



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

**July 21, 2025
7:45 PM
City Council Agenda**

The Meeting will begin at 7:45 PM, or immediately following the conclusion of the Workshop.

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. [Resolution No. 68 - Authorizing the City Administrator to Execute a License Agreement with BH Beacon LLC Concerning 340 Main Street](#)
2. [Resolution No. 69 - Authorizing the City Administrator to Submit an Application for Water Quality Improvement Projects Funding](#)
3. [Resolution No. 70- Authorizing the City Administrator to Submit an Application for Climate Smart Communities Grant Program Funding](#)
4. [Resolution No. 71 - Granting Special Use Permit Extension for 416-420 Main Street](#)

Approval of Minutes

1. [July 7, 2025 Minutes](#)

Public Comment - Second Opportunity

Announcement of Next Meeting: August 4, 2025 at 7:00 p.m. (Workshop) & 7:45 p.m. (Meeting)

Executive Session

1. [Executive Session: Personnel](#)

Adjournment

City of Beacon City Council Agenda
07/21/2025

Title:

Resolution No. 68 - Authorizing the City Administrator to Execute a License Agreement with BH Beacon LLC Concerning 340 Main Street

ATTACHMENTS

Resolution Authorizing the City Administrator to Execute a License Agreement Concerning 340 Main Street

Draft License Agreement with BH Beacon LLC Concerning 340 Main Street



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 68 OF 2025

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT
WITH BH BEACON LLC CONCERNING 340 MAIN STREET**

WHEREAS, the City of Beacon is the owner of the municipal parking lot and real property located at 20 Eliza Street (“Eliza Street Parking Lot”); and

WHEREAS, BH Beacon LLC is the owner of the property located at 340 Main Street (the “Licensee”), which has multiple commercial tenants that need an exterior dumpster for garbage; and

WHEREAS, the Licensee and the City have negotiated a proposed license agreement that allows the Licensee to use one parking space and a small amount of otherwise unused space by its building to construct a garbage enclosure to service the commercial businesses located at 340 Main Street in exchange for an annual payment in the amount of two thousand, four hundred dollars (\$2,400.00) for a period of five years.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute a license agreement for use of the Eliza Street Parking Lot with BH Beacon LLC for a garbage enclosure.

BE IT FURTHER RESOLVED, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

Resolution No. 68 of 2025			Date: July 21, 2025				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		George Mansfield					
		Mayor Lee Kyriacou					
		Motion Carried					

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “License Agreement”), effective on _____, 2025 (“Effective Date”), is made and entered into by and between **BH BEACON LLC**, a domestic limited liability corporation with a mailing address of P.O. Box 401 Old Westbury, New York 11568 (the “Licensee”) and the **CITY OF BEACON**, a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 (the “Licensor” or “City”) (collectively referred to as the Parties and each a Party).

WITNESSETH:

WHEREAS, the LICENSOR is the owner of a municipal parking lot located at 20 Eliza Street, Beacon, NY 12508, known and designated on the City of Beacon Tax Map as Parcel ID # 5954-36-977854, commonly referred to as the “Eliza Lot” (hereinafter referred to as the “Eliza Street Parking Lot”);

WHEREAS, the LICENSEE is the owner of real property located at 340 Main Street, Beacon, NY 12508, known and designated on the City of Beacon Tax Map as Parcel # 5954-36-977837, which abuts the Eliza Street Parking Lot;

WHEREAS, the LICENSEE has requested usage of approximately 218 square feet of the Eliza Street Parking Lot for the purposes of housing a dumpster and totes needed for the establishments at the LICENSEE’s property at 340 Main Street;

WHEREAS, the area of the Eliza Street Parking Lot which LICENSEE requests to utilize is not currently needed for a public purpose, however, LICENSEE recognizes that LICENSOR has the right to terminate or suspend LICENSEE’s use of the Eliza Street Parking Lot if such area is subsequently needed for a public purpose; and

WHEREAS, the LICENSOR is willing to grant the LICENSEE a revocable exclusive license to use a limited portion the Eliza Street Parking Lot for the purpose of constructing a garbage enclosure and use thereof for housing a dumpster and toter(s) in connection with LICENSEE’s establishment at 340 Main Street as shown on the aerial map annexed hereto as Exhibit “A”.

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

1. **GRANT OF LICENSE**: Subject to the terms and conditions of this License Agreement, LICENSOR hereby grants to LICENSEE an exclusive revocable license (the “License”) to access and utilize an approximately 218 square foot area of the Eliza Street Parking Lot in the location shown on the aerial map annexed hereto as Exhibit “A” and incorporated herein (the “License Area”).

2. **TERM:** The term of this License Agreement shall commence on the Effective Date and expire five (5) years thereafter (the “Term”) unless terminated earlier pursuant to this License Agreement. The City Administrator may, in their sole discretion and on behalf of LICENSOR, extend the Term for two (2) additional terms not to exceed five (5) years each provided there are no material or substantive changes to LICENSOR’s obligations under this License Agreement.

3. **PERMITTED USE:** The permitted use of the License Area shall be solely for the limited purpose of constructing, utilizing, and accessing an enclosure to store and house a dumpster and toters for establishments at 340 Main Street (the “Permitted Use”) during the Term. No other purpose is permitted. Within ninety (90) days of execution of this License Agreement, the LICENSEE shall seek permits for and complete construction of the enclosure as depicted on the drawing annexed hereto as Exhibit “B” and incorporated herein. The License Area as depicted and shown in Exhibits “A” and “B” shall not be modified, enlarged or otherwise altered without the prior written approval of the City Administrator. LICENSEE agrees to comply with the directives, instructions, and orders of the CITY, and its authorized representatives and agents, with respect to the construction, utilization, and maintenance of the License Area. The LICENSEE shall, at their sole cost and expense, construct and maintain the enclosure depicted in Exhibit “B” and provided that all applicable approvals are first issued by the CITY, including, but not necessarily limited to, the issuance of a building permit by the City of Beacon Building Department. The LICENSOR shall not be liable for any costs of improvements or repairs or losses within the License Area nor shall the LICENSOR be liable whatsoever in the event this License Agreement is terminated for any reason or if the enclosure depicted in Exhibit “B” and any contents therein are damaged, destroyed, stolen, lost or unusable.

4. **FEE:** As consideration of the License granted herein, LICENSEE shall pay to the CITY a fee of Two Thousand Four Hundred Dollars and 00/100 (\$2,400) per year during the Term (the “Fee”). For clarity, the total fee for the Term is Twelve Thousand Dollars and 00/100 (\$12,000). The first payment is due at the time this License Agreement is executed, and the fee for subsequent years is due on or before the anniversary of this License Agreement’s execution. In the event of renewal, the Fee shall increase by ten percent (10%) per renewal term.

5. **TERMINATION & SUSPENSION:** This License Agreement may be terminated or suspended as follows:

- a. **Public Purpose:** The LICENSOR may revoke and terminate this License Agreement upon ninety (90) days written notice to LICENSEE in the event that the License Area is needed for a public purpose. In this event, the LICENSOR shall issue the LICENSEE a pro-rata refund of the Fee paid for the year of termination.
- b. **For Cause:** The LICENSOR may revoke and terminate this License Agreement “for cause” upon thirty (30) days written notice to LICENSEE.

“Cause” shall include without limitation (i) the LICENSEE's failure to timely and fully pay the Fee, including annual installments thereof, (ii) any failure by LICENSEE to maintain the License Area in a sanitary and neat condition, including, but not limited to, the keeping of all refuse secured within the enclosure, and/or in accordance with all applicable regulations and laws, (iii) LICENSEE's failure to maintain any insurance coverage as required herein, (iv) LICENSEE's failure to comply with any other term or provision of this License Agreement, or (v) LICENSEE's failure to construct the enclosure depicted in Exhibit “B” within ninety (90) days of this License Agreement's full execution. There shall be no refund of any Fee, in whole or part, in the event of termination pursuant to this Subsection.

