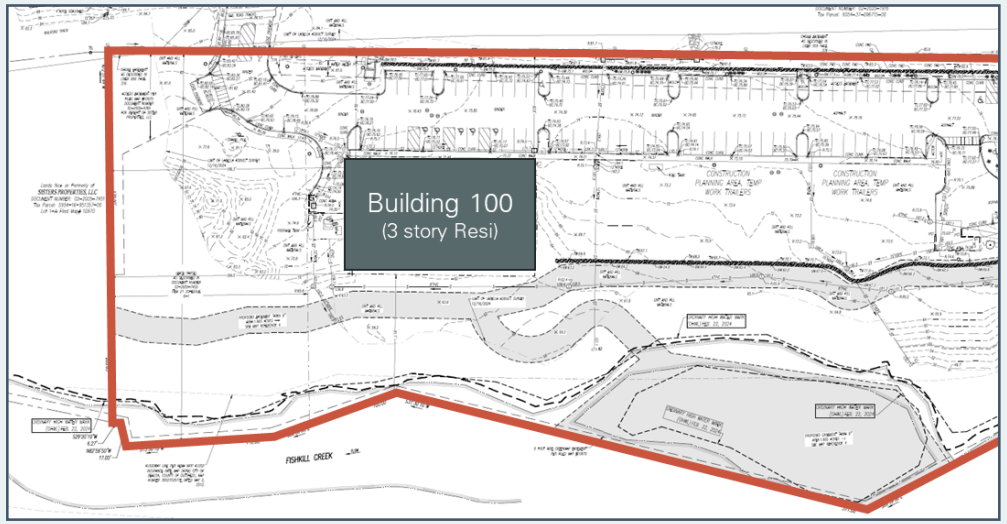
Total Parking On-Site

- 184 Spaces, plus 31 Land-Banked Spaces



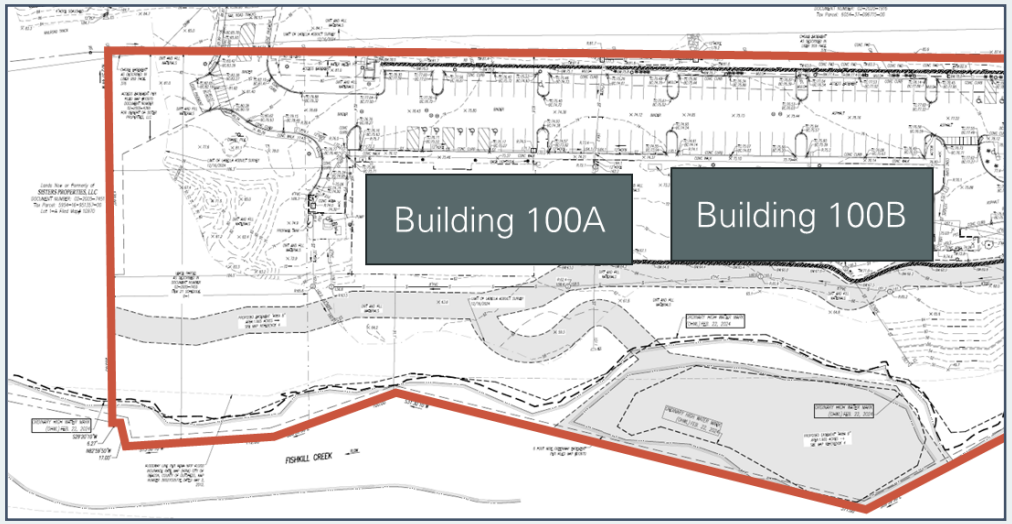
Low End

- No change to building footprint
- Increase height to 3-story
- Additional Units: 51
- Total Units: 115
- Total Parking Spaces: 184
- Proposed 15% BMR Provision
  - 5 units required (10%);
  - 3 additional units (+5%)
- Tax Revenue from Additional Units
  - City- $81,079; School District- $149,787



High End

- Increased building footprint
- 3-story residential with basement parking
- Additional Units: 136
- Total Units: 200
- Total Parking Spaces: 231
- Proposed 20% BMR Provision
  - 14 units required (10%)
  - 13 additional units (+10%)
- Tax Revenue from Additional Units
  - City- $216,240; School District- $399,432



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MEMORANDUM

TO: **City Council**
Lee Kyriacou, Mayor

FROM: **Keane & Beane, P.C.**

RE: **Concept Plan – 248 Tioronda Avenue**

DATE: **November 21, 2025**

Pursuant to the City of Beacon Zoning Code (the "Code") Chapter 223, Article IVC, the City Council is charged with approval of a Concept Plan for any development proposals within the Fishkill Creek Development (FCD) District. Approval of a Concept Plan by the City Council must precede any final approvals granted by the Planning Board. This memo outlines the duties and responsibilities of the City Council as it considers a Concept Plan for the proposed amendment to the Concept Plan for the 248 Tioronda Avenue project. I have attached the Concil's November 18, 2019 resolution approving the Concept Plan so you have that for reference.

