



CITY OF BEACON, NEW YORK
COURTROOM, CITY HALL
1 MUNICIPAL PLAZA
BEACON, NY 12508

Mayor Lee Kyriacou
Councilmember Amber J. Grant, At Large
Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward 1
Councilmember Air Rhodes, Ward 2
Councilmember Jodi M. McCredo, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Anthony Ruggiero

September 14, 2020

7:00 PM

City Council Agenda

Roll Call

Workshop Agenda Items

1. Notice of Change in Public Meeting Location September 14
2. Municipal Broadband
3. 2020 Adjusted Base Proportions
4. Police Department Review Process
5. Police Chief Search Process Update
6. Proposed Updates to the City of Beacon City Code Regarding Parking on Exeter Circle, Pocket Road, Mountain Lane
7. Viewsheds
8. Edgewater Agreement
9. Commission on Human Relations
10. Proposed Pocket Park at River Ridge
11. Agreement with NYSDOT for Maintenance and Repair of Crosswalk System Adjacent to River Ridge Town Houses

Executive Session Items:

1. Executive Session: Real Property
2. Executive Session: Personnel

City of Beacon City Council Agenda
09/14/2020

Title:

Notice of Change in Public Meeting Location September 14

ATTACHMENTS

[Notice of Change in Public Meeting Location September 14](#)



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting at

<https://us02web.zoom.us/j/83358340861?pwd=QzUxNEVmOU1GWGJxcDFsbzdWL29lZz09>.

Webinar ID: 833 5834 0861 Passcode: 284590. To the extent internet access is not available, the public can attend via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 833 5834 0861 Passcode: 284590. The City Council's agenda is available online in advance of meetings at <http://www.cityofbeacon.org/index.php/agendas-minutes/>.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the Council will be initiated with the Council first convening on the public videoconferencing site, and then adopting a motion to go into Executive Session.

PLEASE TAKE FURTHER NOTICE, that the City Council Workshop of Monday, September 14, 2020 at 7:00pm can be accessed live at

<https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
09/14/2020

Title:

Municipal Broadband

ATTACHMENTS

City of Beacon City Council Agenda
09/14/2020

Title:

2020 Adjusted Base Proportions

ATTACHMENTS

[2020 Adjusted Base Proportions](#)

*****						*****						*****					
* RP-6703						NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES						09/14/20					
* 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714																	
* CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL																	
* FOR THE 2020 ASSESSMENT ROLL																	
*****						*****						*****					
* Approved Assessing Unit City of Beacon, 130200																	
* Name of Portion City of Beacon, 130200																	
* Reference Roll 2019																	
* Levy Roll 2020																	
*****						*****						*****					
* DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANT																	
* EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR																	
* Section I																	
* (A) (B) (C) (D) (E)																	
* Total Total Total Net Surviving																	
* Assessed Value Assessed Value Assessed Value Assessed Value																	
* on the of Physical and of Physical and of Physical and																	
* Reference Roll Quantity Increases Quantity Decreases																	
* Excluding between the Reference Roll and Levy Roll																	
* SpecialFranchise and Wholly Exmt and Levy Roll																	
* Class																	
* (B-C) (A-C)																	
* Homestead 1,060,014,700 11,497,100 6,436,600 5,060,500 1,053,578,100																	
* Nonhomestead 270,581,406 17,782,900 0 17,782,900 270,581,406																	
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* (F) (G) (H) (I)																	
* Total Total Net Change																	
* Assessed Value Assessed Value Equalization																	
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* between the Reference Roll and Levy Roll																	
* Class																	
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* Homestead 7,748,100 656,900 7,091,200 1.00673 1.0064																	
* Nonhomestead 6,324,085 523,557 5,800,528 1.02144 1.0218																	
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* COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR																	
* Section II																	
* (J) (K) (L) (M) (N) (O)																	
* Taxable Taxable Assessed Value Total Taxable Taxable Class																	
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* Excluding at the Reference Roll at the Reference Roll at the																	
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* Nonhomestead 292,591,209 286,450,491 23,663,195 310,113,686 289,494,865 1.07122																	
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* COMPUTATION OF ADJUSTED BASE PROPORTIONS																	
* Section III																	
* (P) (Q) (R)																	
* Current Current Adjusted																	
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* Proportions Proportions Proportions																	
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* Quantity Changes																	
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* Homestead 70.63037 71.07587 69.31708																	
* Nonhomestead 29.36963 31.46144 30.68292																	
* Total 100.00000 102.53731 100.00000																	
*****						*****						*****					

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature

title

date

City of Beacon City Council Agenda
09/14/2020

Title:

Police Department Review Process

ATTACHMENTS

[Copy of Police Review Process Tracking 2020-08-07 v2.xlsx](#)

[Dutchess County Webpage Police Reform and Modernization Collaborative](#)

Police Review Process Tracking

				Implemented
				In-Progress
1. Transparency, Community Engagement	2. Critical Policies (incl. Training, Complaint Process)	3. Deployment, Structure, Composition		Non-Policing Issues
Daily Blotter on website	Accreditation Renewal	Hired an HR Director		Resolution re: Co Leg rescinding jail bond authorization
Officers to use business cards to ensure ID	Reduction of police equipment at HQ	Increased membership of HRC and in what role. Additional resources for HRC. Maybe a confidential subcommittee + streamlined process		Municipal Broadband; hot spots - Altice, Verizon, Optimum. Councilmembers Grant and Nelson
Right to Know Act	Review Use of Force policy in light of legal changes	Develop options for policing alternatives (e.g., nonviol/noncrim calls, domestic violence, mental health)		Increase spending in social institutions, community services.
Suggestion Box on website (Spanish version in progress)	Weapons reduction. Regional program.	Civilian oversight		Unconscience bias training for all City employees
FOIL documents on website	Fire arms policy, use of fire arms, expenditure, types of fire arms	Deployment - Community Policing		
Officers list on website	Oversight on complaints process	Comparative data analysis - County?		
Video tour of PD facility on website	Implicit & unconscious bias training, more hands-on training			
Description of how calls are recorded, responded to, acted upon and processed on website.	Measurable training results			
Complaint Process on Website (how made, recorded, investigated, reviewed, resolved)	Training funding sources			
Complaint form in English and Spanish on website and other locals	Review existing de-escalation training			
Community Forum on Policing (June 20th, 2020)	No knock warrant policy			
COB promoted "Beacon Now" form to share thoughts, experience with Beacon PD	Budget Committee/budget discussion			

News Release

Office of the County Executive

22 Market Street ~ Poughkeepsie, NY 12601
Phone: (845) 486-2000 ~ Fax: (845) 486-2021

9/3/2020

Dutchess County Police Reform & Modernization Collaborative Encourages Public Engagement with New Website and Upcoming Community Forums

Poughkeepsie, NY... To encourage public participation and provide transparency, Dutchess County's Police Reform & Modernization Collaborative has launched [a new website](#) and announced a series of community forums.

The new website, DutchessNY.gov/PoliceReform provides information and updates about the ongoing work of the Collaborative and opportunities for community input, including several upcoming virtual forums that will be moderated by the Dutchess County Commission on Human Rights.

Dutchess County Executive Marc Molinaro said, "Transparency is at the very heart of the work we are doing. Creating this new webpage, holding these forums, and every step of the way working alongside key stakeholders will ensure an open and fair process by which we develop new plans and ideas for our police agencies. I'm thankful for the work our team is doing and look forward to hearing ideas from the public on what we should be focused on in the development of these reforms."

There will be six community forums, organized by geographic area, where community members will have a platform and opportunity to speak to those involved with police reform issues. Participants will be able to provide input on what reforms they believe should be enacted. Forums will be held via Zoom, will be two hours long, and American Sign Language (ASL) interpreters will be available for the hearing impaired. Registration is required to participate.

To sign up for one of these forums, visit the [new Police Reform & Modernization Website](#). The schedule of the forums is as follows:

- **Saturday, Sept 12, 3-5pm** - Town of Washington, including Village of Millbrook; Towns of Stanford, Pine Plains, and Amenia; Town of North East, including Village of Millerton.
- **Thursday, Sept. 17, 6-8pm** - Town of Pawling, including Village of Pawling; Towns of Union Vale, Beekman, LaGrange and Pleasant Valley.
- **Tuesday, Sept. 22, 6-8pm** - Town of Wappinger, including Village of Wappingers Falls; Town of East Fishkill; Town of Fishkill, including Village of Fishkill; City of Beacon.
- **Wednesday, Sept. 23, 6-8pm** - Towns of Hyde Park and Poughkeepsie.
- **Saturday, Sept. 26, 3-5pm** - Town of Rhinebeck, including Village of Rhinebeck; Town of Red Hook, including Villages of Red Hook and Tivoli; Towns of Milan and Clinton.

- **Tuesday, Sept. 29, 6-8pm-** City of Poughkeepsie.

The Collaborative will also conduct additional virtual forums in Spanish. Further information about dates and sign-up information about the Spanish language forums will be posted on the Police Reform & Modernization Collaborative's webpage at DutchessNY.gov/PoliceForums.

Those who would like to participate in the virtual forums, either by listening or offering commentary and feedback, must register prior to the event's start time. Those who would like to speak will be given three minutes and priority will be given to those who live, work, volunteer, or worship in, or have a direct connection to, the municipality being discussed. Elected officials and police agency chiefs from across Dutchess County will listen to commentary being shared.

Jody Miller, Chair of the Commission on Human Rights, said, "The Commission on Human Rights is committed to making sure everyone who wants to contribute ideas and feedback to this process is heard. We're encouraging anyone who lives, works, worships, volunteers, has family in, or is connected to a municipality listed for a particular forum to sign-up at DutchessNY.gov/PoliceForums. We want people to share their specific ideas about police reform that will assist the County and municipalities with police agencies to develop their plans."

Individuals who are unable to attend their community's forum will be able to watch recordings after the event on the County's [Police Reform & Modernization webpage](#).

The new website will also feature a public comment form for those who would like to submit written testimony and ideas. The Police Reform & Modernization Collaborative's webpage also features summaries of each workgroup's meetings, news updates and other pertinent information regarding police reform measures. Individuals can also sign up for email updates

Website visitors can also [view Governor Cuomo's Executive Order No. 203](#) which mandates that local municipalities with police agencies develop a new law enforcement plan that will include reforms, policies and procedures necessary "to eliminate racial inequities in policing, to modify and modernize policing strategies, policies, procedures, and practices, and to develop practices to better address the particular needs of communities of color to promote public safety, improve community engagement, and foster trust." Such agreed-upon reforms will be added to the final report the Collaborative creates to be distributed to all local police agencies and municipalities.

City of Beacon City Council Agenda
09/14/2020

Title:

Police Chief Search Process Update

ATTACHMENTS

City of Beacon City Council Agenda
09/14/2020

Title:

Proposed Updates to the City of Beacon City Code Regarding Parking on Exeter Circle, Pocket Road, Mountain Lane

ATTACHMENTS

Memorandum from the Traffic Safety Committee Regarding Parking on Exeter Circle, Pocket Road, Mountain Lane

Pocket Road Parking Photo

Proposed No Parking Maps



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

TO: Mayor Kyriacou and City Council

FROM: Anthony Ruggiero, MPA, City Administrator

RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic

DATE: September 14, 2020

The Parking and Traffic and Safety Committee (the “Committee”) reviewed a number of Traffic and Safety related issues and make the following recommendations to the City Council.

§ 211-15 Parking, stopping and standing prohibited at all times.
[Amended 5-17-1993; 7-19-1993; 11-15-1993; 7-18-1994]

A. No person shall park, stop or stand, as those terms are defined in § 1200 of the Vehicle and Traffic Law, upon any of the streets or parts thereof described in Schedule X below.

B. Schedule X: Parking, Stopping and Standing Prohibited at All Times. In accordance with the provisions of Subsection A, no person shall park, stop or stand at any time upon any of the following described streets or parts of streets:

[Last amended 7-18-2016 by L.L. No. 9-2016[1]]



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010

	Street	Side	Location
1	E. Main St.	East	From Pocket Rd. to Mountain Ln.
2	E. Main St.	West	From Mountain Ln. to a point 50 ft. south
3	Exeter Cr.	North	From Howland Ave. to a point 465 ft. east
4	Mountain Ln.	East	from E. Main St. to Monument Rd.
5	Mountain Ln.	West	From E. Main St. to a point 165 ft. north
6	Pocket Rd.	Both	From E. Main St. to dead end

Mountain Lane, Pocket Road, and Exeter Circle are all dead-end roads with only one ingress and egress. If all of the legal parking spaces are occupied, emergency and Department of Public Works vehicles cannot access the road.

Below is a picture of Pocket Road, taken by an employee of the Water Department, on Sunday, September 6, 2020. In the foreground is the employee's City of Beacon Water Department vehicle which cannot access the road.