- c. Public Health & Nuisance: The LICENSOR shall have the right to suspend, revoke, and/or terminate this License if the CITY deems it necessary to do so due to public health and safety reasons, or an emergency or if the operation or location of the License Area is deemed by the CITY, in its sole and absolute discretion, to be a nuisance, including cases of unaddressed vandalism and/or graffiti. There shall be no refund of any Fee, in whole or part, in the event of termination pursuant to this Subsection.
- d. Suspension of License: Notwithstanding anything herein to the contrary, the LICENSOR may temporarily suspend LICENSEE's use of the License Area upon thirty (30) days written notice to LICENSEE in the event that the License Area is temporarily needed for a public purpose (e.g., public improvements to the Eliza Street Parking Lot) without terminating the License. For clarity, all provisions of this License Agreement shall remain in full force and effect during the period of suspension except that LICENSEE's use of the License Area shall be temporarily suspended. In this event, the LICENSOR shall issue the LICENSEE a pro-rata refund of the Fee paid during the period of suspension.
- e. By LICENSEE: The LICENSEE may terminate this License for any reason upon thirty (30) days written notice to the LICENSOR. There shall be no refund, in whole or part, of any Fee paid in the event LICENSEE elects to terminate this License Agreement.

6. **VACATING OF PREMISES:** In the event of any termination, expiration, or suspension of this License Agreement, LICENSEE shall (i) refrain from using the License Area, and (ii) at LICENSEE's sole cost and expense, and within ten (10) business days, remove any enclosures, structures, fixtures, and chattels from the License Area and use reasonable efforts to restore the License Area to the condition it existed before this License Agreement became effective. Such restoration shall not result in any conditions which may be or become hazardous to vehicles or pedestrians. In the event the LICENSEE fails to vacate the License Area in accordance with this License Agreement, ownership and control of all enclosures,

structures, fixtures, and chattels within the License Area shall immediately transfer to the CITY. The LICENSEE hereby agrees to reimburse the LICENSOR for all reasonable costs and expenses incurred by LICENSOR to remove LICENSEE's enclosures, structures, fixtures, and chattels from the License Area, including any work necessary to restore the License Area to the condition it existed before this License Agreement went into effect. LICENSEE hereby agrees to hold the CITY, and its officials, officers, employees, agents, volunteers, and representatives harmless from any and all claims, liabilities, losses, damages, or conversion, in the event the LICENSEE fails to vacate the License Area and the CITY removes or takes possession of any enclosures, structures, fixtures, and chattels within the License Area.

7. **SUPERVISION**: LICENSEE shall be solely responsible for and take all reasonable precautions for the protection of its property and of all persons and property in the immediate vicinity of the License Area. LICENSOR makes no representations as to the suitability of the Eliza Street Parking Lot, including the License Area, for LICENSEE's usage thereof. LICENSEE hereby agrees that the LICENSOR shall not be liable for the protection, supervision, guarding, or any damage or stolen property from the Eliza Street Parking Lot and License Area. LICENSEE hereby enters into this License Agreement with the full understanding that the CITY is not liable for any damage, loss, or theft from the Eliza Street Parking Lot and License Area.

8. **INDEMNIFICATION & HOLD HARMLESS**: To the maximum extent permitted by law, LICENSEE shall defend, indemnify, protect, and save harmless LICENSOR and its respective elected officials, officers, employees, agents, insurers or legal representatives, (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the License Area or any portion thereof, unless caused by the negligent acts or omissions of the LICENSOR or Licensor Parties; (ii) arise from or are in way connected with any act or omission of LICENSEE or LICENSEE's employees, tenants, subtenants, contractors, subcontractors, agents, or representatives; (iii) result from any default of this License Agreement or any provision hereof by LICENSEE; (iv) result from the presence of LICENSEE's property or equipment within or upon the License Area; or (v) result from injury to person or property or loss of life sustained in or about the License Area, all regardless of whether such claims are asserted during, or after the term of this License Agreement (provided that such damages or liabilities are sustained during the term of this License Agreement). LICNESEE's obligations under this paragraph shall survive the revocation, suspension, or termination of this License Agreement

9. **INSURANCE**: Throughout the Term of this License Agreement, LICENSEE shall obtain and maintain, at no cost or expense to the LICENSOR, and keep in full force and benefit of LICENSOR, with LICENSOR named as an additional insured, insurance policies providing minimum coverage as follows:

- a. Commercial General Liability Insurance. \$1,000,000 per occurrence/ \$2,000,000 in the aggregate for personal injury and property damage.
- b. City of Beacon and its elected officials, officers, employees, representatives and agents shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this applies to the General Liability coverage on the certificate;
- c. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions;
- d. To the extent permitted by New York law, the LICENSEE / Provider waives all rights of subrogation or similar rights against the City of Beacon, and its elected officials, officers, employees, representatives and agents;
- e. Where permitted, certificate(s) shall provide thirty (30) days written notice, by registered certified mail with return receipt requested, prior to cancellation or expiration be given to the City of Beacon, attention to the City Administrator. Policies which lapse and/or expire during the terms of work shall be recertified and received by the City of Beacon no less than thirty (30) days prior to expiration or cancellation.

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

All required insurance must be in effect and maintained during the term of this License Agreement and is subject to the approval of the City Attorney as to adequacy, form, and correctness. The cost of furnishing the above insurance shall be borne by LICENSEE.

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

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

LICENSEE hereby acknowledges that failure to obtain and carry the required insurance set forth above on behalf of the CITY subjects LICENSEE to liability for damages,

indemnification and other legal remedies available to the parties hereto and/or non-parties. The failure of the CITY to object to the contents of the policy of insurance and/or certificate of insurance, or LICENSEE's failure to file a certificate of insurance shall not be deemed a waiver of the insurance requirements or any and all rights held by the CITY.

10. **WAIVER OF RESPONSIBILITY:** To the maximum extent permitted by law, neither LICENSOR nor the Licensor Parties shall be liable for, and LICENSEE waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by LICENSEE or any person claiming by, through or under LICENSEE resulting from any accident or occurrence in, on or about the License Area, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by LICENSOR. To the maximum extent permitted by law, Licensees shall use and occupy the License Area at LICENSEE's own risk. LICENSEE is granted access to the License Area in its present "AS IS" condition and LICENSOR makes no representation, warranty or guarantee with respect to the suitability of the License Area for the purposes for which this License is issued

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

As to the CITY:

City of Beacon
1 Municipal Plaza
Beacon, NY 12508
Attn: Chris White, City Administrator
Email: cwhite@beaconny.gov
-and-

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

As to LICENSEE:

BH BEACON LLC
P.O. Box 401
Old Westbury
New York 11568
Attn: Robert Arzanipour, Managing Member
Email: robert@rockridgebuilders.net
Phone: (516) 626-0433

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

13. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed by the laws of the State of New York, without consideration given to its conflicts of law principles. Any action or proceeding in connection with this Agreement shall be initiated and maintained in the State or Federal courts of Dutchess County, New York. The Parties hereby waive any claim that venue is improper if brought in the State or Federal courts of Dutchess County, New York. In the event of a dispute between the Parties, there shall be no recovery of attorney's fees and costs.

14. **NO CREATION OF EASEMENT:** It is the express intent of the Parties that this License Agreement shall not be construed as creating an easement or any perpetual rights of LICENSEE, or their heirs, assigns, and successors-in-interest, to any part(s) of the CITY's property, including but not limited to the Eliza Street Parking Lot.