CITY COUNCIL REVIEW OF THE CONCEPT PLAN

In connection with revisions to an approved FCD concept plan, § 223-41.13.F(4) provides that: "After approval, any proposed revisions shall be submitted to the City Council. The City Council, 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."

Pursuant to Code § 223-41.13.F(2)(d), the City Council is required to hold a public hearing on the Concept Plan prior to granting approval, which would require a hearing to consider the proposed amendment.

Pursuant to Code § 223-41.13.F(3)(b)[1]-[8], in approving the Concept Plan for the Project, the City Council is tasked with finding that the following conditions and standards have been satisfied:

1. The proposed Fishkill Creek development project is consistent with the purposes and requirements of the Fishkill Creek Development District and is otherwise in the public interest.

2. The proposed Fishkill Creek development project complies with § 223-41.13I(15), Fishkill Creek vegetative buffer, of this chapter.

3. The proposed Fishkill Creek development project meets the Fishkill Creek development design standards set forth in § 223-41.13I, to the extent applicable at the concept plan stage.

4. The proposed Fishkill Creek development project is consistent with the City's Comprehensive Plan, the Fishkill Creek Greenway and Heritage Trail Master Plan, and will not hinder or discourage the appropriate development and use of adjacent lands.

5. The proposed Fishkill Creek development project is planned as a cohesive unit with a comprehensive plan for ingress, egress, open space, landscaping, signage, circulation and utility service and the land uses are complementary.

6. The land uses in the proposed Fishkill Creek development project relate, visually and functionally, with surrounding land areas and land uses, and shall relate compatibly with other elements of the Fishkill Creek corridor.

7. The Fishkill Creek development project shall be sensitive to the site's relationship to the Fishkill Creek and shall be designed accordingly.

8. The FCD site is proposed to be developed in such a way as to maximize important views and view corridors throughout the development; and site layout and design has incorporated, protected and/or enhanced important views and view corridors, including those identified in the LWRP.

The City Council may, in approving the Proposed Action's Concept Plan, attach such conditions, safeguards and mitigation measures as it deems necessary or appropriate to assure compliance with all applicable standards and requirements, as well as to ensure that the intent and purposes of Article IVC of the Code are fulfilled. *See* Code § 223-41.13.F(2)(c).

Fishkill Creek development design standards.

As noted in item (3) above, the Council should also consider the design standards for the FCD when reviewing the Concept Plan, taking into account that the Council is reviewing a Concept Plan and the Planning Board will review the Site Plan with the design standards in mind. The design standards are set forth in and are as follows:

(1) All new buildings or substantial alterations of existing buildings in the Fishkill Creek Development District, shall comply with the following design standards. These standards are intended to supplement the provisions in Chapter 86, Architectural Design, and to relate historic buildings and traditional streetscapes in the area to new redevelopment efforts, while still allowing contemporary architectural flexibility.

(2) Key terms. Standards using the verb "shall" are required; "should" is used when the standard is to be applied unless the City Council or Planning Board, as applicable, finds a strong justification for an alternative solution in and unusual and specific

circumstance; and "may" means that the standard is an optional guideline that is encouraged but not required.

(3) General district standards. While the FCD District may contain various uses, development shall be planned as a cohesive unit, with a comprehensive plan for access, connected greenspace, landscaping, signs, circulation, and compatible architectural elements. Plans should build on the existing Beacon environmental and historic context.

(a) Proposals shall show previous buildings on the site and document inspiration from the City's industrial past along the riverfront and creek frontage, including the type and texture of materials, roof forms, spacing and proportions of windows and doors, and exterior architectural features. Building details may be traditional or may be more modern and simple.

(b) Construction on parcels in or directly adjoining the Historic District and Landmark Overlay Zone should reinforce historical patterns and neighboring buildings with an emphasis on continuity and historic compatibility, not contrast. The goal is to renew and extend the traditional character of the district, but new construction may still be distinguishable in up-to-date technologies and details, most evident in windows and interiors (see also Chapter 134, Historic Preservation).

(c) The plan shall be sensitive to the site's relationship to the Fishkill Creek and developed in such a way as to maximize important public views and view corridors throughout the development.

(4) Specific standards. See also the annotated photo examples in Figures 13-1 through 13-3, illustrating the design standards.[3]

(a) Historic mill buildings in Beacon generally had simple forms and repetitive window openings with flat or low-pitched gable roofs. Groups of related buildings shall be designed to present a varied but compatible mix. New construction should have rooftop cornices, capstones, parapets, railings, or projecting eaves.

(b) Architectural features, materials, and windows shall be continued on all sides of the building, avoiding any blank walls. Larger buildings should incorporate subtle breaks in the facade and window surrounds with projecting sills, lintels, or crowns to add some depth, shadow, and detail.