CITY OF BEACON New York

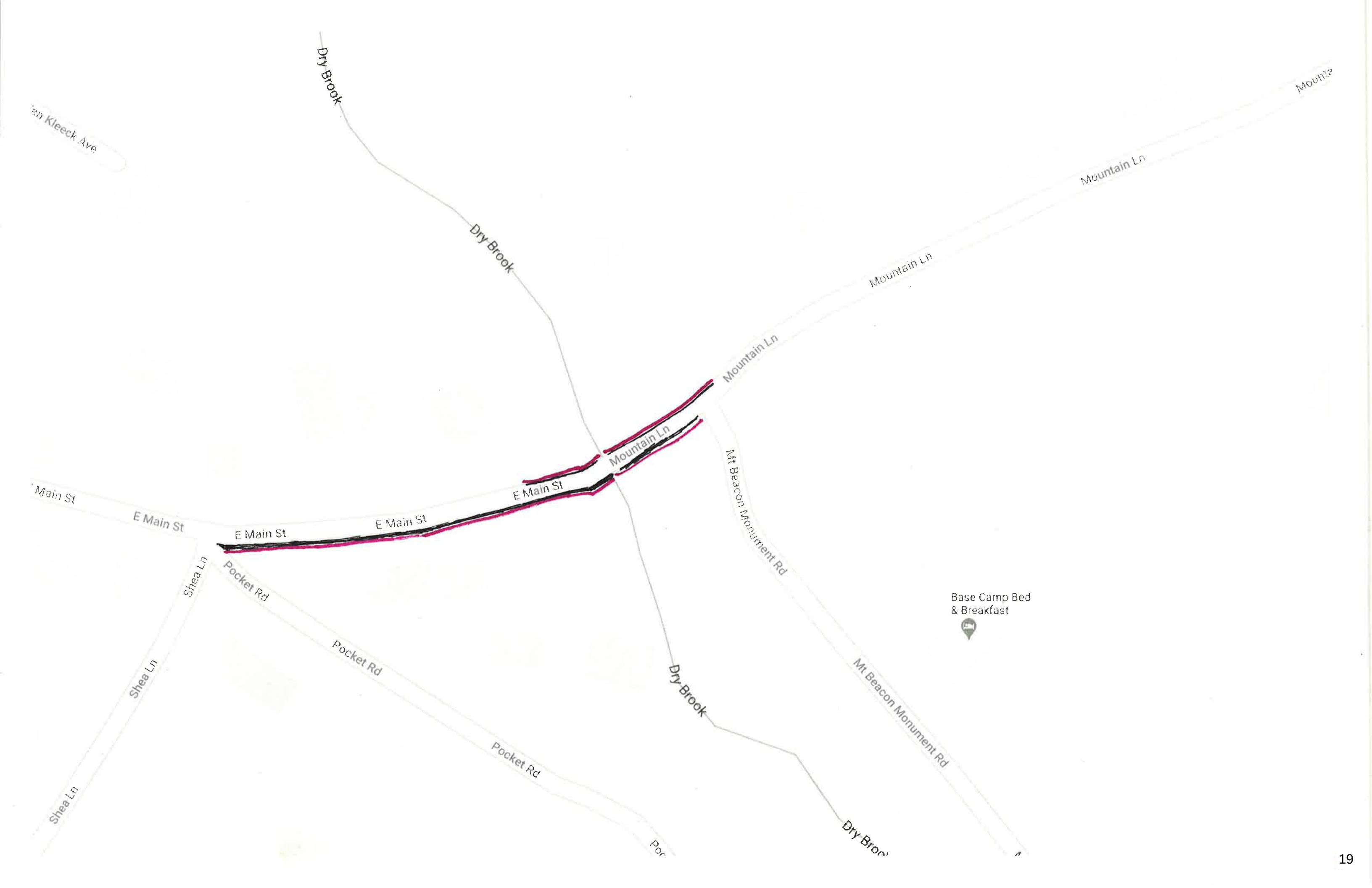
TRAFFIC SAFETY COMMITTEE

845-838-5010











City of Beacon City Council Agenda
09/14/2020

Title:

Viewsheds

ATTACHMENTS

Memorandum from the City Planner Regarding Viewsheds

Views Main Street

Views LWRP

Views Citywide

To: Mayor Kyriacou and the Beacon City Council
From: John Clarke, City Planner
Date: September 11, 2020
Re: Designated Views

For the September 14, 2020 Council workshop, I have been asked to prepare a presentation on important scenic views that the City could potentially designate for protection. As I mentioned at a previous workshop, the currently designated views in the Local Waterfront Revitalization Program and Comprehensive Plan should also be re-evaluated as part of this process, given physical changes over the last 30 years and the somewhat confusing documentation in the LWRP.

So far, I have been sent the following lists of additional views that could be considered for designation. These are just a starting point for the ongoing discussion.

From Councilmember Rhodes:

The view of the mountain on Liberty just northeast of JVF Elementary School. Then the view from the whole bike ride southwest on Liberty, over to Leonard, across the creek on East Main Street.

The left turn off of Tioronda under the Fishkill tracks toward Madame Brett Park.

The view from the bridge at Madame Brett Park.

The view of the mountain from all along Tioronda Avenue as you go from 9D to Madam Brett Park.

At Bank Square, the view down to the Hudson River.

Way up at the top of East Main Street, when it turns into Pocket Road and Mountain Lane, looking back across at the river and Newburgh.

Mountain views from Rombout, Main, and Verplanck.

The view of the mountain from Dewindt Street, from where it intersects Cliff Street through to the DMV parking lot.

Looking up at the mountain from the west end of Main Street.

The view of the creek, up and down the stream, from each of the bridges that cross it.

From Councilmember Aymar-Blair:

Constituent 1 (with accompanying photos attached)

- Left side of Fishkill Creek as walking to river from Madam Brett Park.
- View of mountain from Tioronda Avenue (south side).
- View of Lambs Hill from Old Glenham Road.
- View of mountain and Roundhouse from the bench by the creek.
- View of Fishkill Creek from bridge on Churchill Street.

Constituent 2

- Creek: all of Madam Brett Park, especially of the falls from the old spillway.
- The views of the creek from both the Wolcott, East Main Street, and Church Street bridges.
- The views of the creek/falls by the tracks. The Glenham fishing area.
- River: Pete Seeger Park down to Denning's Point.
- The Mountain: Multiple spots along Main Street, from Long Dock Park, from Denning's Point.

Constituent 3

- The view of the mountains from the DMV parking lot.

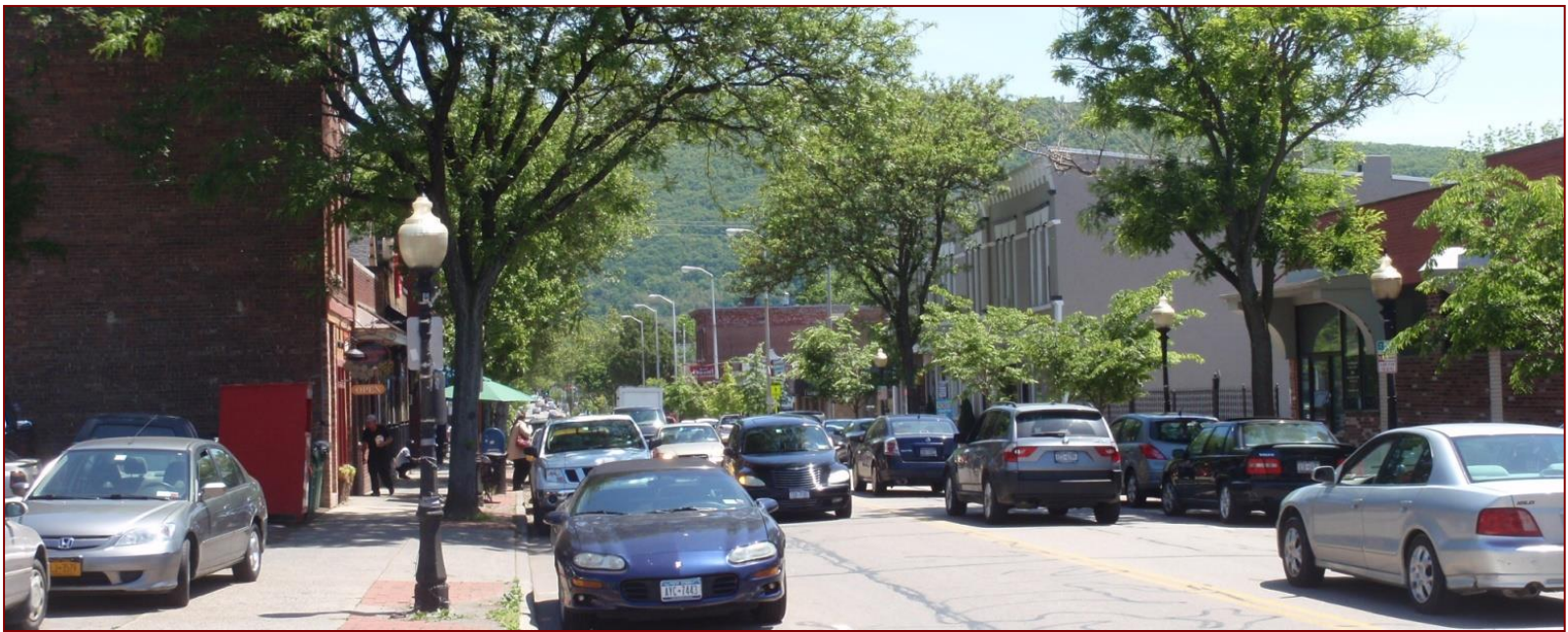


Main Street

West End near Cliff Street



At Willow Street



Main Street

At Elm Street



Near Walnut Street



Main Street

At Cedar Street



Near Veterans Place

Main Street



Near Schenck Avenue



**At South Side of
One East Main Street**

Main Street at Churchill Street Curve



Historic Postcard View – Early 1900s



At Tioronda Avenue



In Front of Church



From East Side of Church



From East Main Street Bridge - Views South and North of Fishkill Creek

East Main Street



At Fountain Square

**View West at
Summit Street**



City of Beacon

Local Waterfront Revitalization Program (LWRP)

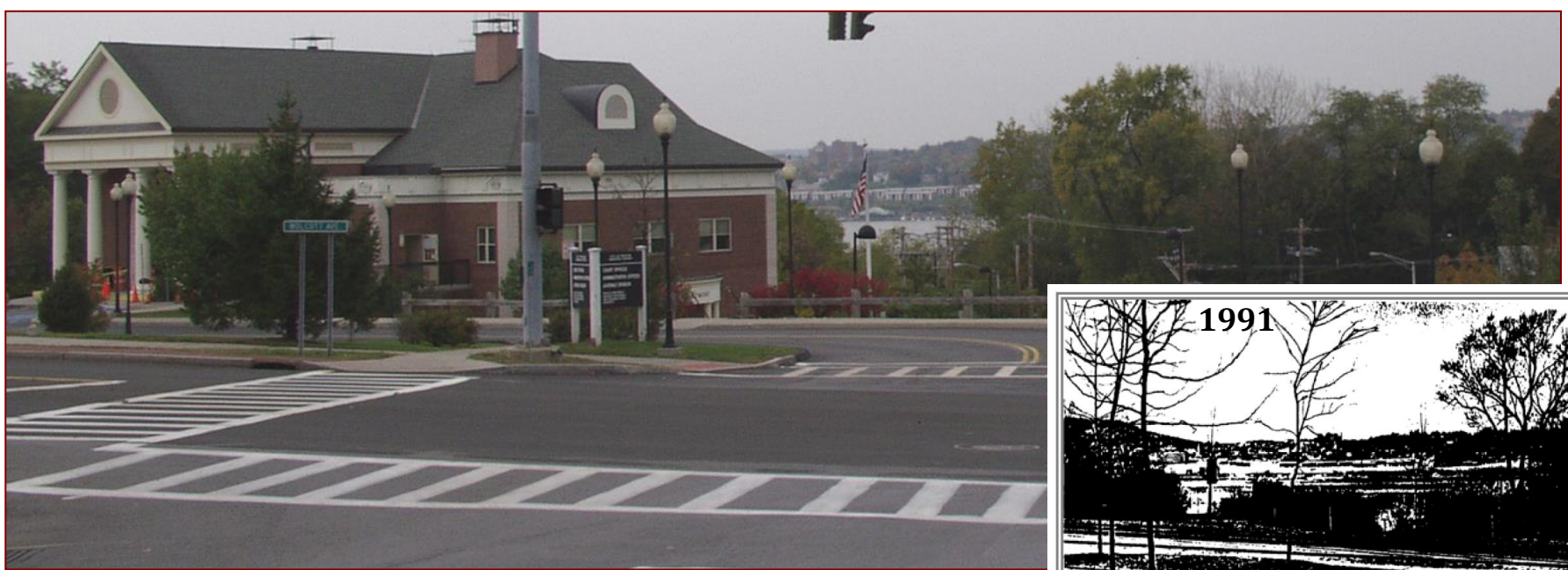
Originally Adopted by City Council October 21, 1991

Amendment Added Harbor Management Plan March 7, 2011

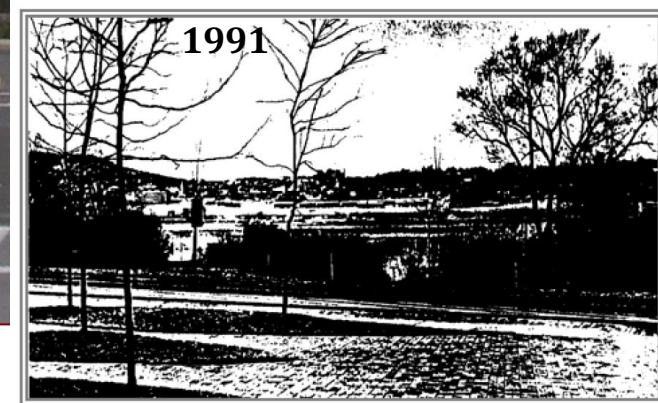
Policy 25A

The following view sheds will be protected:

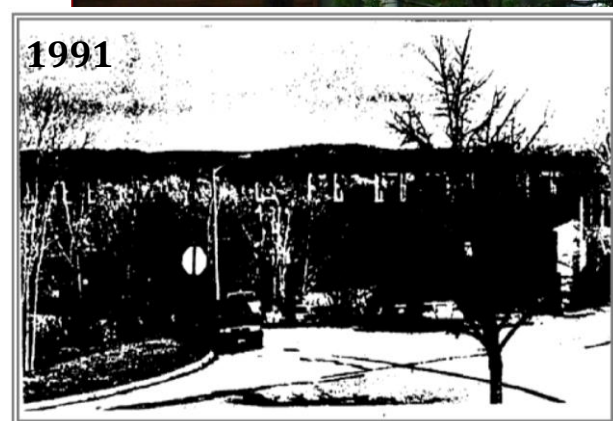
- 1. Main Street and Route 9D**
- 2. Beacon Street and Route 9D**
- 3. Rombout Avenue and Route 9D**
- 4. Route 9D and Wolcott Avenue**
- 5. South Avenue and Route 9D**
- 6. Dennings Avenue at South Avenue**
- 7. Sargent Avenue at St. Lawrence Seminary**
- 8. South Avenue 1/4 Mile West of Dennings Avenue**
- 9. Paye Street**
- 10. River Street and Beekman Street**
- 11. Southwest View from Wolcott Avenue 200 Feet West of Bayview Avenue**
- 12. West View from Wolcott Avenue 200 Feet West of Bayview Avenue**
- 13. Northwest View from Wolcott Avenue 200 Feet West of Bayview Avenue**