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

16. **AMENDMENT OR MODIFICATION:** This License Agreement shall not be amended, modified, or superseded except upon mutual written agreement signed by both Parties. All amendments to this License Agreement shall be subject to review and approval by the City Attorney as to form and substance.

17. **NO ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES:** This License Agreement is not assignable by LICENSEE, in whole or in part, without the CITY's prior written consent to such assignment, which consent may be withheld in the CITY's sole discretion. Any such assignment shall be null and void. Nothing in this License Agreement shall convey any rights upon any person or entity which is not a Party or a permitted assignee of a Party to this License Agreement. For clarity, this License Agreement is not assignable or

transferable to a subsequent owner, operator, or proprietor of LICENSEE's real property at 340 Main Street, City of Beacon without the CITY's prior written permission which permission may be withheld in its sole and absolute discretion.

18. **WAIVER**: No failure by the LICENSOR to insist or strictly enforce any term, covenant, or provision of this License Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any kind.

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

20. **ENTIRE AGREEMENT**: This License Agreement represents the entire agreement between the Parties hereto, and all previous understandings, agreements, and communications, written or oral, are hereby terminated and superseded by this License Agreement.

21. **SEVERABILITY**: Should any part of this License Agreement be declared invalid for any reason, such determination shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this License Agreement has been executed with the invalid portion thereof eliminated.

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

{SIGNATURE PAGE FOLLOWS}

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

LICENSEE:

(BH Beacon LLC)

CITY OF BEACON:

Signature

Robert Arzanipour

Name

Managing Member

Title

Date

Signature

Christopher White

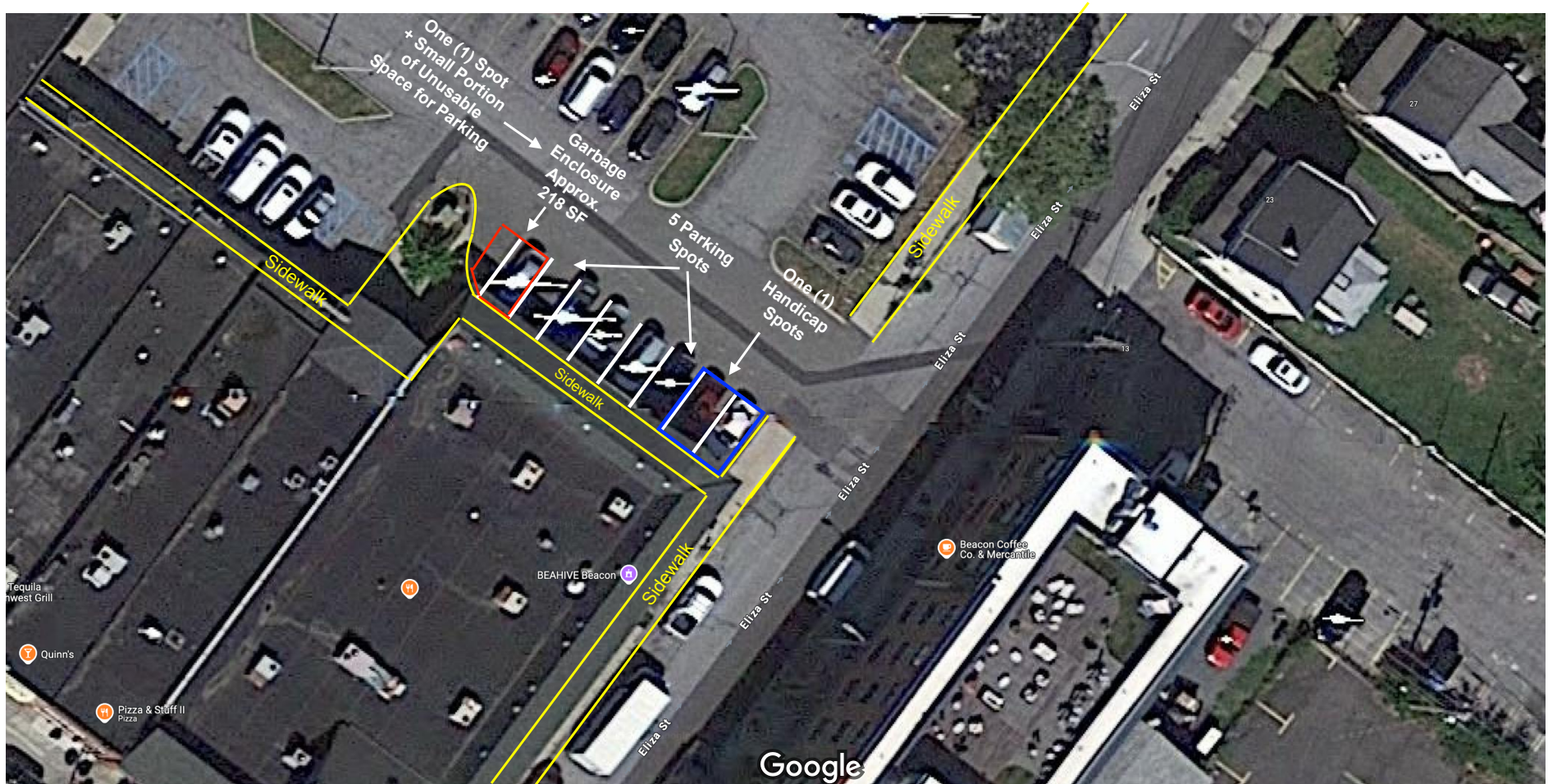
Name

City Administrator

Title

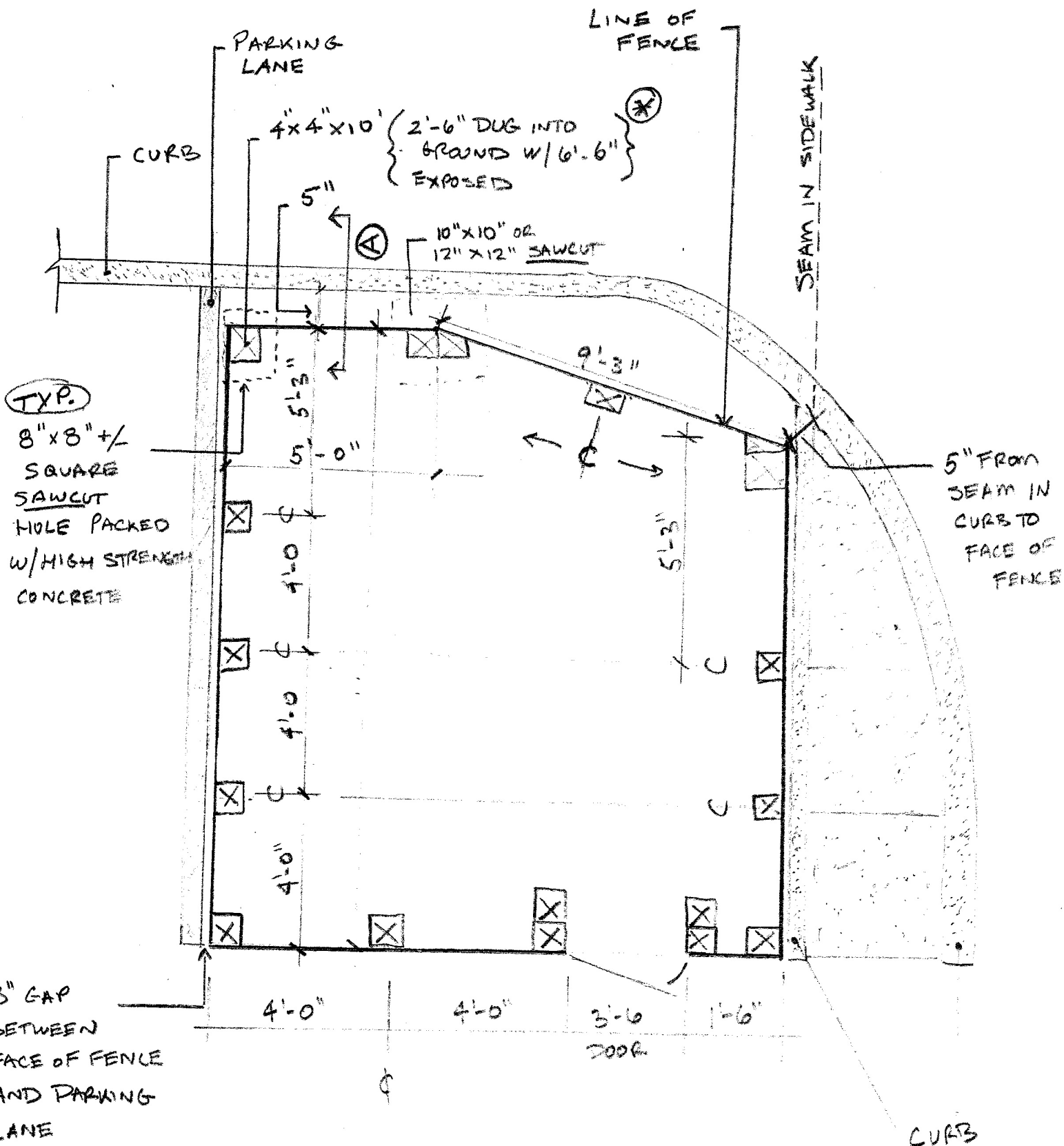
Date

EXHIBIT “A”
Aerial Map of License Area



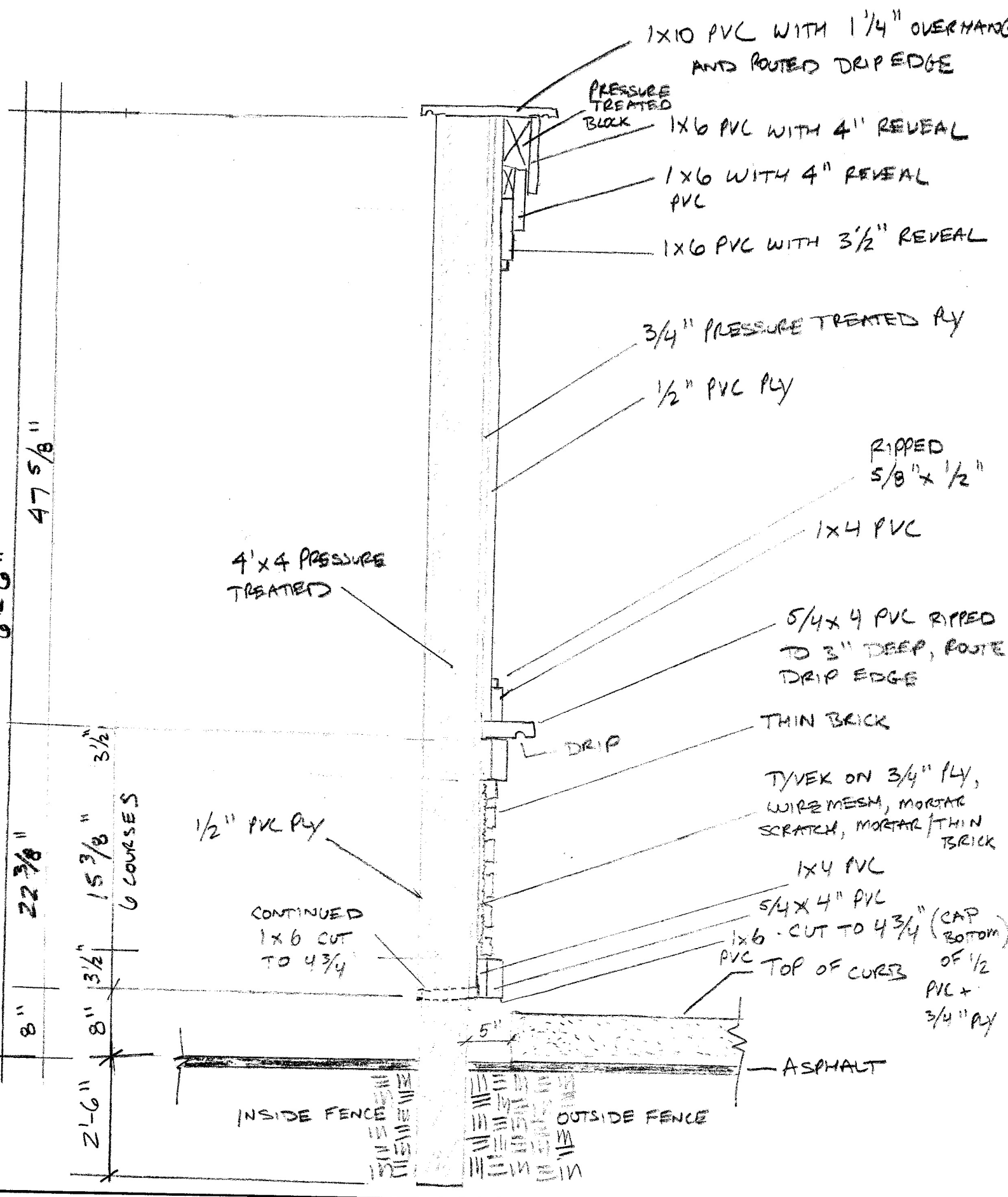
Map data ©2025, Map data ©2025 Google 20 ft