(c) Buildings shall have an emphasized entrance doorway to visually connect the building to the street frontage and an interconnected sidewalk and walking/bicycle path system to allow residents access to the street and Greenway Trail along the creek frontage.

(d) Industrial artifacts, such as stacks, towers, skylights, window frames, loading doors, and docks, should be retained or reproduced and incorporated into the design,

whenever possible. Railings, balconies, entrance canopies, lighting fixtures, and other functional details should use industrial styles, metal materials, and darker colors.

(e) Windows shall be divided into smaller panes to break up large areas of glass. Individual panes shall be greater in height than width, but the Planning Board may allow exceptions for transom lights, storefronts, and other specialty windows. Tinted or mirrored glass and large glass wall areas shall not be permitted.

(f) Commercial buildings shall have at least 70% glass on the first-floor facades. Residential floors shall have at least a 30% glass-to-wall ratio.

(g) For finish building materials, traditional brick is recommended with secondary elements of cement-based stucco, stone, smooth-finished fiber-cement siding, metal, 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, synthetic stucco, exterior insulation and finishing system (EIFS), or direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.

(h) Greenhouses, solar collectors, mechanical systems, and other rooftop accessory structures may project up to 15 feet above the maximum height, if set back at least 15 feet from the edge of a flat roof.

(i) Off-street parking, mechanical equipment, and refuse containers shall be located toward the rear or side of the site, under the ground floor of buildings, and/or screened from public views by approved landscaping or architectural elements. Window or projecting air conditioners shall not be permitted.

(j) Every site should include at least one pedestrian-oriented gathering place, green, landscaped plaza, courtyard, terrace, or outdoor eating area, using the building forms to frame, overlook, or complement the space.

(5) Energy efficiency. The plan for the Fishkill Creek development project shall be designed and arranged in such a way as to promote energy efficiency to the maximum extent practicable for all buildings, such as taking advantage of passive solar and solar panel opportunities.

(6) Landscaping, screening and buffering. A comprehensive landscaping plan, including proposed streetscape and rooftop elements, shall be submitted for the project.

(a) Sidewalks, open spaces, parking areas and service areas shall be landscaped and/or paved in a manner which will harmonize with proposed buildings. Materials for paving, walls, fences, curbs, benches, etc., shall be attractive, durable, easily maintained and compatible with the exterior materials of adjacent buildings.

(b) The Planning Board may require street trees, buffer landscaping, fencing or screening to separate land uses and to screen parking lots or structures, 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 emphasize native species, not include invasive species, and shall be appropriate to the growing conditions of the environment and this climatic zone.

(d) Green roofs and rooftop terraces and gardens are encouraged for visual and environmental reasons.

(7) Lighting. A comprehensive lighting plan with photometric measurements and fixture specifications shall be submitted for the project. Streets, drives, walks and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use.

(a) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in 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 process.

(b) All signs shall be of a size and scale as determined appropriate by the Planning Board to accomplish their intended purpose.

(9) Vehicle, bicycle and pedestrian circulation system and traffic access. The rights-of-way and pavement widths for all internal streets, drives, walks or other accessways for vehicles, bicycles 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 practicable and be narrow enough to slow traffic speeds. Commercial uses should be pedestrian oriented and assist in building walkable streets and a connection to downtown Beacon.

(10) Public access for greenway trails.

(a) While a Fishkill Creek development will require certain private elements for the security and benefit of its residents and property owners, a Fishkill Creek development shall provide public pedestrian access in a manner which enhances existing public access opportunities, and coordinates such public access with existing or anticipated opportunities for public access on adjacent lands to facilitate future linkages in a continuous pedestrian path system.

(b) In order to foster the purposes of this article, in order to implement the policies expressed in the City's Comprehensive Plan and the Fishkill Creek Greenway and Heritage Trail Master Plan, including the creation of greenway trails, and in order to increase public pedestrian access to and the potential for enjoyment of Fishkill Creek, each FCD project shall show a dry-land right-of-way or easement for the enjoyment of the public, which easement shall be not less than 20 feet in width traversing the entire length of the site unless configured otherwise by the Planning Board during the site development plan review process. To the maximum extent practicable, said right-of-way or easement shall be integrated so as to create linkages with existing and anticipated public pedestrian and bicycle trail systems on adjacent lands.

(c) The trail within said right-of-way or easement shall be constructed by the project developer and shall be maintained by the property owner. Said trail may be located in the Fishkill Creek buffer.

(11) Off-street parking and loading.

(a) General parking requirements.

[1] Off-street parking and loading areas shall be designed with careful regard to their relation to the uses served. 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. Off-street parking shall be located toward the rear or side of the site, under the ground floor of buildings, and/or screened from public views by approved landscaping or architectural elements.

[3] The construction of any proposed parking structures to accommodate the PCD project shall be integrated into the development.