View 1: Main Street and Route 9D



View 10: River Street and Beekman Street

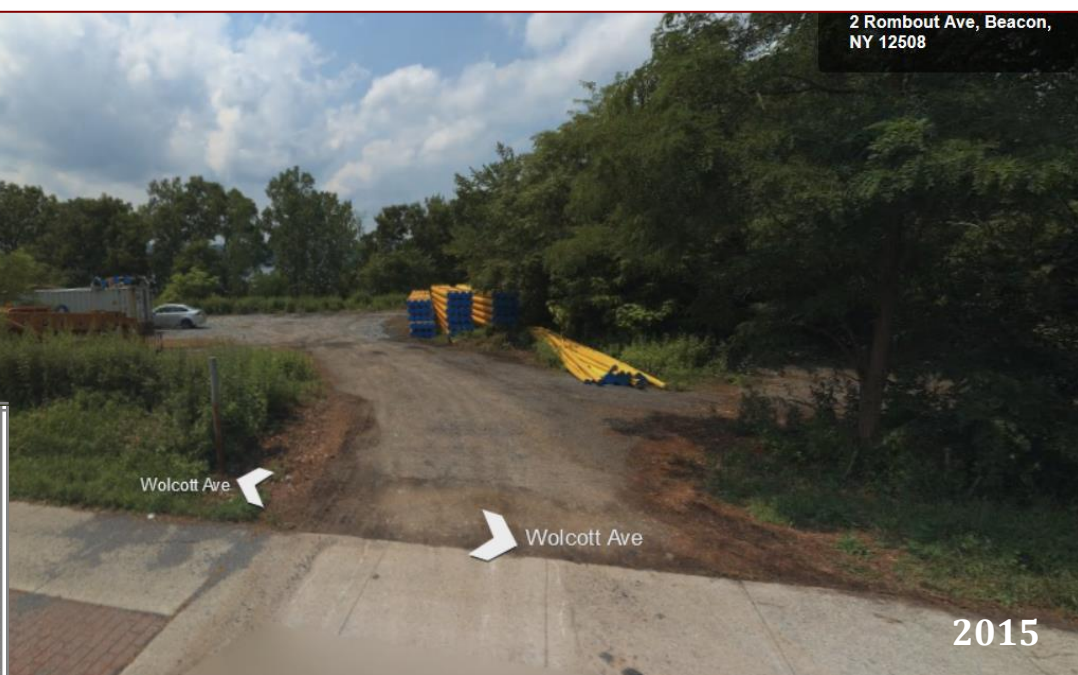


**View 2:
Beacon Street
and Route 9D**



View 3: Rombout Avenue and Route 9D

1991



2023

1991

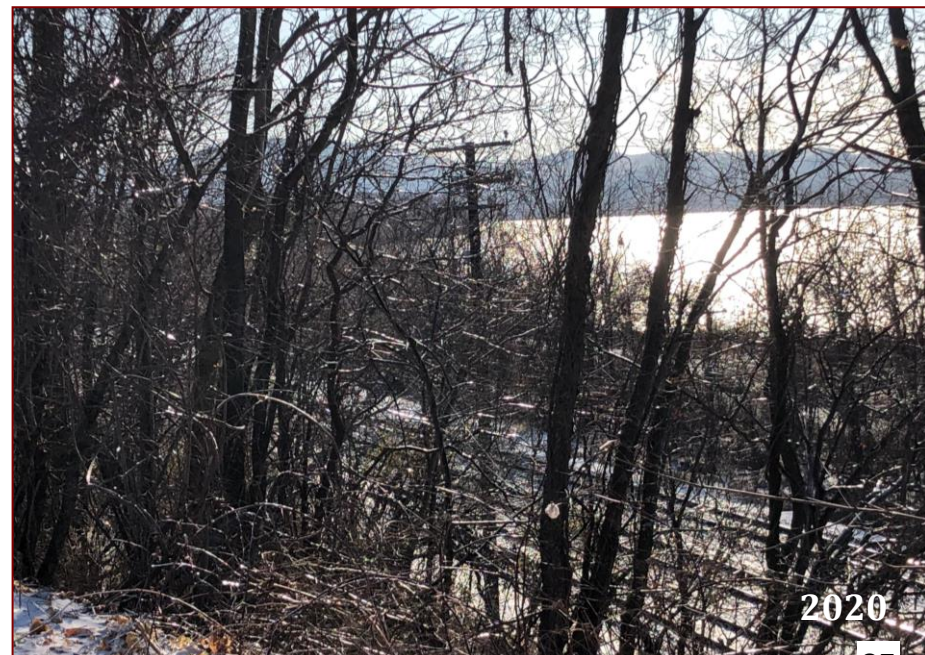
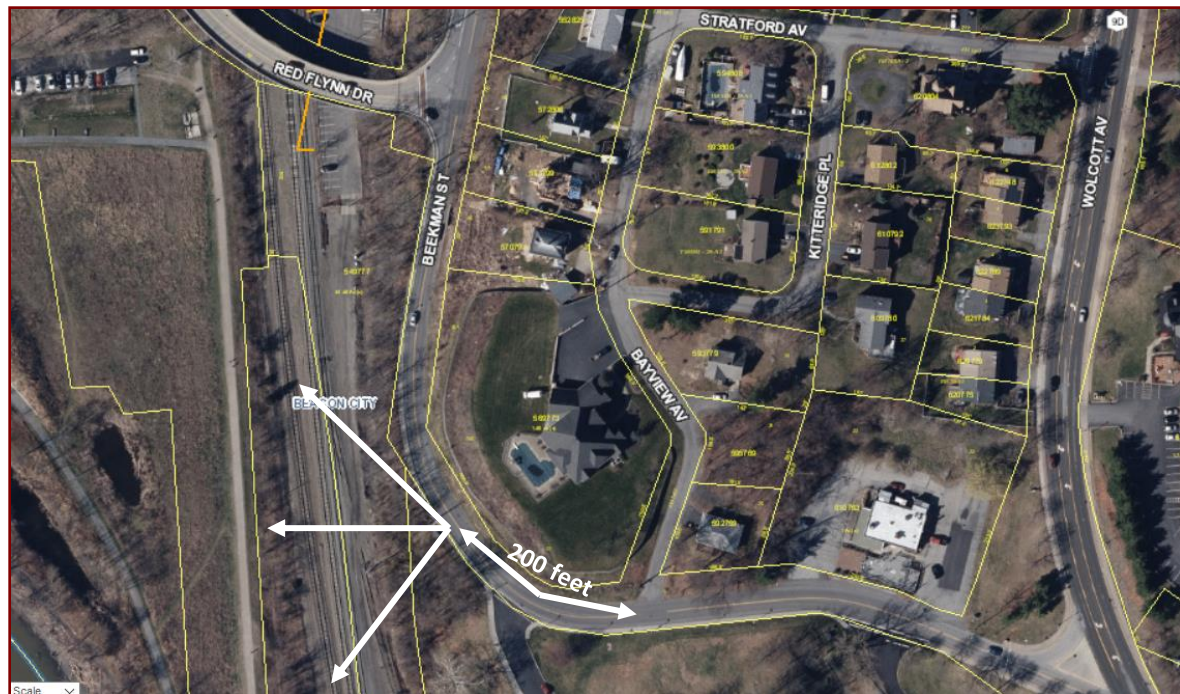


**View 4:
Route 9D and
Wolcott Avenue**

**(Southern Section of
Beekman Street was
at that time called
Wolcott Avenue)**



2020



View 11: Southwest view from Wolcott Avenue 200 feet west of Bayview Avenue

1991

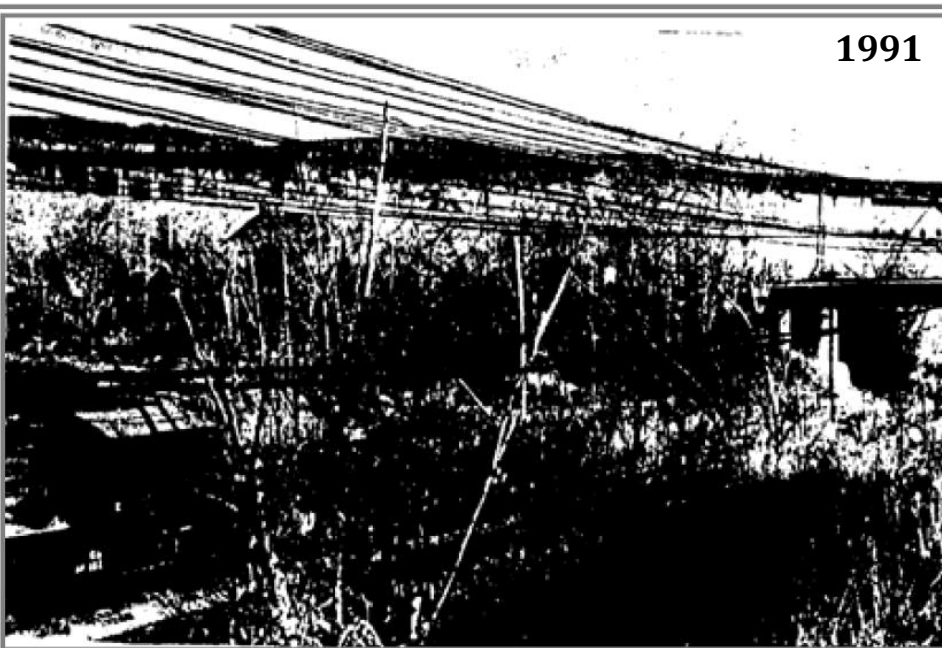


2020



View 12: West view from Wolcott Avenue 200 feet west of Bayview Avenue

1991



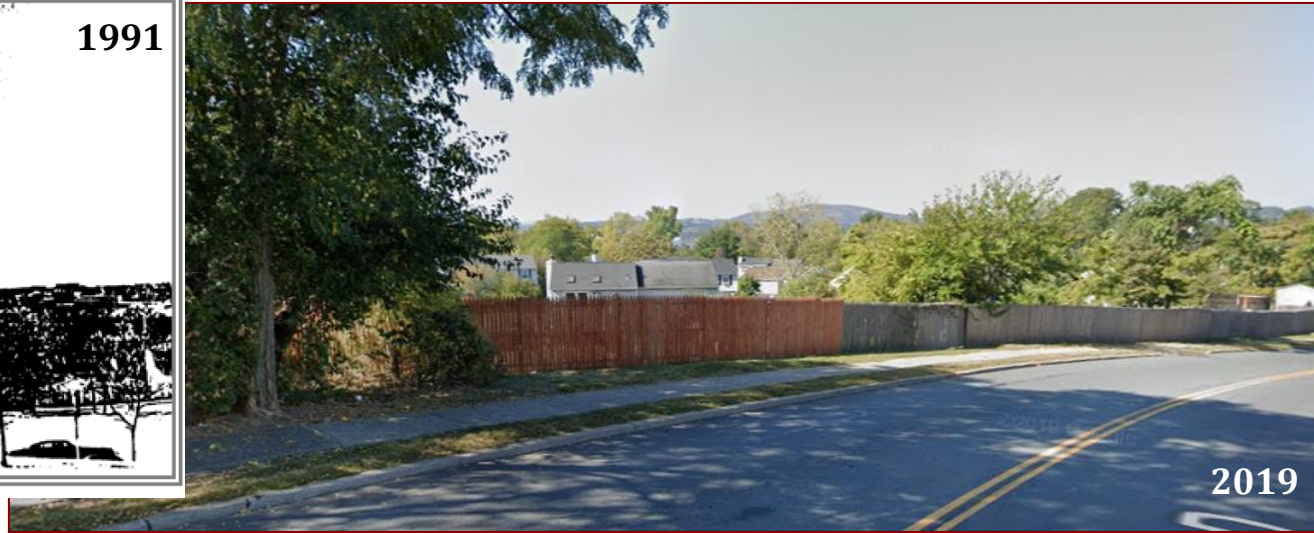
2020



36

View 13: Northwest view from Wolcott Avenue 200 feet west of Bayview Avenue

1991



2019

View 5:
South Avenue and Route 9D

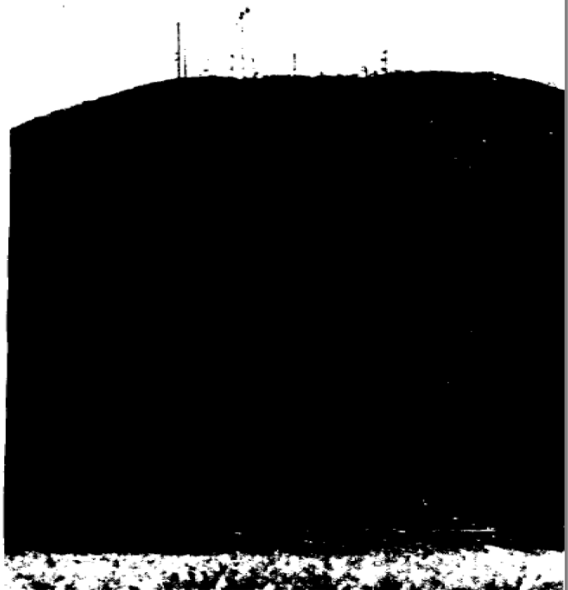
View 6:
Denning's Avenue at South Avenue