EXHIBIT "B"
Garbage Enclosure Design



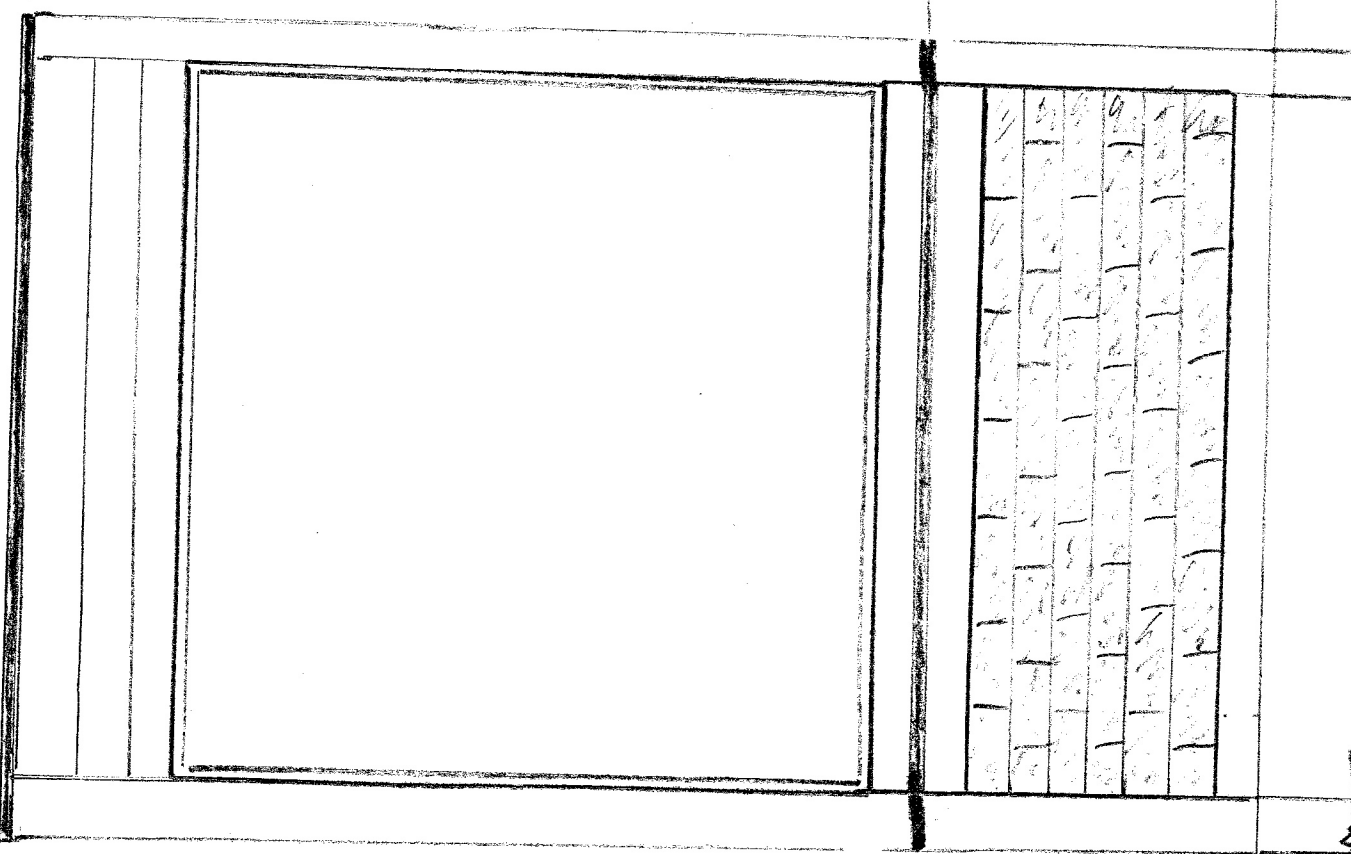
(*) HEIGHT OF 6'-6" OF POST WHEN STANDING AT GATE OF THE ENCLOSURE

* PATCH OVER CUT OF ANY PAVEMENT



CAP

SILL



PAINTED
GRAY

PAINTED
BLUE
(INC. SILL)

City of Beacon City Council Agenda
07/21/2025

Title:

Resolution No. 69 - Authorizing the City Administrator to Submit an Application for Water Quality Improvement Projects Funding

ATTACHMENTS

[Resolution Authorizing the City Administrator to Submit an Application for Water Quality Improvement Projects Funding](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 69 OF 2024

**AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION FOR
NEW YORK STATE WATER QUALITY IMPROVEMENT PROJECTS FUNDING**

WHEREAS, the City of Beacon hereby requests financial assistance from the New York State Water Quality Improvement Projects (WQIP) Funding; and

WHEREAS, the City of Beacon certifies that it has identified \$1,400,000 of matching funds from the capital budget pursuant to the requirements of the WQIP Grant Program.

NOW, THEREFORE, BE IT RESOLVED, be it resolved, that the City of Beacon hereby authorizes Christopher White, an official or employee, to act on its behalf in submittal of an application for \$2,500,000, to be used for the Melzingah Dam Reservoir Rehabilitation Project.

Resolution No. 69 of 2025				Date: July 21, 2025			
☐ Amendments				☐ 2/3 Required			
☐ On roll call				☐ 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		George Mansfield					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
07/21/2025

Title:

Resolution No. 70- Authorizing the City Administrator to Submit an Application for Climate Smart Communities Grant Program Funding

ATTACHMENTS

Resolution Authorizing the City Administrator to Submit an Application for Climate Smart Communities Grant Program Funding



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 70 OF 2024

**AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT AN APPLICATION FOR
NEW YORK STATE CLIMATE SMART COMMUNITIES GRANT PROGRAM FUNDING**

WHEREAS, the City of Beacon hereby requests financial assistance from the New York State Climate Smart Communities Grant Program pursuant to Environmental Conservation Law Article 54, Title 15; and

WHEREAS, the City of Beacon certifies that it has identified \$1,900,000 of matching funds from the capital budget pursuant to the requirements of Environmental Conservation Law Article 54 Title 15.

NOW, THEREFORE, BE IT RESOLVED, be it resolved, that the City of Beacon hereby authorizes Christopher White, an official or employee, to act on its behalf in submittal of an application through the Consolidated Funding Application for \$2,000,000, to be used for the Melzingah Dam Reservoir Rehabilitation Project.

Resolution No. 70 of 2025			Date: July 21, 2025				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		George Mansfield					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
07/21/2025

Title:

Resolution No. 71 - Granting Special Use Permit Extension for 416-420 Main Street

ATTACHMENTS

[Resolution Granting Special Use Permit Extension for 416-420 Main Street](#)

[Applicant Request for Extension of a Special Use Permit for 416-420 Main Street](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 71 OF 2025

**GRANTING SPECIAL USE PERMIT EXTENSION FOR
416-420 MAIN STREET (PARCEL ID# 130200-6054-29-056780)**

WHEREAS, on March 1, 2021, the City Council (the “City Council”) of the City of Beacon (the “City”) adopted Resolution No. 32 of 2021 to 416 Main Street Beacon, LLC & 420 Main Street, LLC d/b/a 420 Main Street Beacon, LLC (the “Applicant”) for a Special Permit to construct a four-story mixed-use building fronting on Main Street, comprised of ground-floor retail space, commercial office space on the second and third floors, and one (1) artist live/work space (the “Project”) at 416-420 Main Street, on real property known and designated on the tax map as Parcel ID #6054-29-056780 (the “Property”); and

WHEREAS, on May 11, 2021, the City’s Planning Board granted the Applicant Preliminary and Final Subdivision Plat, Site Plan, and Certificate of Appropriateness approvals for the Project; and

WHEREAS, pursuant to the Planning Board’s Preliminary and Final Subdivision Plat approval the Applicant has merged a second lot, formerly Parcel #6054-29-056774, into the first; and

WHEREAS, on June 22, 2022, the Applicant was issued Building Permit No. 2022-0162 and a temporary Certificate of Occupancy, which expires on September 25, 2025; and

WHEREAS, as part of the Project, and in response to City Council Comments, the Planning Board’s approval required the Applicant to construct Central Public Green Place, which has been completed; and

WHEREAS, pursuant to Section 223-18.F(1)(b)[2] of the Beacon City Zoning Code and Condition No. 5(b) of the Special Use Permit Resolution, the Special Use Permit shall expire “if all required improvements are not made within two (2) years from the date of issuance of the Building Permit;” and

WHEREAS, as of the date of this Resolution, the Applicant has not completed all required improvements within two (2) years from the date of issuance of the first building permit on June 22, 2022; and

WHEREAS, on July 1, 2024, the City Council granted the Applicant its first six-month extension of its Special Use Permit, which was set to expire on December 22, 2024; and

WHEREAS, on January 29, 2025, the applicant was issued an initial Temporary Certificate of Occupancy for all of the building, except the 4th floor and 1st floor corner restaurant space; and

WHEREAS, on February 18, 2025, the City Council granted the Applicant its second six-month extension of its Special Use Permit, which was set to expire on June 22, 2025; and

WHEREAS, on June 20, 2025, the Applicant submitted a timely request for a second extension of its Special Use Permit as six (6) months had not lapsed since the City Council granted the Applicant’s second request for an extension; and

WHEREAS, on March 25, 2025, the Applicant received a new Temporary Certificate of Occupancy for the Property applicable to all four (4) floors of the building, thereby evidencing work at the Property is nearly complete; and

WHEREAS, Beacon City Zoning Code § 223-18.F(2)(b) provides the City Council may grant one (1) or more extensions of the Special Use Permit, for up to six (6) months each, “upon a finding that an applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the project. No such extensions shall be granted unless the City Council finds that all appropriate erosion control measures to protect surrounding properties are in place”; and

WHEREAS, the Applicant’s June 20, 2025, letter requesting a third extension advised that the construction work is nearing final completion, the public green park space and commercial uses have been opened, including a food and drink establishment, and barring further unexpected delays, is expected to request a final Certificate of Occupancy before the expiration of the third extension set forth herein; and

WHEREAS, on June 25, 2025, the Building Inspector advised the City Attorney that the Applicant has been proceeding with due diligence, the site is stabilized so erosion control measures are not required, all required improvements and conditions of approval by the City Council are nearly completed, and that the six (6) month extension is reasonable; and

NOW, THEREFORE, BE IT RESOLVED, in accordance with Beacon City Zoning Code § 223-18.F(2)(b), the City Council of the City of Beacon finds the Applicant has been prosecuting the construction of the improvements with due diligence, offered a reasonable explanation of its inability to complete the project, and proper erosion control measures are in place and hereby grants a second six (6) month extension of the Special Use Permit, City Council Resolution No. 32 of 2021, which second extension shall expire on December 22, 2025, unless subsequently extended by further action of the City Council.