(b) The FCD District parking shall be in accordance with § 223-26 of this chapter.

(12) Utilities and services.

(a) Underground lines. All on-site television, power and communication lines, as well as all 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 to be necessarily located above ground shall be adequately screened from view in an attractive manner.

(b) Approval of appropriate jurisdictions. All buildings within Fishkill Creek development 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.

(c) Television hookups. Television hookups shall either be by cable television or a central antenna system designed to minimize adverse aesthetic impact and shall not be by multiple individual satellite dishes.

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

(e) Cooling systems. Cooling systems shall be designed so as to minimize adverse aesthetic impact.

(f) Placement of utilities. Where possible, all utilities shall be placed within the right-of-way.

(g) Utility deficiencies. The FCD project shall address all known utility deficiencies which have a relationship to the project, the project's impact upon said utilities, and the project's implementation and/or financing of its fair share of the mitigation of said impact and deficiencies, including the dedication of utility easements to the City.

(13) Floodplain. The Fishkill Creek development project shall comply with the applicable provisions of Chapter 123, Flood Damage Prevention, of the City Code. All habitable stories shall be elevated above the one-hundred-year floodplain elevation.

(14) Historic preservation. Every reasonable effort shall be made to preserve and/or incorporate significant historic structures and artifacts as part of the FCD project.

(15) Fishkill Creek vegetative buffer.

(a) A protective creekside buffer measured from the top of the creek bank shall be observed. "Top of the creek bank" shall mean the highest elevation of land which confines Fishkill Creek.

(b) The protective creekside buffer dimension in § 223-41.14I of this chapter is a minimum and may be increased if necessary to mitigate the impact of the proposed development.

(c) With respect to development near the creekside buffer, the site plan shall address the following requirements:

[1] Site development shall be filled to the topography and soil so as to create the least potential for vegetation loss and site disturbance.

[2] Vegetation removal shall be limited to that amount necessary for the development of the site. Protection of tree crowns and root zones shall be required for all trees planned for retention.

[3] Vegetation indigenous to the site or plant community shall be restored in areas affected by construction activities. Temporary vegetation, sufficient to stabilize the soil, may be required on all disturbed areas as needed to prevent soil erosion. New planting shall be given sufficient water, fertilizer and protection to ensure reestablishment.

(d) All approved measures to mitigate the loss or impact to riparian habitat shall become conditions of approval of the project.

(e) The creekside buffer shall be protected by a conservation easement and/or covenants and restrictions which provide for the preservation of existing and proposed vegetation within said buffer.