1991



2019

1991

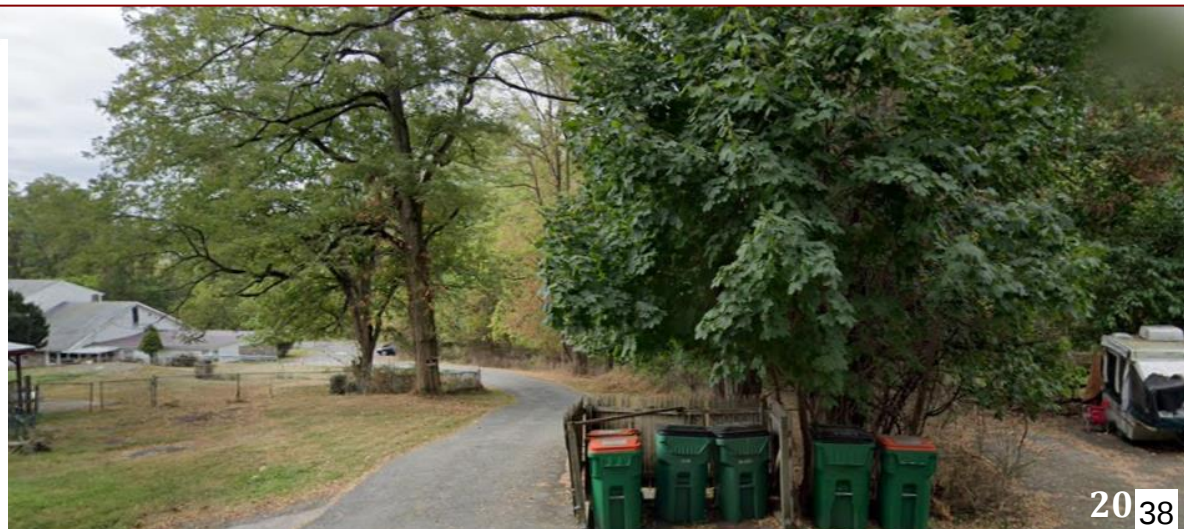
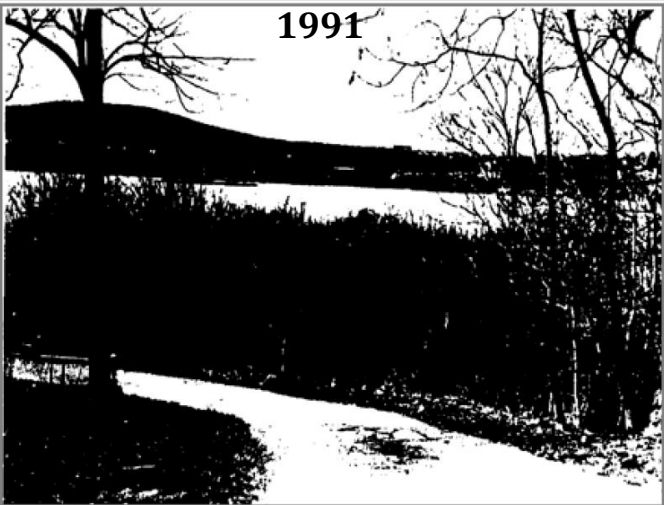