BE IT FURTHER RESOLVED, the extension granted herein shall be deemed null and void in the event the Applicant does not satisfy the following conditions:

- (a) Timely renewal of any permits or approvals issued by the City of Beacon in connection with the Special Use Permit for the Property.
- (b) Pay to the City all applicable fees and professional review fees incurred in connection with this extension request or which remain outstanding (if any) within thirty (30) calendar days of this Resolution.

BE IT FURTHER RESOLVED, except as expressly modified by the amendment contained herein, the Special Use Permit Resolution dated March 1, 2021, including Amendments Nos. 1 & 2, are otherwise to remain in full force and effect.

Resolution No. 71 of 2025			Date: July 21, 2025				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		George Mansfield					
		Mayor Lee Kyriacou					
Motion Carried							



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Taylor M. Palmer, Esq.
tpalmer@cuddyfeder.com

June 20, 2025

VIA E-MAIL

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

Re: 416 Main Street Beacon, LLC & 420 Main Street, LLC (d/b/a 420 Main St. Beacon, LLC)
Request for Six (6) Month Extension of Special Use Permit Approval
Premises: 416-420 Main Street, Beacon, New York 12508

Dear Mayor Kyriacou and Members of the City Council:

On behalf of 416 Main Street Beacon, LLC and 420 Main Street, LLC, D/B/A 420 Main St. Beacon, LLC (collectively, the “Applicant”), we are writing we are writing to request a six (6) month (or two (2) 90-day) extension of the City Council Resolution Granting a Special Use Permit for a four (4)-story building located at 416-420 Main Street (the “Approval Resolution”) thereby extending the Approval Resolution from June 22, 2025 to December 22, 2025. See **Exhibit A**.¹

Pursuant to Condition No. 5.b on page 5 of the Special Permit Resolution, “. . . the special permit shall expire if all required improvements are not made within two (2) years from the date of issuance of the Building Permit.” The Applicant received a Building Permit for the Project on June 22, 2022 (Permit No. 2022-0162).² Since then, the Applicant received a Temporary Certificate of Occupancy for all four (4)-stories on March 25, 2025 (Certificate No. 2022-0612TCO). See **Exhibit B**.³

In accordance with Section 223-18.F(2)(b) of the City of Beacon Zoning Code and Condition No. 9 on page 6 of the Special Permit Approval Resolution, “. . . the City Council may grant one (1) or more extensions of up to six (6) months each, to . . . (b) complete construction of the improvements, upon a finding that an applicant is prosecuting construction with due diligence

¹ A copy of the March 1, 2021 Approval Resolution is attached to this letter as **Exhibit A**. The Approval Resolution was previously extended by the City Council in Resolution No. 67 of 2024 (extending from June 22, 2024 to December 22, 2024) from and Resolution No. 30 of 2025 (extending from December 22, 2024 to June 22, 2025), copies of which Resolutions are on file with the City.

² A copy of Building Permit No. 2022-0162 was annexed to the Applicant’s December 20, 2024 submittal to this Council.

³ A copy of the Temporary Certificate of Occupancy Certificate No. 2022-1062TCO is attached as **Exhibit B**.



June 20, 2025
Page 2

and has offered a reasonable explanation of its inability to complete the project.”⁴

The Applicant has been working diligently to complete the Project since its last extension request, which work primarily culminated in obtaining the enclosed Temporary Certificate of Occupancy for all four (4) stories earlier this year, and opening the public park and commercial uses, including Kitchen & Coffee and The Wild. The Applicant advises that they are currently coordinating with the Building Department with respect to a general Certificate of Occupancy. To err on the side of caution, we are respectfully requesting this six (6) month (or two 90-day) extension in case the project has not received its general Certificate of Occupancy by that date. This request for extension is timely as the Approval Resolution is not set to expire until June 22, 2025.

We respectfully request that you please place this extension request on the City Council’s next available Agenda for consideration of the Applicant’s request for a six (6) month extension. In the meantime, if the Council or City staff have any questions or comments with regard to the foregoing, please do not hesitate to contact me.

Thank you in advance for your consideration of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Taylor M. Palmer'. The signature is stylized with a large, sweeping 'T' and a long horizontal line extending to the right.

Taylor M. Palmer

Enclosures

Cc: Nicholas M. Ward-Willis, Esq.
Jennifer L. Gray, Esq.
Christopher White, City Administrator
Bryan Murphy, Building Inspector

⁴ Note: This extension request does not require a public hearing. See **Exhibit A**, Condition 9 at Page 6, and Zoning Code Section 223-18.F(3).

Exhibit A



**CITY OF BEACON
CITY COUNCIL**

Resolution No. 32 of 2021

**RESOLUTION GRANTING A SPECIAL PERMIT FOR
416-420 MAIN STREET**

PARCEL ID NOS: 6054-29-056780 & 6054-29-056774

WHEREAS, 416 Main Street Beacon, LLC & 420 Main Street, LLC (the “Applicant”) submitted an application for a Special Permit to construct a fourth story on an 11,715 square foot mixed-use building fronting on Main Street, comprised of a 4,295 square foot ground-floor retail space, as well as 6,220 square feet of commercial office space on the second and third floors and 1,200 square feet of residential space containing one (1) apartment unit on the stepped back fourth floor (the “Proposed Action”) on property located at 416-420 Main Street, on parcels known and designated on the tax map as 6054-29-056780 and 6054-29-056774 (the “Property”); and

WHEREAS, the proposed 11,715 square foot mixed-use building is proposed for the area of the Property located in the Central Main Street (CMS) District and the Historic District and Landmark Overlay Zone (HDLO); and

WHEREAS, the Applicant submitted the Special Permit application in connection with its application to the Planning Board for Subdivision approval (to remove the existing lot line and merge the two lots), Site Plan approval, and Certificate of Appropriateness approval to construct the proposed 11,715 square foot mixed-use building, as well as a 1,440 square foot artist live-work space in the rear of the Property fronting on South Street and located in the Transitional District and HDLO Zone; and

WHEREAS, any proposed fourth story on a CMS parcel in the HDLO Zone requires a Special Permit from the City Council pursuant to the City of Beacon Code § 223-41.18.E(7); and

WHEREAS, the Site Plan is shown on drawings, entitled “Special Use Permit Application Sheet 1 of 1- Site Plan- Green Space Diagram,” prepared by Aryeh Siegel, Architect, dated September 9, 2020, and last revised January 28, 2021; and

WHEREAS, the Proposed Action is an Unlisted Action, pursuant to the New York State Environmental Quality Review Act; and