Tuck Industries
Historical Aerial



Tuck Industries
Historical Image - 1

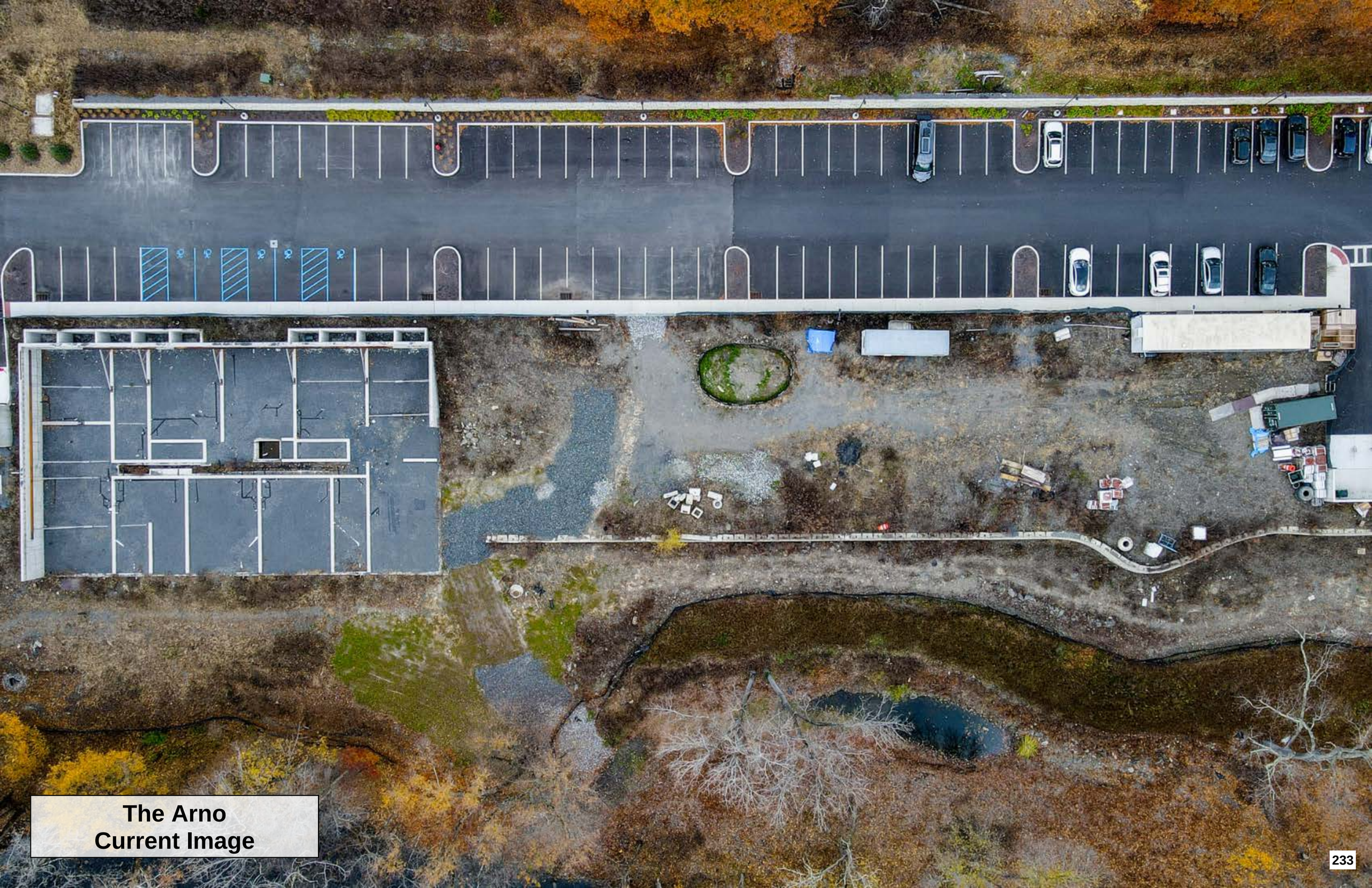


Tuck Industries
Historical Image - 2

The Arno
Current Image

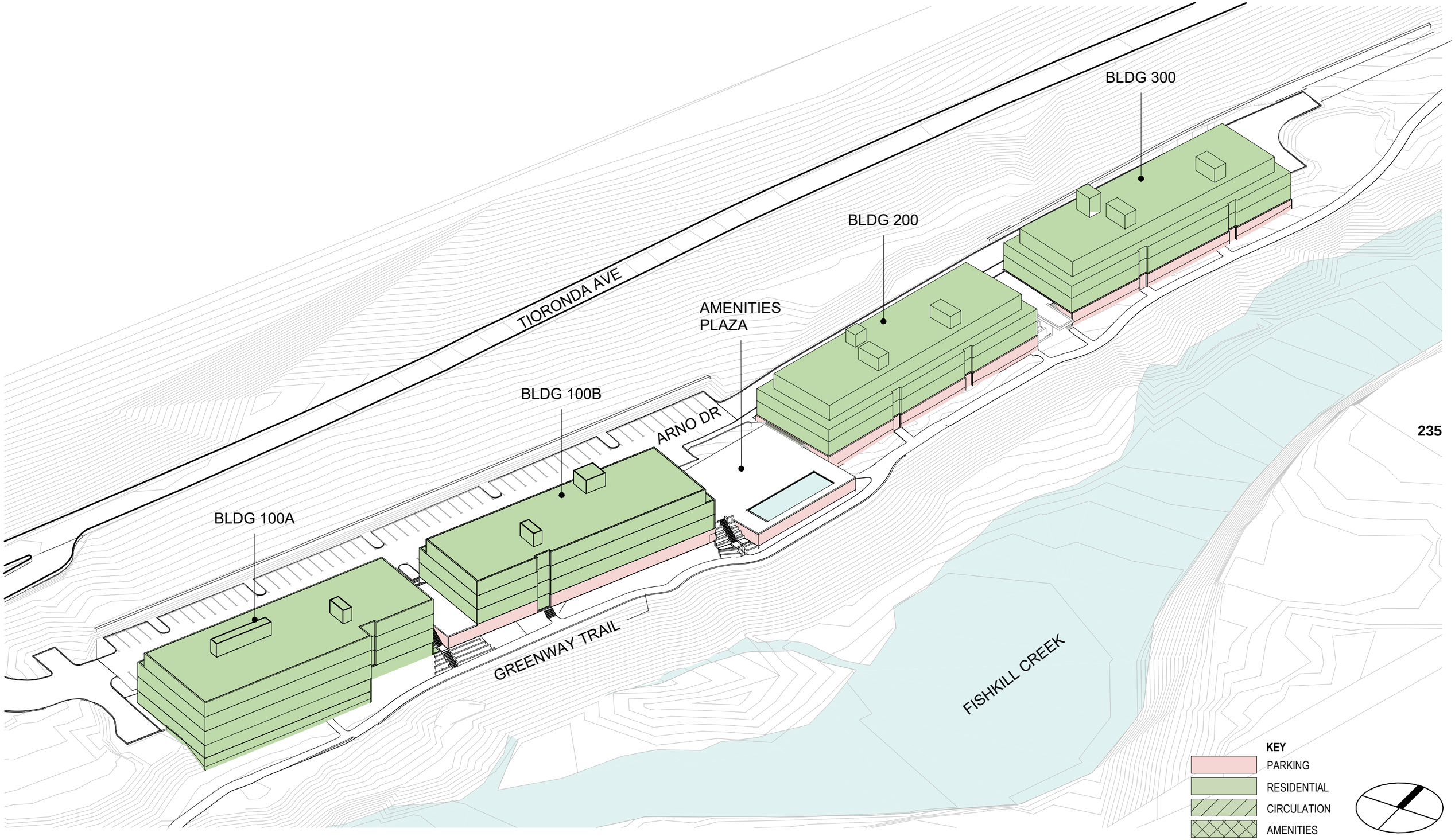


The Arno
Current Image



The Arno
Current Image