View just south of Sargent Avenue – South Avenue Intersection 2012

View 7:
Sargent Avenue at St. Lawrence Seminary

View 8:
South Avenue ¼ Mile West of Denning's Avenue

1991





1991

**View 9:
Paye Street**

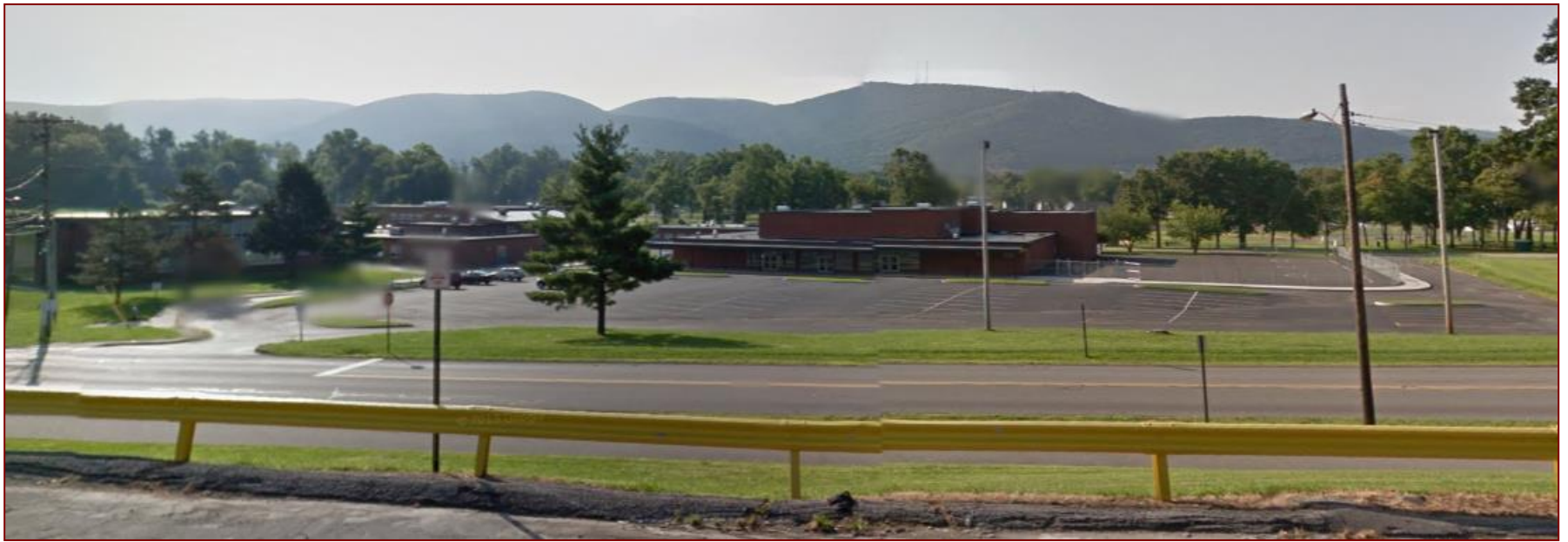




Mill Street off Route 52



Route 52 at State Street

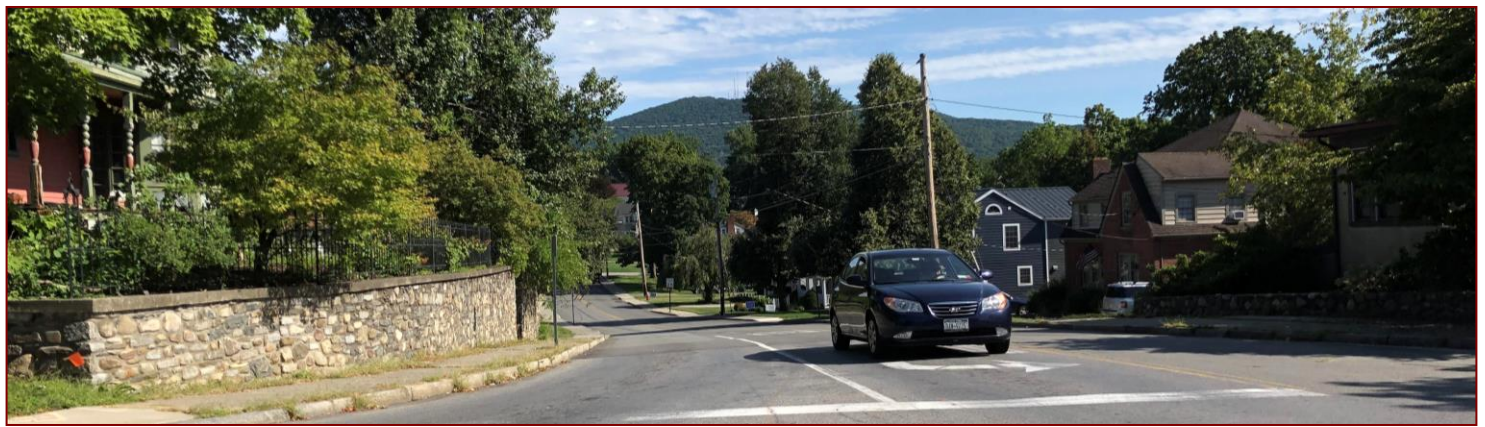


Matteawan Road at Tilden Avenue



Liberty Street North of JVF Elementary School

Verplanck Avenue



At Route 9D



At Willow Street



At Schenck Avenue



Near Beacon Falls

Churchill Street Bridge

View East across Bridge



From Bridge – Views South and North of Fishkill Creek

**Route 9D/
Wolcott Avenue**



Route 9D and Tioronda Avenue



Route 9D Bridge – Views South and North of Fishkill Creek

Tioronda Avenue

**At Top of Hill
Near Route 9D**



**About 600 feet
South of Route 9D**



**About 2,300 feet
South of Route 9D**





View toward the Bridge from the Tunnel



View of the Falls

Near Madam Brett Park



Tioronda Bridge



From the Bridge – View towards the River

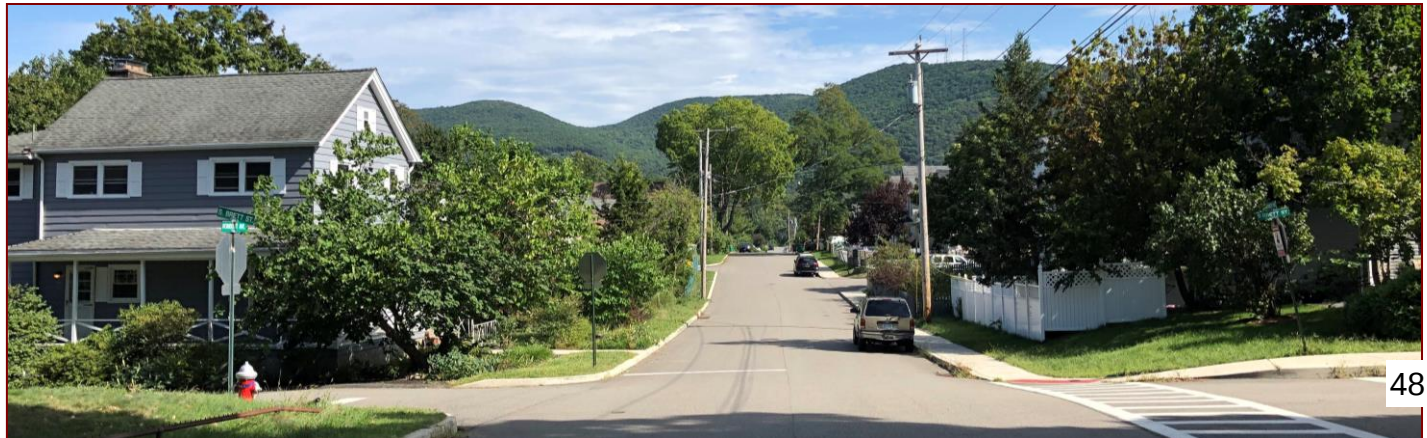
**Henry Street
Near Veterans Place**



**Rombout Avenue
from S. Chestnut Street**



**Rombout Avenue
from S. Brett Street**



**Dewindt Street
Near S. Elm Street**



**Dewindt Street
East of Cliff Street**





**Bayview Avenue
Near Stratford Avenue**



**View from of Bayview
Avenue Cul-de-Sac**

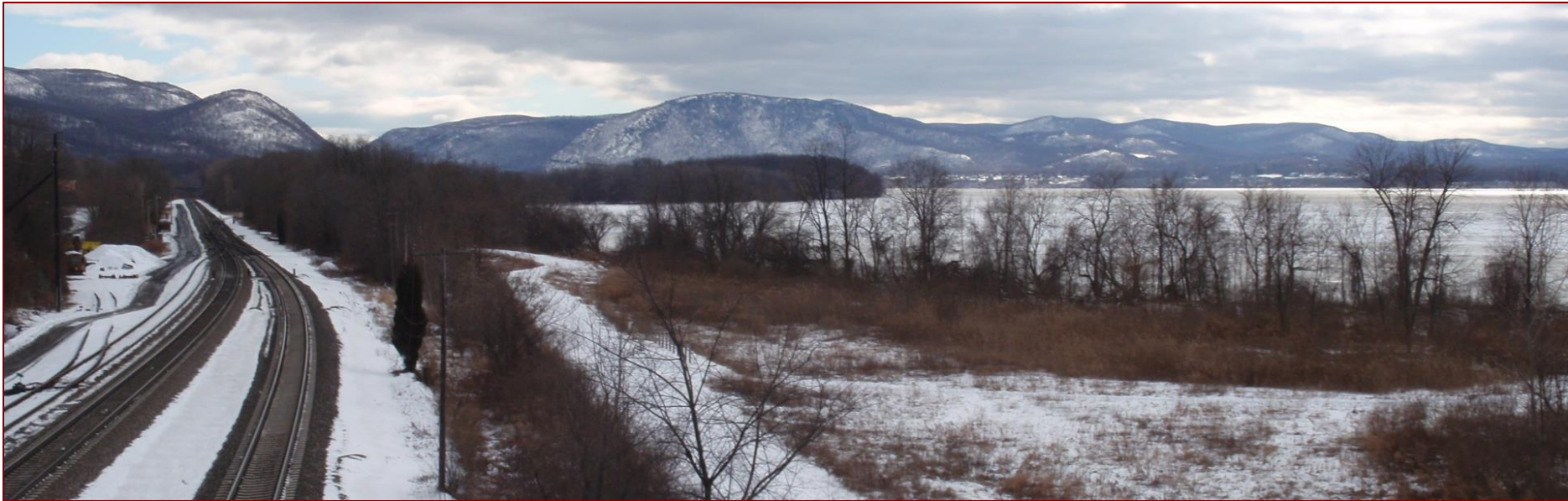




Pete and Toshi Seeger Riverfront Park Looking South



View of Harbor from Train Platform



View South from Bridge over Train Tracks

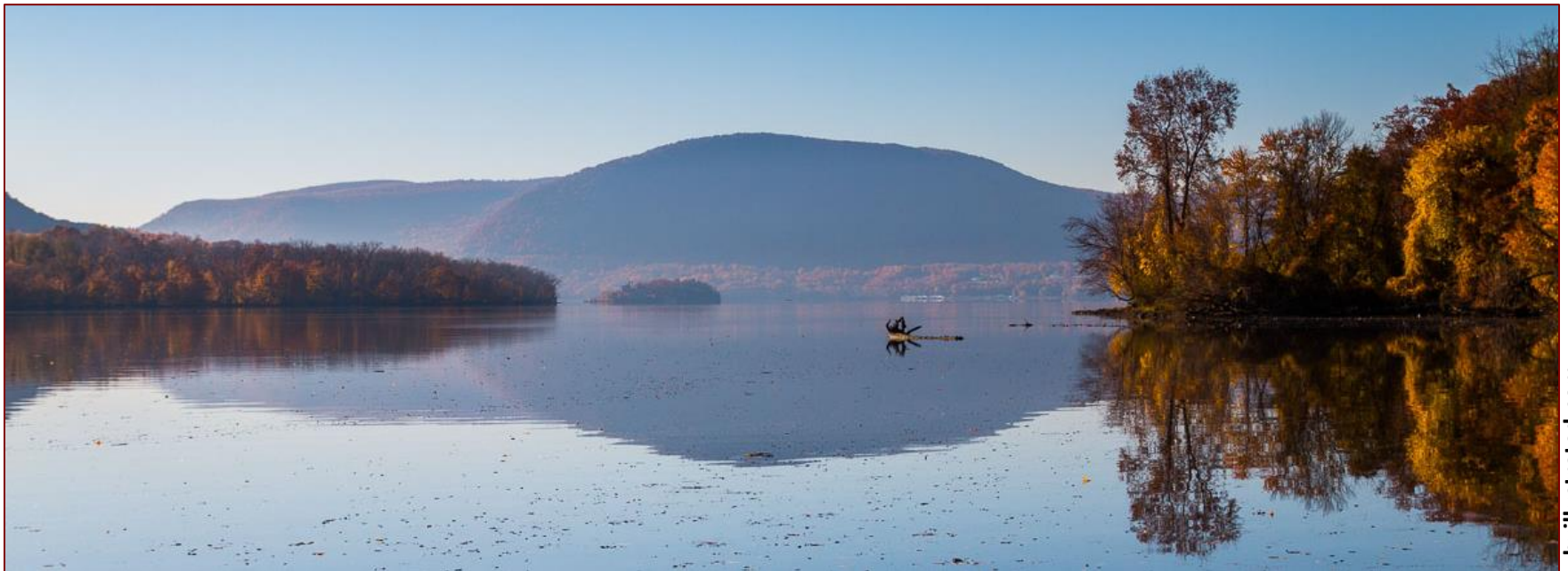


View of River from Long Dock Park



scenichudson.org

View South from Long Dock Park



hvilleillustrated.com

View South from Denning's Point State Park

City of Beacon City Council Agenda
09/14/2020

Title:

Edgewater Agreement

ATTACHMENTS

[Branch Street Right of Way Maintenance Agreement](#)

[Temporary Construction Easement and Permanent Trail Easement](#)

BRANCH STREET RIGHT OF WAY MAINTENANCE AGREEMENT

THIS BRANCH STREET RIGHT OF WAY MAINTENANCE AGREEMENT (this “Agreement”) by and between the **CITY OF BEACON**, a municipal corporation having an office at One Municipal Plaza, Beacon New York 12508 (the “Municipality”), and **SCENIC BEACON DEVELOPMENTS, LLC** having an address at 11 Creek Drive, Suite 102A, Beacon, New York 12508 (the “Owner”) is dated this ____ day of _____, 2020.

W I T N E S S E T H

WHEREAS, the Municipality and the Owner seek to provide for the long term maintenance of that certain 155 foot section of the Branch Street right of way (the 155 foot section hereinafter referred to as the “Right of Way”) as more particularly described on **Exhibit “A”** attached hereto and made a part hereof, in connection with the Owner’s multi-family residential development project known as “Edgewater” (the “Project”) on certain real property located at 22 Edgewater Place, Beacon, New York, and designated on the Tax Map of the City of Beacon as Parcel IDs 5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979, more fully shown on a certain subdivision map entitled “Edgewater Final Subdivision Plat for Consolidation Prepared For Scenic Beacon Developments, LLC”, prepared by TEC Land Surveying, dated March 7, 2017, last revised March 24, 2020 and filed in the Office of the Dutchess County Clerk on _____, 2020, as Filed Map No. _____ (the “Subdivision Map”), and further described by metes and bounds in **Exhibit “B”** annexed hereto (the “Premises”); and

WHEREAS, the Project received Final Subdivision Plat Approval and Site Plan Approval from the City of Beacon Planning Board by Resolution adopted September 11, 2018 and dated September 17, 2019 (the “Resolution”), based on site plans consisting of sixteen (16) sheets entitled “Edgewater”, prepared by Hudson Land Design; TEC Land Surveying and Aryeh Siegel, Architect dated January 31, 2017 and last revised April 29, 2020 (“Approved Project Plans”); and

WHEREAS, the Resolution requires the Owner to enter into an agreement to maintain, clean, repair and replace the Right of Way in perpetuity;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants below, and one dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Municipality and the Owner agree as follows:

1. This Agreement binds Owner, its successors and assigns, to the maintenance provisions depicted in the Approved Project Plans.

2. Owner shall maintain, clean, repair, and replace the Right of Way, including removal of snow and ice, to keep the Right of Way in a safe, passable condition.

3. Owner shall be responsible for all expenses related to the maintenance, cleaning, repairing and replacement of the Right of Way, including removal of snow and ice.

4. Owner shall not authorize, undertake or permit alteration, abandonment, modification or discontinuation of the Right of Way except in accordance with written approval of the Municipality which approval shall not be unreasonably withheld.

5. Owner hereby covenants that it is seized of the Premises in fee simple and has full authority to execute this Agreement; shall do nothing in the Premises which would prevent, impede or disturb the full use and intended purpose of this Agreement; and shall execute and deliver any further documents reasonably necessary to assure the benefits of this Agreement to the Municipality.

6. This Agreement shall not confer unto the Municipality any duty or obligation to repair or maintain the Right of Way. Further, the Municipality's acceptance of any rights pursuant to this Agreement shall not be deemed as the acceptance of any duty or obligation to repair or maintain the Right of Way, except that any damage to the Right of Way caused by the Municipality's negligence during inspections or otherwise shall be restored, repaired or otherwise remedied by the Municipality at the Municipality's sole cost.

7. Owner hereby agrees to defend, indemnify and save harmless the Municipality, its officers and employees from any and all claims, damages, or costs of whatever nature made by any person or entity alleging personal injury, death, or damage or loss of personal property, arising directly or indirectly from this Agreement. Owner shall maintain liability insurance in

the amount of \$1,000,000 to protect the Municipality and which shall name the Municipality as an additional insured by endorsement on said policy, and a copy of the additional insured endorsement shall accompany the certificate of insurance.

8. This Agreement shall be recorded in the Office of the County Clerk, County of Dutchess as a condition of final site plan approval and as a condition to the issuance of a building permit. The obligations herein shall run with the land and shall be binding upon the parties successors and assigns. Nothing herein shall serve to abrogate any rights of the Municipality in and to the Right of Way, or any portion thereof.

9. If ever the Municipality determines that Owner has failed to maintain the Right of Way in accordance with the Approved Project Plan, the Municipality shall provide Owner with written notice via certified mail, return receipt requested, specifying such failure. The written notice shall provide that Owner has fifteen (15) days to cure any defect and/or failure specified therein. In the event the failure cannot be cured within fifteen (15) days, Owner shall advise the Municipality as to same in writing within fifteen (15) days of receipt of the Municipality's notice to cure. Owner shall be afforded the opportunity to request a reasonable time frame to cure said failure/defect if Owner so desires. If Owner fails to provide written notice requesting an extension of time to cure a failure/defect and Owner does not cure said failure/defect, the Municipality is authorized to undertake such steps as are reasonably necessary for the preservation, continuation or maintenance of the Right of Way and to affix the expenses thereof as a lien against the Premises. The requirement for written notice via certified mail, return receipt requested and the time periods set forth in this paragraph shall not apply if the Municipality determines a shorter period of time is reasonable and necessary under the prevailing circumstances in which case the Municipality shall provide reasonable notice prior to undertaking necessary steps to preserve, continue and maintain the Right of Way.

10. In the event the Municipality exercises its rights hereunder, it shall return the Premises to a reasonably similar condition as it existed prior to the exercise of such rights.

11. All notice and demands shall be made in writing and delivered by certified mail, return receipt requested, with postage pre-paid thereon, addressed as follows:

City of Beacon:
City Administrator
City Hall
1 Municipal Plaza
Beacon, New York 12508

Owner:
Scenic Beacon Developments, LLC
11 Creek Drive, Suite 102A
Beacon, New York 12508
Attn: Rodney Weber

With a copy to:
Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis, Esq.

With a copy to:
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attn: Taylor M. Palmer, Esq.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

13. The above recitals are hereby incorporated into and made a part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Owner and the Municipality have each executed this Agreement as of the date first herein above set forth.

MUNICIPALITY:

CITY OF BEACON

By: _____
Name: _____
Title: _____

OWNER:

SCENIC BEACON DEVELOPMENTS, LLC

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
)
COUNTY OF _____) SS.:

On the ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

STATE OF NEW YORK)
)
COUNTY OF _____) SS.:

On the ____ day of _____ 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public – State of New York

Record & Return:

Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis, Esq.

Section: 5954
Block: 25
Lot(s): 581985, 566983, 574979
County: Dutchess

Section: 5955
Block: 19
Lot(s): 590022
County: Dutchess

Exhibit "A"

Description of the Right of Way Maintenance Area

All that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point located South 07°30'24" East a distance of 8.37 feet from the Southerly line of Branch Street, said point being located on the Northerly line of the lands now or formerly of Dhanapala (Document 02-2004-14051) which is marked by a capped rebar set.

Thence along lands now or formerly of Dhanapala South 70°31'14" East a distance of 9.96 feet to a point, being the Northwest corner of lands now or formerly of Duggan (Document 02-2001-7016).

Thence along lands now or formerly of Duggan North 84°26'11" East a distance of 42.10 feet to a point, being the Northwest corner of lands now or formerly of Gillespie (Document 02-2011-6135).

Thence along lands now or formerly of Gillespie North 74°42'26" East a distance of 105.02 feet to a point, being on the westerly line of Bank Street.

Thence along the westerly line of Bank Street North 07°30'24" West a distance of 55.84 feet to a point, being on the Southerly line of lands of Parcel One (Document 02-2001-2340).

Thence along lands of Parcel One South 60°24'07" West a distance of 9.39 feet to a point, and South 77°13'15" West a distance of 105.74 feet to a point.

Thence continuing along lands of Parcel One and through lands of Tax ID number 5954-25-581985 (Document 02-2006-7853) to become Part and Parcel with Tax ID number 5955-19-590022 on a curve to the right with a radius of 125 feet and an arc length of 41.31 feet to a point.

Thence through said lands South 07°30'24" East a distance of 53.88 feet to the Point of Beginning.

Containing 8,630 square feet or 0.198 acres of land.

Exhibit "B"

The Premises

All that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point located South 07°30'24" East a distance of 8.37 feet from the Southerly line of Branch Street, being the Northerly line of lands now or formerly Dhanapala (Document 02-2004-14051) which is marked by a capped rebar set.

Thence along lands now or formerly of Dhanapala, lands now or formerly of Ward (Document 02-2000-5323), and lands now or formerly of Bobbit (Document 02-2007-1852) North 70°31'14" West a distance of 149.48 feet to a found iron rod, continuing along said lands now or formerly of Bobbit, North 84°38'04" West a distance of 27.88 feet to a capped rebar set, and still along lands now or formerly Bobbit and lands now or formerly of the Metropolitan Transportation Authority (Liber 1931 page 225) North 87°05'45" West a distance of 100.05 feet to a capped rebar set;

Thence along lands now or formerly of Metropolitan Transportation Authority, North 10°43'53" West a distance of 146.45 feet to a capped rebar set, continuing along lands now or formerly of the Metropolitan Transportation Authority North 14°22'53" West a distance of 384.00 feet to an iron rod in concrete, still continuing along lands now or formerly of the Metropolitan Transportation Authority North 00°16'07" East a distance of 241.30 feet to a capped rebar set;

Thence along lands now or formerly of Tompkins Terrace Preservation, L.P. (Document 02-2008-269), South 86°22'23" East a distance of 258.13 feet to a capped rebar set, South 85°15'53" East a distance of 340.71 feet to a capped rebar set, and South 82°59'53" East a distance of 339.11 feet to a nail set at the intersection of Bank Street and Tompkins Terrace;

Thence along the westerly line of Bank Street, South 24°40'07" West a distance of 10.71 feet to a point, South 24°38'07" West a distance of 297.57 feet to a point, South 35°16'07" West a distance of 429.24 feet to a point, South 53°06'07" West a distance of 13.08 feet to a point;

Thence along the northerly line of Branch Street, South 60°24'07" West a distance of 22.63 feet to a point, South 77°13'15" West a distance of 105.74 feet to a point, on a curve to the right with a radius of 125.00 feet and an arc length of 41.31 feet to a point, and South 07°30'24" East 53.88 feet to the Point of Beginning.

Containing 11.965 acres of land.

**AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT TRAIL EASEMENT**

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT PEDESTRIAN ACCESS EASEMENT (this “Agreement”) made and entered into this _____ day of _____, 2020, by and between **SCENIC BEACON DEVELOPMENTS, LLC**, with offices located at c/o Rodney Weber, 25 East Main Street, Beacon, New York 12508 (hereinafter “Grantor”) and the **CITY OF BEACON**, a municipal corporation having an office at One Municipal Plaza, Beacon New York 12508 (hereinafter “Grantee”).