WHEREAS, on August 11, 2020, the Planning Board, as Lead Agency, opened a public hearing to consider comments regarding any environmental impacts associated with the Proposed Action and continued the hearing to September 9, 2020, and October 14, 2020, at which time the (SEQRA) public hearing was closed; and

WHEREAS, after taking a “hard look” at each of the relevant areas of environmental concern through review of the Environmental Assessment Form and all associated materials prepared in connection with the Proposed Action, the Planning Board adopted a Negative Declaration on October 14, 2020; and

WHEREAS, the Planning Board issued a report to the City Council dated October 15, 2020, in support of the Special Permit; and

WHEREAS, on December 21, 2020, the City Council opened a public hearing on the Special Permit application, at which time all interested persons were given the opportunity to be heard; and

WHEREAS, the City Council continued the public hearing to January 19, 2021, at which time the public hearing was closed; and

WHEREAS, due to public health and safety concerns related to the current COVID-19 pandemic, the December 21, 2020 and January 19, 2021 public hearings were held via videoconference in accordance with the requirements of the Governor’s Executive Orders which suspend the “in-person” requirements of the NYS Open Meetings Law and provide alternative means by which to conduct public hearings; and

WHEREAS, the Proposed Action originally included 1,046 square feet of central public green space pursuant to the Site Plan Drawings, dated June 24, 2020; in response to comments from the City Council, the Applicant has revised the Proposed Action to include a central public green space area of approximately 2, 315 square feet pursuant to the Site Plan Drawings, last revised January 28, 2021; and

WHEREAS, the City Council has reviewed the application for a Special Permit against the standards set forth in the City of Beacon Code §§ 223-18.B and 223-41.18.E(7) and the design standards set forth in the City of Beacon Code § 134-7, and finds that the proposal complies with these sections of the City of Beacon Code, as set forth below.



NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby makes the following findings pursuant to the City of Beacon Code §§ 223-18.B, 223-41.18.E(7) and 134-7:

- The location and size of the mixed-use building, the nature, hours and intensity of the retail, business office, and residential uses involved in or conducted in connection with the proposed building, the size of the site in relation to the structure and the location of the site with respect to streets giving access to it are such that it will not conflict with the appropriate and orderly development of the site and the existing permitted uses on adjacent blocks.
- The location, nature, and height of the building and the nature and extent of the landscaping on the site are such that the use will not conflict with the existing permitted uses on adjacent blocks and will not hinder or discourage the appropriate development use of adjacent land and buildings. The height of the proposed building is approximately the same height as the neighboring building to the east.
- Operations in connection with the fourth story special use will not be more objectionable to nearby properties by reason of noise, fumes, vibration or any other characteristic than the operations connected to a three-story building, not requiring a special permit.
- The Applicant will provide two (2) or three (3) off-street parking spaces. The Applicant will request a waiver from the Planning Board of the remaining off-street parking requirements. Twenty (20) parking spaces are required for the proposed commercial uses. There are public parking lots and on-street parking available within 800 feet of the property. The project proposes the removal of a curb cut and reconfiguration of parking along Schenck Avenue that will add two (2) additional on-street public parking spaces along the east side of the roadway.
- The proposed uses will not cause unreasonable traffic congestion or create a traffic hazard.
- The building will be accessible for emergency services and appropriately located for water, sewer, and other infrastructure requirements.



- The use complies with other applicable regulations in the City Code and will be compatible with the recommendations in the City's Comprehensive Plan. The CMS District is designed to increase the vitality, attractiveness, and marketability of Main Street. The proposed mixed-use building will create retail, business office, and residential opportunities.
- The Proposed Action has been designed to be consistent with the character of the surrounding neighborhood, including the Beacon Hotel and the properties located in the HDLO. The Proposed Action will not have an adverse impact on aesthetic resources. The new building will be compatible with the historic character of adjacent buildings.
- The proposed mixed-use building is designed to ensure there are no substantial detrimental effects from shadows, parking, or traffic.
- The Applicant is providing a central public green space of approximately 2,315 square feet on the Property (the "Central Public Green Space"). The Central Public Green Space is designed to serve residents of and visitors to the City of Beacon. The Central Public Green Space includes a lawn area planted with eco-grass, trash and recycling receptacles for public use, sculpture seating, trees, and two access points along Schenck Avenue. The Central Public Green Space may include art installations including sculptures.
- The office space on the second and third floors is needed in the City of Beacon and will provide a specific public benefit.

BE IT FURTHER RESOLVED, that the City Council urges the Planning Board to be mindful of the value of the layout of the buildings and the Central Public Green Space shown on the site plan drawings, entitled "Site Plan Application-416-420 Main Street," prepared by Aryeh Siegel, Architect, dated September 9, 2020, and last revised January 28, 2021; the layout allows the Applicant to provide additional Central Public Green Space, and minimizes the amount of impervious coverage on the site.



BE IT FURTHER RESOLVED, that the City Council hereby grants a Special Permit to 416 Main Street Beacon, LLC & 420 Main Street, LLC to construct a stepped back fourth story on an 11,715 square foot mixed-use building fronting on Main Street, on property located at 416-420 Main Street in the Central Main Street District and District District and Landmark Overlay Zone as set forth and detailed on drawings, entitled “Site Plan Application-416-420 Main Street,” prepared by Aryeh Siegel, Architect, dated April 28, 2020, and last revised January 6, 2021, upon the following conditions:

1. Prior to the issuance of a Building Permit, the Applicant shall obtain Final Site Plan Approval, Subdivision approval, and Certificate of Appropriateness approval from the City of Beacon Planning Board.
2. No permits shall be issued until the Applicant has paid to the City all applicable fees and professional review fees incurred in connection with the review of this Application.
3. A copy of this Resolution shall be attached to the Certificate of Occupancy.
4. As used herein, the term “Applicant” shall include its heirs, successors, and assigns.
5. In accordance with the City of Beacon Code § 223-18.F(1), this Special Permit Approval authorizes only the particular use specified in the permit and shall expire if:
 - a. A bona fide application for a Building Permit is not filed within one (1) year of the issuances of this Special Permit Approval; or
 - b. If all required improvements are not made within two (2) years from the date of issuance of the Building Permit; or
 - c. If said use ceases for more than six (6) months for any reason.
6. The Planning Board may adopt design modifications to the Central Public Green Space area without triggering City Council review so long as such design modifications do not decrease the Central Public Green Space area by more than 10%. Any reduction in size of the Central Public Green Space area by more than 10% shall require approval from the City Council; if such approval is not obtained, the Special Permit shall be deemed void.



7. Any change to the square footage or location of the fourth story shall require approval from the City Council; if such approval is not obtained, the Special Permit shall be deemed void.
8. Any change to the commercial office use or the proposed building, either at the time the application is reviewed by the Planning Board or at any time in the future by any entity or individual post approval, which reduces or eliminates in anyway the proposed commercial office use on the second and third floors shall require approval from the City Council; if such approval is not obtained, the Special Permit shall be deemed void.
9. Any proposed revision to this Special Permit approval shall be submitted to the City Council. In its discretion, the City Council shall determine the appropriate procedures for consideration of the proposed revision, and whether such revision is material enough to require further environmental analysis, further project review and/or a public hearing, as it may deem appropriate.
10. The Central Public Green Space consisting of approximately 2,315 square feet shall be primarily used for public purposes.
11. No portion of the Central Public Green Space shall be used exclusively by any building tenant.
12. The Planning Board shall approve the final location, size and design of the signs.
13. The Applicant shall be responsible for maintaining and insuring the Central Public Green Space. Such space shall at all times be kept free and clear of garbage, litter, refuse, rubbish and debris. It shall be the Applicant's responsibility to keep the public green space in a well maintained and sanitary appearance and condition. The Applicant shall be responsible to remove any attractive nuisances from the public green space, including, but not limited to, abandoned, broken or neglected structures or equipment, and shall eliminate any unsightly condition resulting from overgrown grass or vegetation.
14. The Applicant shall defend, indemnify and save harmless the City of Beacon, its elected officials, officers, agents, attorneys and employees from and against any claim of loss, liability or damage by any person which the City may incur in connection with the Central Public Green Space.



15. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.
16. The approvals granted by this resolution do not supersede the authority of any other entity.
17. The Building Inspector may revoke this Special Permit approval where it is found that the use of the premises does not conform to the limitations and conditions contained in the Special Permit approval.

BE IT FURTHER RESOLVED, during its review of this Special Use Permit application, the City Council identified certain topics it would like the Planning Board to consider during its review of the Site Plan. The Council wants to ensure that access to and the use of the Central Public Green Space is balanced between recognizing it is located on private property with business, office and residential uses and that the addition of a fourth floor has been granted upon the Council being satisfied that there is a public benefit as discussed during the Council's deliberation. The Council wishes to inform the Planning Board that while the project has been modified in a positive manner with the replacement of the parking courtyard in the central portion of the property with an increased Central Public Green Space and there is a public benefit with the location of office space on the second and third floors, the Council's support of the granting of this Special Use Permit to allow a fourth floor is substantially based upon the Applicant's proposal of a 2,315 square foot Central Public Green Space.

The Council recognizes details of the use, operation and maintenance of the Central Public Green Space is best left to the Planning Board's discussion during site plan review. However, the City Council cautions the Planning Board to ensure that modifications to the site plan and placement of conditions are consistent with the Council's intent in granting the special use permit upon the finding of a public benefit, especially the creation of the Central Public Green Space. Any reduction to or lack of specificity of the public's use of such space must be avoided and the Planning Board must ensure that its review protects and ensures the intent of granting the special use permit upon the finding of this public benefit.



With that objective in mind, the Planning Board shall evaluate the following during site plan review and provide a copy of its Resolution to the City Council:

1. Regulation of the public's daily access to the Central Public Green Space at reasonable hours, noting City parks are open every day, dawn to dusk.
2. Placement of clear signage so the public is aware it has access to the Central Public Green Space.
3. Ensure there is no dedicated seating for businesses in the Central Public Green Space.
4. Consideration of handicap accessibility and seating.
5. Consideration of the demarcation of the private tenant space and Central Public Green Space.
6. Consideration of what uses, if any, the businesses may undertake in the Public Central Green Space.
7. Consideration of when access to the Central Public Green Space can be restricted and used solely by the private tenants of 416-420 Main Street.
8. Examination of the public space to ensure it's use by the public is practical and feasible, specifically with respect to the northeast corner of the Central Public Green Space.

BE IT FURTHER RESOLVED, the City Council shall require the Applicant to post a weatherproofed copy of the site plan and architectural renderings of the project on a sign to be maintained at the property from the time of commencement of construction until substantial completion of the structure.

BE IT FURTHER RESOLVED, the City Clerk is requested to transmit a copy of the filed Resolution to the Planning Board and the Applicant's representative.



Resolution No. <u>32</u> of 2021			Date: <u>March 1, 2021</u>				
☐ Amendments			☐ 2/3 Required				
☐ Not on roll call.			☐ On roll call				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson	x				
		Jodi McCredo	x				
x		George Mansfield	x				
		Amber Grant	x				
		Air Rhodes	x				
	x	Dan Aymar-Blair	x				
		Mayor Lee Kyriacou	x				
		Motion Carried	x				

***Filed in the Office of the
City Clerk
March 3, 2021***

Exhibit B



CITY OF BEACON

BUILDING DEPARTMENT

1 Municipal Plaza, Beacon, NY, 12508

Ph: (845) 838-5020 | Fax: (845) 838-5026

Email: building@beaconny.gov

TEMPORARY CERTIFICATE OF OCCUPANCY

Date Issued: 03/25/2025

Certificate#: 2022-0162TCO

This certificate is issued to: 416 Main Street Beacon LLC
Property located at: 416 Main St
Tax Map #: 6054-29-056780
Permit # 2022-0162

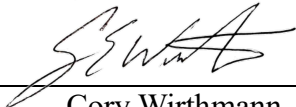
THIS CERTIFIES that the work listed below conforms substantially to the provisions of the New York State Uniform Fire Prevention and Building Code, the Charter and Code of the City of Beacon, and all other applicable laws and rules as map pertain to such work.

11,947 sq. ft. New building - mixed use 4 story type 2B construction. Floors 1-3 = commercial space to include 10,930 sq. ft. and floor 4 = one residential unit to include 1,017 sq. ft.

Based on plans and specification approved by the Building Department.

THIS CERTIFICATE EXPIRES ON: 09/25/2025

Approved By: _____


Cory Wirthmann

City of Beacon City Council Agenda
07/21/2025

Title:

July 7, 2025 Minutes

ATTACHMENTS

[July 7, 2025 Minutes](#)



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

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

**July 7, 2025
7:00 PM
Draft
City Council
Minutes**

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

<https://www.youtube.com/@cityofbeacon8181>. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov.

Councilmembers Present

Mayor Lee Kyriacou
Councilmember Amber Grant, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward One
Councilmember Jeffrey Domanski, Ward Two
Councilmember Pam Wetherbee, Ward Three
Councilmember George Mansfield, Ward Four

Also Present

Christopher White, City Administrator
Nicholas Ward-Willis, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Reports: Mayor, City Council, and City Administrator

1. [In Honor of the 15th Anniversary of the Highlands Current](#)

Local Laws and Resolutions

1. [Resolution No. 61 - Appointing Jose Vazquez to the Position of Police Officer](#)

Motion to pass the resolution by Councilmember Grant.

Second by Councilmember Rhodes.

Motion passes 7 - 0.

2. [Resolution No. 62 - Appointing Jake McCollum to the Position of Police Officer](#)

Motion to pass the resolution by Councilmember Wetherbee.

Second by Councilmember Wake.

Motion passes 7 - 0.

3. [Resolution No. 63 - Appointing Andrew Smyth to the Position of Automotive Mechanic](#)

Motion to pass the resolution by Councilmember Mansfield.

Second by Councilmember Domanski.

Motion passes 7 - 0.

4. [Resolution No. 64 - Adopting the 2026-2030 Capital Program](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Grant.

Motion passes 7 - 0.

5. [Resolution No. 65 - Adopting Local Law No. 8 of 2025 Amending the Zoning Code Concerning Accessory Apartment Requirements in the City of Beacon](#)

Motion to pass the resolution by Councilmember Grant.

Second by Councilmember Rhodes.

Motion passes 7 - 0.

6. [Resolution No. 66 - Adopting Local Law No. 9 of 2025 Amending the City of Beacon Code Concerning Vehicles and Traffic](#)

Motion to pass the resolution by Councilmember Rhodes.

Second by Councilmember Wake.

Motion passes 7 - 0.

7. [Resolution No. 67 - Approving Amendments to the 2025 Budget](#)

Motion to pass the resolution by Councilmember Grant.

Second by Councilmember Rhodes.

Motion passes 7 - 0.

Approval of Minutes

1. [June 16, 2025 Minutes](#)

Motion to approve the minutes by Councilmember Wetherbee.

Second by Councilmember Rhodes.

Motion passes 7 - 0.

Public Comment - Second Opportunity

Announcement of Next Meeting: July 21, 2025 at 7:00 p.m. (Workshop) & 7:45 p.m. (Meeting)

Adjournment

Motion to adjourn by Councilmember Wetherbee.

Second by Councilmember Grant.

Motion passes 7 - 0.

City of Beacon City Council Agenda
07/21/2025

Title:

Executive Session: Personnel

ATTACHMENTS