The Arno
Current Image



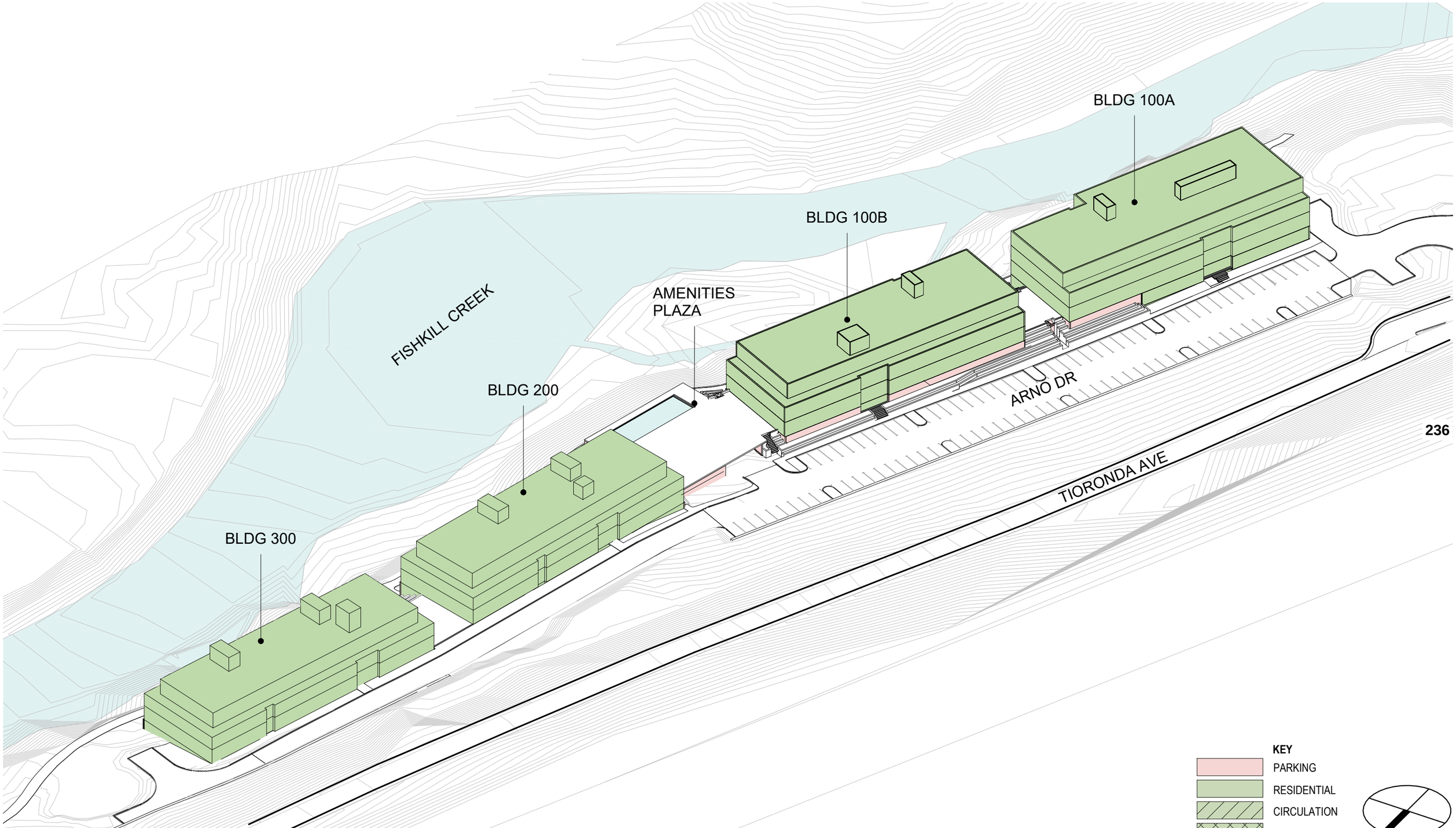
MASSING DIAGRAM - SE

248 TIORONDA AVE

BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

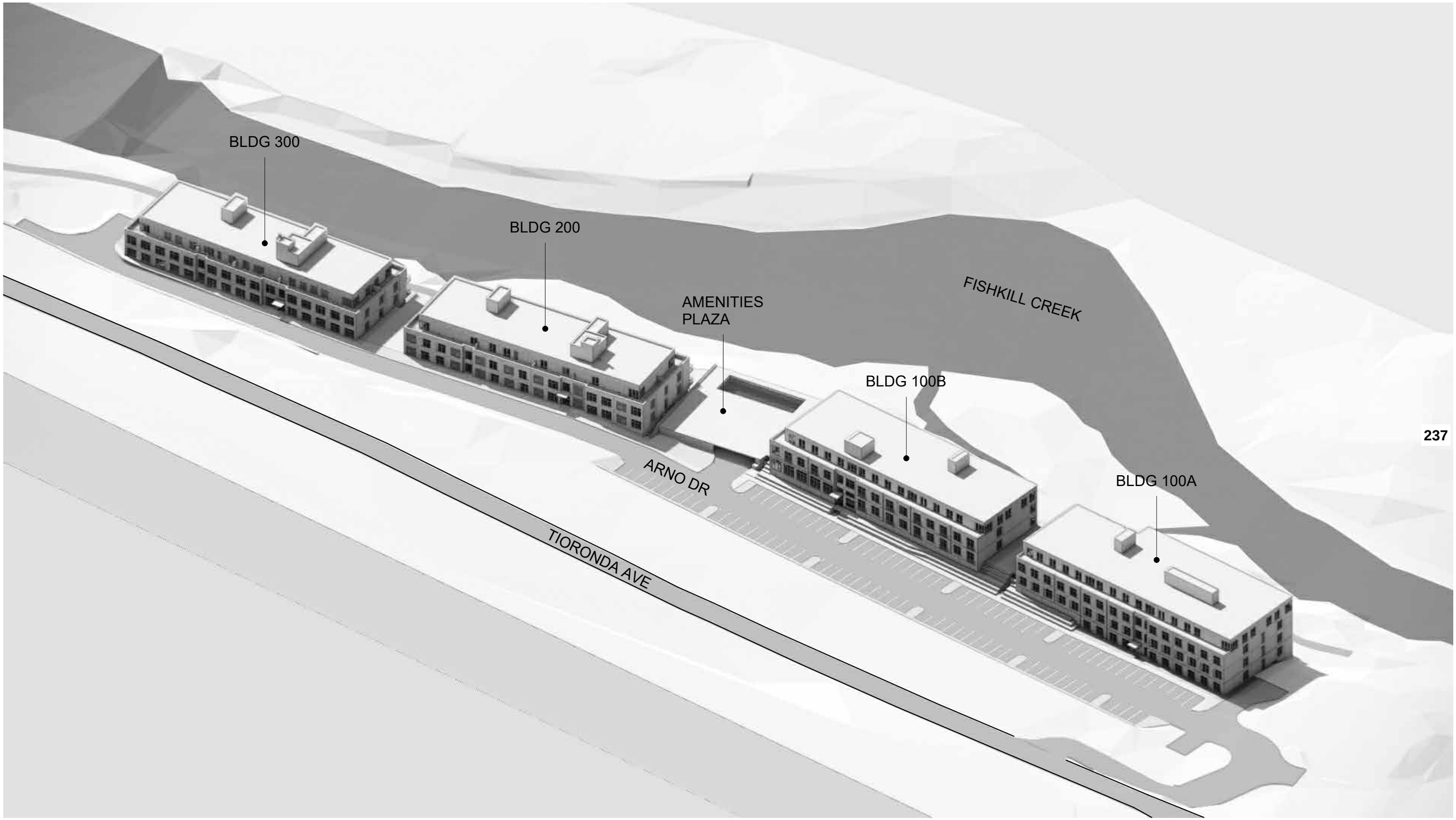


MASSING DIAGRAM - NW

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