WITNESSETH

WHEREAS, Grantor is the sole owner in fee simple of certain real property located at and commonly known as 22 Edgewater Place, Beacon, New York, consisting of approximately 12.009 acres of land located in the City of Beacon, County of Dutchess and State of New York, designated on the Tax Map of the City of Beacon as Parcel IDs 5954-25-581985, 595519-590022, 5954-25-566983 and 5954-25-574979, as more fully described by metes and bounds on **Schedule “A”** annexed hereto and made a part hereof (collectively, the “Property”); and

WHEREAS, by resolution adopted September 11, 2018 (the “Planning Board Resolution”), the City of Beacon Planning Board (the “Planning Board”) granted Grantor Preliminary and Final Subdivision Plat Approval and Site Plan Approval in connection with a multi-family residential development project known as “Edgewater” on the Property (the “Project”), as shown on a certain subdivision map entitled “Edgewater Final Subdivision Plat for Consolidation Prepared For Scenic Beacon Developments, LLC” prepared by TEC Land Surveying, dated March 7, 2017, last revised March 24, 2020 and filed in the Office of the Dutchess County Clerk on _____, 2020, as Filed Map No. _____ (the “Final Subdivision Map”); and

WHEREAS, by resolution dated August 6, 2018 (the “City Council Resolution”), the City of Beacon City Council (the “City Council”) granted Grantor Special Use Permit approval to construct multifamily housing on the Property; and

WHEREAS, in furtherance of State and Regional policies to encourage greenway trails throughout the Hudson Valley, Grantee has undertaken activities to support the establishment and operation of the Fishkill Creek Greenway & Heritage Trail (the “Greenway Trail”) within the City of Beacon, a portion of which is planned to be located on premises adjacent to the Property; and

WHEREAS, Grantee is a municipal corporation, and regulates and operates a public trail system throughout the City, which includes trails on public and private lands; and

WHEREAS, pursuant to the terms of a separate Declaration of Easement dated of even date herewith, Grantor is conveying to Grantee a public access easement for pedestrian travel over a certain walking trail (the “Connection Trail”) to be located on the Property as shown and identified on the Final Subdivision Plat and identified as “Connection Trail”; and

WHEREAS, Grantee has requested Grantor’s consent to establish an additional 20-foot-wide pedestrian walking trail (the “Access Trail”) over a portion of the Property to facilitate direct access for members of the public from the Greenway Trail to the Connection Trail and vice versa, and Grantor has consented to Grantee’s construction of the Access Trail and right of access thereover, subject to the terms and conditions set forth herein; and

WHEREAS, the parties intend that the easement over the Access Trail granted herein shall be used only for passive, non-motorized, pedestrian recreation in the form of walking and hiking, all such activities being within the ambit of the protections granted under New York State General Obligations Law §9-103 and New York State Environmental Conservation Law §44-0119(7); and

WHEREAS, it is not the intent of the parties for the Access Trail to become a part of the Greenway Trail, but rather for the Access Trail to provide a mode of access to and from the Greenway Trail; and

WHEREAS, in furtherance of establishing the Access Trail, the City Council Resolution and the Planning Board Resolution (collectively the “Resolutions”) require, among other things, Grantor’s conveyance to Grantee of: (i) a temporary construction easement over the area identified as “Greenway Trail Connection Area to Benefit the City of Beacon,” as shown on the Final Subdivision Map, for the purpose of constructing the Access Trail; and (ii) a 20-foot-wide permanent public pedestrian access easement for pedestrian use over the Access Trail upon completion thereof.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants below, and one dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are a part of this Agreement and are incorporated herein by reference as if fully set forth at length.

2. Construction and Location of Improvements. Grantee shall have the right to construct the Access Trail within the Temporary Easement Area (as defined below) subject to the following:

a. Location of Access Trail. The Access Trail shall be constructed entirely within the Temporary Easement Area and shall run from any one point where the Greenway Trail meets the boundary line of the Property to any one point along the Connection Trail, running in a generally east-west direction perpendicular to the Connection Trail. Subject to the foregoing restrictions, the location of the Access Trail shall be determined by Grantee, in its sole discretion.

b. Spatial Limitations. Grantee shall consider the spatial limitations of the Permanent Trail Easement Area (as defined below) when constructing the Access Trail and shall construct the Access Trail such that, after its completion, neither use nor maintenance of the Access Trail shall necessitate access to or entry upon any portion of the Property outside of the Permanent Trail Easement Area.

c. Construction Standards. Grantee shall construct the Access Trail in accordance with all applicable industry standards for such construction and shall use reasonable care at all times in the performance of the work contemplated hereunder.

d. Construction Schedule. At least ten (10) days prior to commencing the work contemplated herein, Grantee shall, at Grantee's sole cost and expense, provide to Grantor, at the address set forth hereinabove, notice of Grantee's intent to commence the work, together with: (i) an updated site plan showing the proposed Access Trail, and (ii) an estimated timeline of construction and a construction schedule setting forth the approximate dates on which Grantee will perform work in the Temporary Easement Area. Upon commencement of the work contemplated herein, Grantee shall, in good faith and using best efforts, diligently prosecute construction of the Access Trail to completion.

e. Compliance with Law. Grantee shall obtain, and maintain at all times during construction of the Access Trail, any licenses required by federal, state and/or local laws in order to construct the Access Trail and shall construct the Access Trail in accordance with all applicable laws, ordinances, rules and regulations, including, without limitation, obtaining all permits and approvals required in connection with such construction.

f. Insurance. Prior to entry by Grantee upon the Property, Grantee shall: (i) obtain commercial general liability insurance with a coverage limit not less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate and builder's risk insurance, each such policy naming Grantor as an additional insured, and (ii) provide

Grantor with certificates of insurance evidencing such policies. Such policies of insurance shall be issued in form and substance reasonably acceptable to Grantor by an insurance company licensed to do business in the State of New York and authorized to issue said policy. Grantee shall maintain the insurance required by this paragraph at all times until the Access Trail is completed and Grantee has satisfied all of its obligations set forth in Paragraph 2(h) below, including without limitation, removal of all of its equipment from the Property.

g. Contractors and Subcontractors. Grantee may engage contractors or subcontractors to construct the Access Trail on Grantee's behalf, provided that Grantee shall only hire licensed contractors to perform the work and shall cause all work to be performed in accordance with the terms of this Agreement. Further, Grantee shall cause all contractors and subcontractors performing any such work to procure and maintain a liability insurance policy naming Grantor and its successors and/or assigns as additional insured and shall provide Grantor with certificates of insurance evidencing same prior to any such contractor or subcontractor entering the Property for any purpose. Such policies of insurance shall be issued in form and substance reasonably acceptable to Grantor by an insurance company licensed to do business in the State of New York and authorized to issue said policy.

h. Obligations upon Completion. Upon completion of the Access Trail, Grantee shall provide written notice (the "Completion Notice") to Grantor certifying that the Access Trail has been completed and all required permits and approvals have been obtained. Further, upon completion of the Access Trail, Grantor shall, at Grantee's sole cost and expense, cause an "as-built" survey of the Access Trail (the "As-Built Survey") to be prepared and delivered to Grantor, which survey shall include the metes and bounds of both the Access Trail and the Permanent Trail Easement Area (as defined below). Within five (5) business days of completion of the Access Trail, Grantee shall remove any and all materials, equipment, vehicles, personnel and other items as Grantee may have brought into the Temporary

Easement Area and, also, shall restore any portion of the Property affected by the work performed by Grantee to substantially the same condition existing prior to Grantee's entry thereon. In the event Grantor or any contractors or subcontractors engaged to complete the work described herein fail to remove any materials from the Property within five (5) business days of completion of the Access Trail, Grantor shall have the right to remove any such materials, and Grantee shall reimburse Grantor for the actual costs incurred by Grantor in connection with such removal. Prior to exercising its right to remove any such materials, Grantor shall provide written notice to Grantee with an opportunity for Grantee to cure the failure within ten (10) business days of service of the written notice.

3. Grant of Temporary Construction Easement. Grantor hereby grants, transfers and conveys to Grantee, for the benefit of Grantee, to be accepted and exercised under the terms set forth in this Agreement, a non-exclusive temporary easement (the "Temporary Construction Easement") over, across and upon the "Greenway Trail Connection Area to Benefit the City of Beacon" as shown on the Final Subdivision Map and further described by metes and bounds on **Schedule "B"** annexed hereto and made a part hereof (the "Temporary Easement Area") for purposes of constructing the Access Trail. The Temporary Easement Area shall also include general vehicular access over, across and upon those portions of the Property from Bank Street and/or Branch Street to the Greenway Trail Connection Area, as reasonably necessary for the purpose of providing Grantor with access to the Greenway Trail Connection Area for construction vehicles and equipment necessary for the construction of the Access Trail. The activities that may be conducted pursuant to this Temporary Construction Easement are all those activities necessarily or commonly incident to the construction of a pedestrian walking trail, subject to additional limitations expressly set forth herein. The Temporary Construction Easement shall continue in effect for as long as Grantee is performing the work necessary to construct the Access Trail, as more fully described above, and upon the completion of the Access Trail, the Temporary Construction Easement shall, without any further act by either party hereto, automatically terminate and no longer be of any force or effect.

4. Grant of Permanent Trail Easement. Grantor hereby grants, transfers and conveys to Grantee, for the benefit of Grantee and the general public, to be accepted and exercised under the terms set forth in this Agreement, and subject to the further limitations set forth in Chapter 170 of the City Code and any amendments thereto adopted after this conveyance is recorded, a non-exclusive easement and right-of-way (the “Permanent Trail Easement”) over, across and upon the Access Trail for passive, non-motorized pedestrian walking and hiking, under the further limitations set forth hereinbelow, and for the placement of reasonable and customary directional/identification signage at the east and west end of the Access Trail. The Permanent Trail Easement shall have a width of twenty feet (20’) running in a generally east-west direction perpendicular to the Connection Trail, and shall be further described by metes and bounds based on the As-Built Survey (the “Permanent Trail Easement Area”). Grantor and Grantee agree to amend this Agreement to add the metes and bounds description of the Permanent Trail Easement Area as a Schedule to this Agreement upon completion of the As-Built Survey. The Permanent Trail Easement shall also include general vehicular access over, across and upon those portions of the Property from Bank Street and/or Branch Street to the Greenway Trail Connection Area, as reasonably necessary and only for the Grantee to maintain and repair the Access Trail pursuant to Paragraph 4(g) below, including access for construction vehicles and equipment. For the avoidance of doubt, the general vehicular access for Grantee to maintain and repair the Access Trail detailed in this section does not extend to the general public. With respect to the Access Trail and the Permanent Trail Easement, Grantor and Grantee further agree as follows:

- a. Conditions Precedent to Public Access. Public access to the Access Trail shall not be permitted until the Access Trail is completed and Grantee satisfies all of its obligations set forth in Paragraph 2(h) above, including without limitation, delivery to Grantee of the Completion Notice and the As-Built Survey. Promptly thereafter, the parties shall execute and record an addendum to this Agreement for the sole purpose of confirming the

Permanent Trail Easement Area as described by metes and bounds based on the As-Built Survey.

- b. Limited Purpose. The Permanent Trail Easement is solely for the purpose of through access for pedestrian users of the Access Trail traveling between the Greenway Trail and the Connection Trail. Public access to the Access Trail does not constitute permission to enter onto any portion of the Property other than the Permanent Trail Easement Area, and any such access by members of the general public using the Access Trail is prohibited and subject to prosecution as Trespass under the New York State Penal Law, in addition to constituting a violation of Chapter 170 of the Code of the City of Beacon. Without limiting the generality of the foregoing, no right is herein granted to park vehicles on any portion of the Property, and Grantor shall have the right to have vehicles towed if they are improperly parked on the Property.
- c. Use Restrictions. Use of the Access Trail shall be limited to quiet, non-motorized, passive recreational trail hiking and walking use by members of the public during daylight hours (dawn to dusk) and subject to the further limitations set forth in Chapter 170 of the Code of the City of Beacon, and any more restrictive amendments thereto adopted after this conveyance is recorded, all of which activities are within the coverage of New York State General Obligations Law §9-103. Without in any way limiting the generality of the foregoing or the restrictions set forth elsewhere herein, the following activities shall be strictly prohibited within the Permanent Trail Easement Area: (i) use of motorized vehicles, including, but not limited to, snowmobiles, motorcycles, motorbikes, motor-powered dirt bikes, motor-powered ATVs (all-terrain vehicles) and all other motorized bicycles; (ii) use of traditional (non-motorized) bicycles; (iii) running; (iv) skiing, tobogganing, sledding, or snowboarding of any kind, including cross-country skiing; (v) competitive racing of any kind; (vi) skateboarding; (vii) roller

skating; (viii) smoking; (ix) use of alcohol or controlled substances; (x) playing radios or other sound-transmitting devices; (xi) damaging or removing plant or wildlife; (xii) feeding wildlife; (xiii) fishing; and (xiv) camping, sunbathing or loitering of any kind. It is specifically understood that due to topographic conditions relating to the Property, the Access Trail will not meet ADA standards and will not be handicap accessible. Lawful access to the Connection Trail by emergency services personnel is not subject to the prohibition of motorized vehicles.

- d. Littering and Waste Disposal. Users of the Access Trail shall not discard of or otherwise leave behind anything in the Permanent Trail Easement Area or anywhere else on the Property. Without limiting the generality of the foregoing, there shall be no dumping of trash, garbage, or other unsightly or hazardous material within the Permanent Trail Easement Area or anywhere else on the Property, and all pets shall be leashed at all times and persons accompanying the pet shall collect and carry out and properly dispose of the pet's waste.
- e. Non-Exclusive Rights. The Permanent Trail Easement is non-exclusive, and shall be enjoyed subject to Grantor's reserved rights, on behalf of itself, its successors, assigns and tenants, to use the Access Trail jointly with members of the public.
- f. Operation of Trail. Upon completion of the Access Trail, Grantee shall have the authority to determine when and whether the Access Trail shall be open for public use, and Grantee may suspend public use of the Trail at any time for any length of time, as it may deem appropriate. Operation of the Trail is further subject to the provisions of Chapter 170 of the Code of the City of Beacon as such may be amended from time to time. In view of the possible natural and open character of the Access Trail, and the changing character of the natural environment, neither Grantee nor Grantor can make any

representation that any portion of the Access Trail is safely passable at any time, including when the Access Trail is open. All users shall approach the Access Trail with caution and use it prudently and safely at the users' own risk, in light of seasonal, weather, and other natural conditions. Without limiting the general ability of Grantee to suspend public use of the Access Trail at any time for any length of time, as it may deem appropriate, the Access Trail shall be closed to the public during snow and ice storms.

- g. Maintenance and Repair. Grantee shall be solely responsible for maintenance and repair of the Access Trail, including all costs and expenses in connection therewith, and shall, at all times, keep the Access Trail in good working order for the purpose described herein. The Access Trail shall be inspected by Grantee at least once a year and after significant storm events, and Grantee shall restore the Access Trail as near as may be possible to its original conditions as necessary if public access to the Access Trail remains open, including after significant storm events and flooding. Grantor shall have no obligation to maintain or repair the Access Trail. Without limiting the generality of the foregoing, Grantor and Grantee shall have no obligation to remove snow or ice from the Access Trail. However, Grantor shall take reasonable steps to ensure that it does not pile cleared snow from other parts of the Property in a way that will prevent or restrict access to the Access Trail. Lawful construction or maintenance activities relating to the trail and the project site are not subject to the prohibition of motorized vehicles.
- h. Insurance. Grantee, which already maintains a municipal general liability policy, agrees to include coverage for the Access Trail in its standard policy of general commercial liability insurance, to include a coverage limit not less than \$1,000,000 for any one occurrence and \$2,000,000 in the aggregate, such limits to be adjusted at least every five (5) years to an amount equivalent to that sum in 2020 dollars. Grantee shall maintain such coverage at all times

and shall cause Grantor, as owner of the fee title of the Permanent Trail Easement Area, to be named as an additional insured on such policy of municipal liability insurance, as its interests may appear.

- i. Reliance on State Law. Grantor and Grantee agree that in creating the Permanent Trail Easement for public access, Grantor and Grantee are relying on the protection against liability contained in section 9-103 of the New York State General Obligation Law, as the same may be amended from time to time, and that for such purposes both Grantor and Grantee shall be deemed “occupants” of the Permanent Trail Easement Area. The limitation of activities permitted within the Permanent Trail Easement Area is intended to assure that all activities are within the coverage of this provision of State Law. The parties agree, however, that any repeal or amendment of Section 9-103 that may diminish its protective effect shall not affect the validity of the Permanent Trail Easement herein granted. Grantor and Grantee further agree that, given the City’s participation as a Trail Manager, they are relying on the New York State indemnity for participating Greenway Compact Communities contained in the New York State Environmental Conservation Law Section 44-0119(7), as the same may be amended from time to time.

5. Grantor Reserved Rights. Subject to the easement rights granted herein, the Grantor, for itself, and its successors and assigns, reserve all rights as the owner of the Property, including the right to fully use and enjoy the easement areas, including the rights of ingress and egress to, upon, over, under, through and across the Permanent Trail Easement Area, provided same shall not eliminate or obstruct the Access Trail or unreasonably interfere with Grantee’s rights hereunder. Nothing herein shall be construed as limiting the right of Grantor to sell, give, transfer, or otherwise convey or encumber the Property or any portion thereof, provided that such conveyance is subject to the terms of this Agreement.

6. Release and Indemnity. Grantee hereby releases and agrees to indemnify and hold harmless Grantor, Grantor's heirs, successors and assigns, and any subsequent owner of the Property, from and against any claims, losses, damages, obligations, costs, expenses, suits, actions or proceedings arising out of or in any way related to the exercise by Grantee, including members of the general public, of the rights herein granted, including, without limitation, the construction of the Access Trail and the use of the Access Trail, except to the extent that such claims arise from the gross negligence or willful misconduct of Grantor.

7. Binding Effect. This Agreement shall run with the land and be binding upon, and inure to the benefit of, parties hereto and their respective successors and assigns, and all covenants herein shall be perpetual in duration.

8. Amendment/Modification. This Agreement may not be amended or modified orally, nor may any obligation hereunder be waived orally. Any amendment, modification or waiver of this Agreement shall be effective only if it is in writing and signed by both parties.

9. Enforcement of Agreement and Resolution of Disputes. The parties may enforce this Agreement in law or equity against any and all persons responsible for any violation thereof. Any failure to enforce a provision of this Agreement shall in no event be deemed a waiver of a right to do so thereafter, either as to the same violation or breach or as to any other violation occurring prior or subsequent thereto. The parties agree to attempt to mutually resolve any differences informally prior to enforcement proceedings. Any authorization of activities outside the protection of General Obligations Law 9-103, as amended, shall be subject to immediate injunctive relief, and the parties hereby consent to the issuance of preliminary injunctive relief.

10. Severability. Any invalidation of a provision of this Agreement by court order or judgment, or by statute, or otherwise, shall not affect the validity of any other provision of this agreement, and all such other provisions shall remain in full force and effect.

11. Governing Law. This Agreement and all disputes relating thereto shall be governed by and construed in accordance with the laws of the State of New York.

12. Notices. Any Notices to be provided pursuant to this Agreement shall be in writing and emailed and sent by nationally recognized overnight carrier, addressed as follows:

If to Grantor:

Scenic Beacon Developments, LLC
c/o Rodney Weber
25 East Main Street
Beacon, New York 12508

With a copy to:

Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Attn: Taylor M. Palmer, Esq.
tpalmer@cuddyfeder.com

If to Grantee:

Anthony Ruggiero
City Administrator
City Hall
One Municipal Plaza
Beacon, New York 12508

With a copy to:

Keane & Beane P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Attn: Jennifer L. Gray, Esq.
jgray@kblaw.com

Either party may designate a different person or entity to receive notice on its behalf by sending notice to the other parties pursuant to this paragraph.

13. Time of Recording. This Agreement shall be recorded in the Office of the Dutchess County Clerk immediately upon the filing of the Final Subdivision Map.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**SCENIC BEACON DEVELOPMENTS,
LLC**

By: _____
Name: Rodney Weber
Title:

CITY OF BEACON

By: _____
Name: Lee Kyriacou
Title: City of Beacon Mayor

The signature of this Agreement by the Mayor of the City of Beacon was duly authorized by a Resolution of the City Council adopted at a duly scheduled public meeting held on _____, 2020.

ACKNOWLEDGMENTS

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

On the ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Record & Return:

Keane & Beane, P.C.
445 Hamilton Avenue, Ste 1500
White Plains, New York 10601
Attn: Jennifer L. Gray, Esq.

Section: 5954
Block: 25
Lot(s): 581985, 566983, 574979
County: Dutchess

Section: 5955
Block: 19
Lot(s): 590022
County: Dutchess

SCHEDULE "A"

The Property

All that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point located South 07°30'24" East a distance of 8.37 feet from the Southerly line of Branch Street, being the Northerly line of lands now or formerly Dhanapala (Document 02-2004-14051) which is marked by a capped rebar set.

Thence along lands now or formerly of Dhanapala, lands now or formerly of Ward (Document 02-2000-5323), and lands now or formerly of Bobbit (Document 02-2007-1852) North 70°31'14" West a distance of 149.48 feet to a found iron rod, continuing along said lands now or formerly of Bobbit, North 84°38'04" West a distance of 27.88 feet to a capped rebar set, and still along lands now or formerly Bobbit and lands now or formerly of the Metropolitan Transportation Authority (Liber 1931 page 225) North 87°05'45" West a distance of 100.05 feet to a capped rebar set;

Thence along lands now or formerly of Metropolitan Transportation Authority, North 10°43'53" West a distance of 146.45 feet to a capped rebar set, continuing along lands now or formerly of the Metropolitan Transportation Authority North 14°22'53" West a distance of 384.00 feet to an iron rod in concrete, still continuing along lands now or formerly of the Metropolitan Transportation Authority North 00°16'07" East a distance of 241.30 feet to a capped rebar set;

Thence along lands now or formerly of Tompkins Terrace Preservation, L.P. (Document 02-2008-269), South 86°22'23" East a distance of 258.13 feet to a capped rebar set, South 85°15'53" East a distance of 340.71 feet to a capped rebar set, and South 82°59'53" East a distance of 339.11 feet to a nail set at the intersection of Bank Street and Tompkins Terrace;

Thence along the westerly line of Bank Street, South 24°40'07" West a distance of 10.71 feet to a point, South 24°38'07" West a distance of 297.57 feet to a point, South 35°16'07" West a distance of 429.24 feet to a point, South 53°06'07" West a distance of 13.08 feet to a point;

Thence along the northerly line of Branch Street, South 60°24'07" West a distance of 22.63 feet to a point, South 77°13'15" West a distance of 105.74 feet to a point, on a curve to the right with a radius of 125.00 feet and an arc length of 41.31 feet to a point, and South 07°30'24" East 53.88 feet to the Point of Beginning.

Containing 11.965 acres of land.

SCHEDULE “B”

The Temporary Construction Easement Area

Legal Description of Temporary Construction Easement Area

Being a Parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York as shown on a map entitled "Edgewater Final Subdivision Plat for Consolidation Prepared for Scenic Beacon Developments LLC" and filed in the Dutchess County Clerk's Office as Filed Map _____ and bounded and describes as follows:

Beginning at a rebar with cap located on eastly line of the lands, now or formerly, of Metropolitan Transportation Authority (Liber 1931, Page 225) and the westerly line of Parcel 1 as shown on said Filed Map _____: Thence along the same the following twenty-six (26) courses:

1. S 86° 22' 23" E for a distance of 198.23 feet;
2. Thence S 10° 12' 09" W for a distance of 4.62 feet;
3. Thence S 20° 25' 26" E for a distance of 23.99 feet;
4. Thence S 23° 01' 16" W for a distance of 1.80 feet;
5. Thence S 68° 22' 27" W for a distance of 26.40 feet;
6. Thence S 59° 21' 28" W for a distance of 7.01 feet;
7. Thence S 41° 27' 20" W for a distance of 31.45 feet to a curve;
8. Thence along a curve to the left, having a radius of 20.00 feet and a length of 14.05, and whose long chord bears S 21° 19' 40" W for a distance of 13.76 feet;
9. Thence S 01° 12' 01" W for a distance of 30.12 feet;
10. Thence S 11° 13' 06" W for a distance of 38.97 feet;
11. Thence S 14° 45' 43" W for a distance of 53.75 feet;
12. Thence S 11° 00' 57" W for a distance of 16.10 feet;
13. Thence S 03° 33' 06" W for a distance of 5.43 feet;
14. Thence S 08° 43' 42" E for a distance of 11.92 feet;
15. Thence S 08° 47' 39" W for a distance of 4.53 feet;
16. Thence S 31° 15' 28" W for a distance of 32.80 feet;
17. Thence S 19° 19' 13" W for a distance of 18.01 feet;
18. Thence S 04° 02' 49" E for a distance of 33.36 feet;
19. Thence S 21° 23' 41" E for a distance of 15.99 feet;
20. Thence S 08° 54' 44" W for a distance of 59.63 feet;
21. Thence S 25° 23' 50" W for a distance of 42.63 feet to a non-tangential curve;
22. Thence along a curve to the left, having a radius of 10.00 feet and a length of 14.80, and whose long chord bears S 16° 43' 11" E for a distance of 13.49 feet;
23. Thence S 59° 07' 32" E for a distance of 80.15 feet;
24. Thence S 24° 47' 26" W for a distance of 21.06 feet;
25. Thence S 18° 51' 22" W for a distance of 24.91 feet;
26. Thence S 75° 37' 07" W for a distance of 61.12 feet

To a point located on the abovementioned easterly line of Metropolitan Transportation Authority; Thence along the same N 14° 22' 53" W for a distance of 320.00 feet and N 00° 16' 07" E for a distance of 241.30 feet to the Point of Beginning.

Thence along the same S 07° 05' 27" E for a distance of 6.09 feet to the Point or Place of Beginning.

City of Beacon City Council Agenda
09/14/2020

Title:

Commission on Human Relations

ATTACHMENTS

[City Code Section Relating to the Commission on Human Relations](#)

[Consolidated Laws of New York Commission on Human Relations General Duties and Responsibilities](#)

[Consolidated Laws of New York Commission on Human Relations General Obligations](#)

§ 5-8. Commission on Human Relations.

- A. There is herewith created a Commission on Human Relations.
- B. Such Commission shall consist of not less than five nor more than 15 members.
- C. The term of each member shall be for a period of two years.
- D. Any member of the City Council may nominate any person who owns real property in the City of Beacon; any person who is an owner of a business, doing business in the City of Beacon; or any person who is a resident of the City of Beacon for membership on such Commission, but his/her selection and appointment shall be by a majority vote of the City Council. In selecting the membership of such Commission, the City Council shall take into consideration the various religious, racial, nationality and political groups in the City. No more than four nonresidents can be on the Commission at any one time. **[Amended 4-15-2002 by L.L. No. 17-2002]**
- E. The compensation, if any, of the members of such Commission shall be fixed by the City Council.
- F. The power and authority, duties and obligations of the Commission on Human Relations shall be such power, authority, duties and obligations as are set forth in Article 12-D of the General Municipal Law of the State of New York.

Consolidated Laws of New York

General Municipal

Section 239-Q

General duties and powers Commission on Human Relations

General Municipal (GMU)

1. It shall be the duty of the commission:

(a) To foster mutual respect and understanding among all ages, races, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status and domestic violence victim status groups in the community.