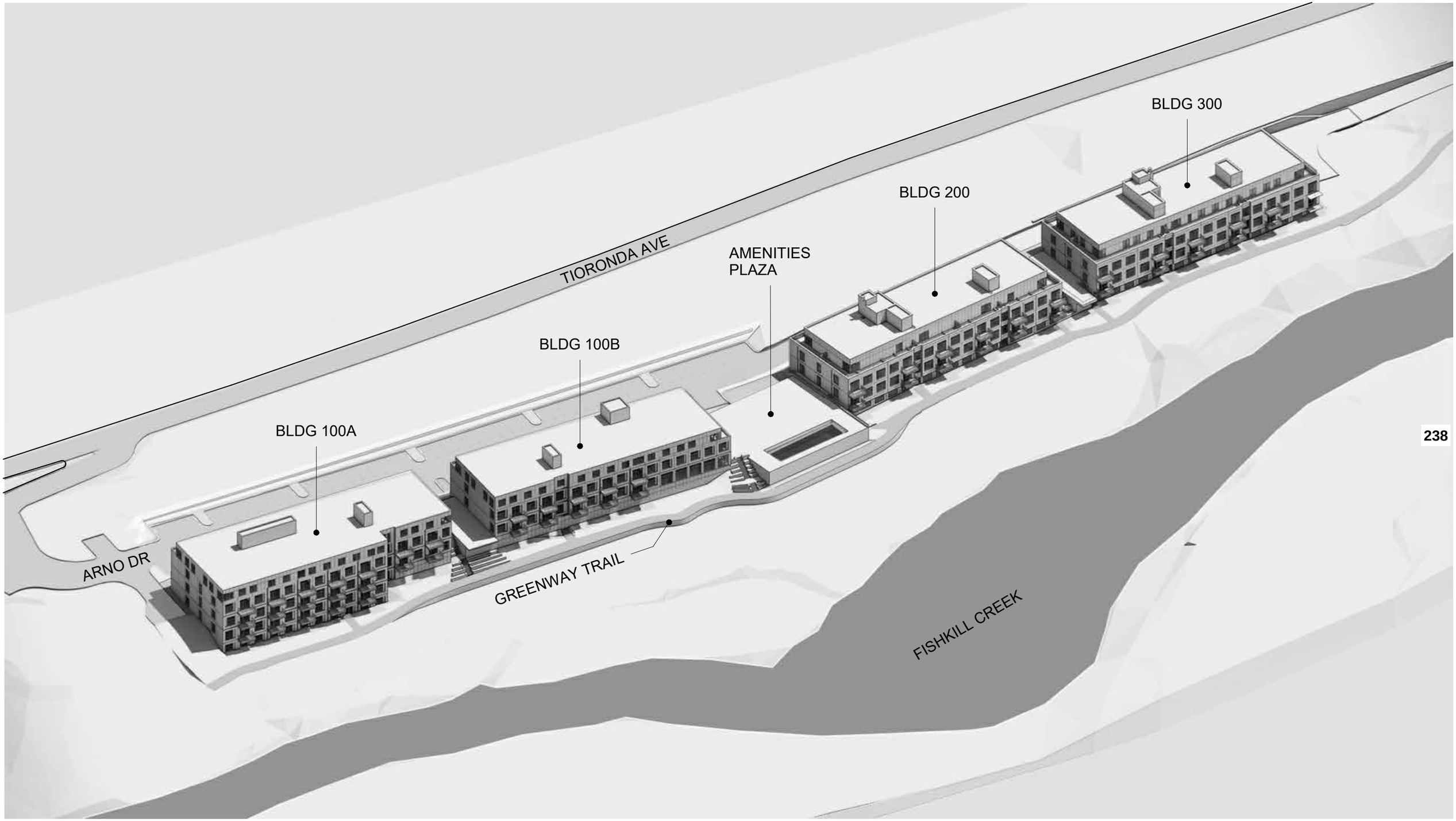


AERIAL VIEW - SW

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

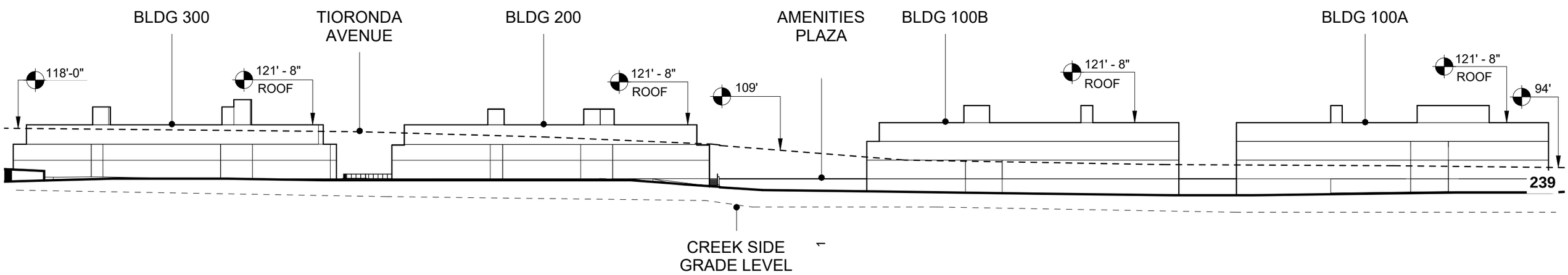


AERIAL VIEW - SE

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten



1 WESTERN ELEVATION

1" = 60'-0"

ELEVATIONS

248 TIORONDA AVE

BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten



The Arno - Proposed Street View Elevation

PERSPECTIVE - NW

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

Title:

Executive Session: Real Property

ATTACHMENTS