(b) To make such studies in any field of human relationship in the community as in the judgment of the commission will aid in effectuating its general purposes and where desirable, to make the results of such studies public.

(c) To inquire into incidents of tension and conflict among or between various racial, religious and nationality groups, and to take such action as may be designed to alleviate such tensions and conflict.

(d) To conduct and recommend such educational programs as, in the judgment of the commission, will increase goodwill among inhabitants of the community and open new opportunities into all phases of

community life for all inhabitants.

2. In addition to all other powers, the commission, where and to the extent authorized by local law or ordinance, shall have the power:

a. To report complaints to the division of human rights alleging unlawful discriminatory practices under article fifteen of the executive law.

b. To receive, accept and use and expend public grants and private gifts, donations or bequests and other payments, goods and services, notwithstanding any other provision of law.

Consolidated Laws of New York

Section 239-R

General obligations Commission on Human Relations
General Municipal (GMU)

A commission on human rights created under the provisions of section two hundred thirty-nine-o of this article shall discharge the following obligations. (a) To receive complaints of alleged discrimination because of an individual's age, race, creed, color or national origin, sexual orientation, gender identity or expression, military status, marital status, sex, disability, predisposing genetic characteristics, familial status, marital status or domestic violence victim status, to seek the active assistance of the division of human rights in the solution of complaints which fall within the jurisdiction of the division and to prepare its own plans in the case of other complaints with a view to reducing and eliminating such alleged discrimination through the process of conference, conciliation and persuasion.

(b) To hold conferences, and other public meetings in the interest of the constructive resolution of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status and domestic violence victim status group tensions and the prejudice and discrimination occasioned thereby.

(c) To issue such publications and reports of investigation as in its judgment will tend to effectuate the purposes of this article.

(d) To enlist the cooperation and participation of the various racial, religious and nationality groups, community organizations, industry and labor organizations media or mass communication, fraternal and benevolent associations, and other groups in an educational campaign devoted to fostering among the diverse groups of the community mutual esteem, justice and equity and opening new opportunities into all phases of community life for all individuals.

(e) To encourage and stimulate agencies under the jurisdiction of the governing board which created the commission to take such action as will fulfill the purposes of this article.

(f) To submit an annual report to the governing board or boards and to furnish a copy thereof to the division of human rights.

City of Beacon City Council Agenda
09/14/2020

Title:

Proposed Pocket Park at River Ridge

ATTACHMENTS

Memorandum to the City Council Regarding the Proposed River Ridge Park Easement

Letter from Paul Supple

Memorandum from the City of Beacon Planning Board Regarding the River Ridge Pocket Park

River Ridge Pocket Park Plan

Parcel L Photo 1

Parcel L Photo 2

Parcel L Photo 3

Parcel L Photo 4

Parcel L Photo 5

Parcel L Photo 6

Parcel L Photo 7

Parcel L Photo 8

Parcel L Photo 9

Parcel L Photo 10

Parcel L Photo 11

Parcel L Photo 12

Parcel L Photo 13

Parcel L Photo 14

MEMORANDUM

TO: Mayor Lee Kyriacou and City Council Members

FROM: Keane & Beane, P.C.

RE: River Ridge Pocket Park

DATE: August 19, 2020

The owners of the River Ridge townhouse development under construction on property commonly known as “Parcel L” extending from Wolcott Avenue to Beekman Street have offered to grant the City of Beacon an easement over a portion of their property for public park purposes. The map enclosed with your agenda materials shows the location of the easement area.

As originally proposed, the owner intended to offer a fee simple dedication – meaning title to the property would be conveyed to the City, rather than an easement. The owner met with the Planning Board on August 11, 2020 for preliminary discussions of the subdivision that would be necessary to effectuate the transfer of title. At that time, it was discovered that the subdivision would render the remaining lot non-compliant with Zoning Code requirements. Therefore, the owner is instead offering a permanent easement for public park purposes.

In the event the City Council is amenable to accepting the easement for park purposes, the owner intends to return to the Planning Board to seek a reduction or elimination of the recreation fees required to be paid to the City pursuant to the Planning Board’s March 2018 Resolution approving the project. The owner intends to cite the park easement and his construction of the Ferry Street sidewalk linking Ferry Street to Wolcott Avenue as the basis to reduce or eliminate the recreation fee payment.

It would be helpful to the Planning Board to receive the City Council’s opinion as to whether the City Council is amenable to accepting the offered easement and whether the City Council considers the proposed easement area to be suitable for park purposes.

LYONS & SUPPLE
ATTORNEYS AND COUNSELORS AT LAW
5 CLIFF STREET
PO BOX 227
BEACON, NEW YORK 12508

GREGORY D. SUPPLE*
PAUL B. SUPPLE

(845) 831-1234
FAX (845) 831-2268

Wappingers Falls Office:
92 E. Main Street, PO Box 46
Wappingers Falls, NY 12590

(845) 297-0600
(845) 297-8877

Please reply to Beacon office

Legal Assistants:
Felicia McKeon
Amy E. DeCarlo

James J. Lyons, Retired

*ALSO ADMITTED IN CA
** ALSO ADMITTED IN FL

August 28, 2020

City of Beacon
City Council
Attn: Etha Grogan
1 Municipal Plaza
Beacon, New York 12508

Re: River Ridge Views Conveyance to the City of Beacon
For Pocket Park

Dear Etha:

Please put on the calendar for Monday City Council meeting the above matter. My clients intend to convey an easement to the City of Beacon for a pocket park in the above described property. We would ask for the City Council's support and if the City Council is in favor, we would ask for an expedited meeting on September 8, 2020 before the Planning Board. We make this request as we understand the Planning Board generally requires two weeks notice.

Thank you for your assistance in this matter.

Very truly yours,

LYONS & SUPPLE

PAUL B. SUPPLE
PBS/aedc

cc: Nick Ward Willis, Esq.
Jennifer Gray, Esq.

BEACON PLANNING BOARD
ONE MUNICIPAL PLAZA - SUITE 1
BEACON, NEW YORK 12508
Phone (845) 838-5002 Fax (845) 838-5026
John Gunn, Chairman

August 12, 2020

Mayor Kyriacou & City Council Members
 One Municipal Plaza - Suite One
 Beacon, New York 12508

RE: River Ridge Pocket Park

Dear Mayor Kyriacou & Council Members:

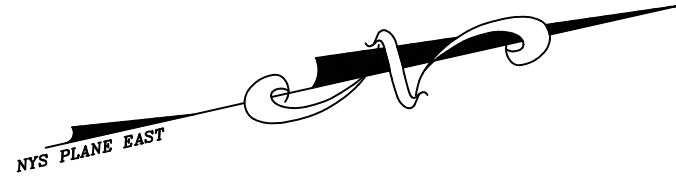
At its August 11, 2020 meeting, the Planning Board reviewed a proposal to subdivide a portion of the River Ridge parcel along Beekman Street to create a public pocket park. After a lengthy discussion, members voted unanimously to favorably recommend the City Council acceptance of any forthcoming offer of dedication of the property for park purposes, as long as the proposal has no negative impact or unintended consequences. Discussion of the use of that portion of the River Ridge property as a passive park was previously discussed by the Planning Board during its prior review of the River Ridge townhouse site plan and subdivision application. Members felt consideration should be given to concerns previously presented during this discussion including the following: (1) Hammond Plaza residents expressed concern regarding their privacy; (2) security concerns due to the lack of visibility from Beekman Street; (3) difficulty of access from Beekman Street; (4) whether a need for parkland exists in this area; and (5) potential damage/vandalism that could occur to the adjacent cemetery because it can't be seen from the street. In addition, it should be noted the entire property, including the area proposed to be subdivided, was used in calculating density for the River Ridge project and subdividing may create the need for one or more variances.

If you have any questions regarding the Planning Board's action, please call me.

Yours truly,



John Gunn, Chairman



PREPARED FOR:
RIVER RIDGE VIEWS, LLC
50 RED SCHOOLHOUSE ROAD
FISHKILL, NY 12524
SHEET 1 OF 1

POCKET PARK PLAN
SCALE: 1" = 100'
DATE: AUGUST 8, 2020



PREPARED BY:
HUDSON LAND DESIGN
PROFESSIONAL ENGINEERING
174 MAIN STREET
BEACON, NY 12508
PH: 845-440-6926





























City of Beacon City Council Agenda
09/14/2020

Title:

Agreement with NYSDOT for Maintenance and Repair of Crosswalk System Adjacent to River Ridge Town Houses

ATTACHMENTS

[Agreement with NYSDOT for Maintenance and Repair of Crosswalk System Adjacent to River Ridge Town Houses](#)

**AGREEMENT FOR MAINTENANCE AND REPAIR OF CROSS WALK
SYSTEM IDENTIFIED AS**

SR # 9 D

**LOCATION between the intersections of Beacon Street and Rombout Avenue on
Wolcott Avenue (NYS Route 9D),
City of Beacon, Dutchess County
P.I.N. _____**

Agreement # 1

This Agreement, made this 8/ /2020 between:

the New York State Department of Transportation (“NYSDOT”), having its principal office
at

50 Wolf Road, Albany, NY 12232, on behalf of New York State (“State”)

and

the City Council of the City of Beacon which is herein referred to as the
“MUNICIPALITY”.

WITNESSETH:

WHEREAS, the MUNICIPALITY desires to have a pedestrian crosswalk system on
or along such highway within the geographical jurisdiction of the MUNICIPALITY; and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER
that if the MUNICIPALITY desires to have a pedestrian crosswalk system on or along such
highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY
will have to maintain, and repair such pedestrian crosswalk system at its own expense; and

WHEREAS, the MUNICIPALITY by **Resolution No. #__** – 2020 adopted and
approved the plan for the installation and maintenance of said pedestrian crosswalk system
and has provided such Resolution hereto, and has further authorized the City Administrator
of the MUNICIPALITY to execute this Agreement on behalf of the MUNICIPALITY; and

NOW, THEREFORE, in consideration of the mutual promises and benefits moving
to the parties, it is agreed as follows:

ARTICLE 1: DOCUMENTS FORMING THIS AGREEMENT.

1.1 The parties agree that the Agreement consists of the following:

- a. Agreement: This document, entitled ““Agreement for Maintenance and Repair of
Crosswalk System Identified as SR# _____:____; NYS Route 9D”

- b. Schedule "A" - Description of Project
- c. Municipal Resolution(s): duly adopted resolution authorizing this agreement and the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set forth herein.

ARTICLE 2: PROJECT RESPONSIBILITIES.

2.1 Upon completion of construction of the pedestrian crosswalk system, the MUNICIPALITY shall, at its own expense, maintain the pedestrian crosswalk system on or along such highway.

Such maintenance shall include, but not be limited to:

- a. Repair of equipment which may be damaged from any cause whatsoever.
- b. Replacement of equipment which may be damaged from any cause whatsoever, such replacement material to be of equal character to the replaced equipment.

ARTICLE 3: TERM.

3.1 This Agreement shall commence on August __, 2020 and remain in effect until the pedestrian crosswalk system is no longer in use. The MUNICIPALITY shall continue to maintain the pedestrian crosswalk system for the period of its useful life or until such time as the COMMISSIONER at his/her discretion determines that such pedestrian crosswalk system and/or the maintenance of such pedestrian crosswalk system is no longer necessary.

3.2 The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or its right, title, or interest therein, or its power to execute such agreement to any person, company or corporation without prior consent in writing to the COMMISSIONER except as herein provided by Resolution attached hereto.

3.3 The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to transfer responsibility for maintenance of the pedestrian crosswalk system and payment of ensuing costs to the MUNICIPALITY.

ARTICLE 4: REMEDIES.

4.1 The COMMISSIONER or the COMMISSIONER's representative may periodically inspect the pedestrian crosswalk system provided and installed under the above identified project number to ascertain that the pedestrian crosswalk system is being maintained in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies within thirty (30) days of receipt of such notification. The COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative

of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion, and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNICIPALITY.

4.2 It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, the MUNICIPALITY may be subject to loss of State aid for other municipal contracts.

ARTICLE 5: NOTICE REQUIREMENTS

5.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail.

Such notices shall address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: Lee Zimmer

Title: Regional Director

Address: 4 Burnett Blvd. Poughkeepsie, NY 12603

Telephone Number: (845) 437-3996

E-Mail Address: Lee.Zimmer@DOT.NY.GOV

Municipality: City of Beacon

Name: Anthony Ruggiero

Title: City Administrator

Address: 1 Municipal Plaza, Beacon, NY 12508

Telephone Number: 845 838-5009

E-Mail Address: aruggiero@cityofbeacon.org

Agency Certification - “In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other copies of this contract.”

MUNICIPALITY:

By: _____
City Administrator

[illegible]

Notary Public

By: _____ Date _____
For the Commissioner of Transportation

SCHEDULE A
DESCRIPTION OF PROJECT

The City of Beacon by Resolution No. __ adopted on the __th day of August, 2020, requested and authorized the State Department of Transportation to proceed with the necessary arrangements to incorporate the construction of the pedestrian crosswalk system located on Route number 9D including:

the installation of two (2) back-to-back rectangular rapid flashing beacons (RRFB) tied into existing electrical lines along with pedestrian crossing and diagonal downward arrow signs along NYS Route 9D to provide a crosswalk. A painted crosswalk will also be provided along with dropped curbs for ADA compliance. The work is more fully described on the plans entitled “Highway Work Permit Plan River Ridge Townhouses” dated October 27, 2019 and last revised March 26, 2020 pages 1-5.

The State in connection with our request has incorporated the local project with the work of PIN _____ as set forth in the plans and specifications for said project.

Attach Sheets.

MUNICIPAL RESOLUTION.

City of Beacon City Council Agenda
09/14/2020

Title:

Executive Session: Real Property

ATTACHMENTS

City of Beacon City Council Agenda
09/14/2020

Title:

Executive Session: Personnel

ATTACHMENTS