



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

Mayor Lee Kyriacou
Councilmember Amber Grant, At Large
Councilmember Paloma Wake, At Large
Councilmember Lastar Gorton, Ward 1
Councilmember Zack Smith, Ward 2
Councilmember Sergei Krasikov, Ward 3
Councilmember Carolyn Glauda, Ward 4
City Administrator Chris White

**January 5, 2026
8:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment

Reports: Mayor, City Council, and City Administrator

1. [Designation of Acting City Administrators](#)
2. [City Administrator's Command Letter](#)

Local Laws and Resolutions

1. [Resolution No. 1 - Approving City Council Rules of Procedure](#)
2. [Resolution No. 2 - Designating the Poughkeepsie Journal as the Newspaper of Record](#)
3. [Resolution No. 3 - Appointing Amber Grant as Acting Mayor](#)
4. [Resolution No. 4 - Appointing John Gunn to the Planning Board](#)
5. [Resolution No. 5 - Appointing James Vermuelen to the Planning Board](#)
6. [Resolution No. 6 - Appointing Kevin Byrne to the Planning Board](#)
7. [Resolution No. 7 - Appointing David Jensen to the Planning Board](#)
8. [Resolution No. 8 - Awarding a Contract to Blue Heron Construction for the Aeration Blower Replacement Project](#)
9. [Resolution No. 9 - Authorizing the City Administrator to Execute a License Agreement for the Beacon Flea Market](#)

Approval of Minutes

1. [December 15, 2025 Minutes](#)

Public Comment - Second Opportunity

Adjournment

City of Beacon City Council Agenda
01/05/2026

Title:

Designation of Acting City Administrators

ATTACHMENTS

[City Administrator Memorandum Regarding the Designation of Acting City Administrators](#)



CITY OF BEACON New York

Christopher White
City Administrator

OFFICE OF CITY ADMINISTRATOR

845-838-5000

MEMORANDUM

TO: Mayor Lee Kyriacou
FROM: Christopher White
DATE: December 29, 2025
RE: Designation of Acting City Administrators for 2026

Pursuant to Section 3.01 of the City Charter, each year the City Administrator is required to provide a recommendation for the Mayor's approval of two qualified individuals who can serve in the capacity of City Administrator in cases of extended absence or vacancy in this position.

I am recommending the following individuals for your approval as Acting City Administrators in 2026 in the event that I am unable to fulfill the duties of my position:

1. Benjamin Swanson, Deputy City Administrator
2. Susan Tucker, Director of Finance

If you approve this recommendation, this information should be announced at the reorganization meeting on January 5, 2026.

Thank you.

City of Beacon City Council Agenda
01/05/2026

Title:

City Administrator's Command Letter

ATTACHMENTS

[City Administrator's Command Letter](#)



CITY OF BEACON

1 Municipal Plaza
Beacon, New York 12508
(845) 838-5000

JANUARY 5, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

THE PEOPLE OF THE STATE OF NEW YORK

To: Susan K. Tucker CPA, Director of Finance

YOU ARE HEREBY COMMANDED to collect by law and ordinance provided, the several sums in the tax roll specified as assessed against the persons or property herein mentioned, for State, County, Municipal and all other purposes, you are required, immediately after receiving this warrant and after the publication to cause a notice of the reception thereof to be given as required by law.

You are hereby authorized to collect said taxes, to wit: County tax for the entire year in the amount of \$4,749,597.41 and City taxes for the year in the amount of \$13,880,238.00 and all other taxes, beginning January 30th and for thirty days thereafter during which time no fee shall be collected thereof.

All taxes or assessments remaining unpaid after the expiration of the said thirty days, you shall collect interest at the rate of one percent (1%) per month. All said interest shall belong to the City.

Whenever any persons or corporation shall refuse or neglect to pay said tax, you are directed to collect the same by action in the name of the city against any such person, or corporation, or if any tax or interest shall remain unpaid on the First day of December, 2026 you are directed to collect said tax and interest pursuant to Article 6 of the City Charter.

The foregoing is not to conflict with the tax law of the State of New York.

GIVEN under the hand and seal of the CITY OF BEACON this 5th day of January, 2026.

Christopher White, City Administrator

SEAL

cityofbeacon@beaconny.gov
www.beaconny.gov

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 1 - Approving City Council Rules of Procedure

ATTACHMENTS

[Resolution Approving the 2026-2027 Beacon City Council Rules of Procedure](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 1 OF 2026

APPROVING CITY COUNCIL RULES OF PROCEDURE

BE IT RESOLVED, that the City Council hereby approves the attached City Council Rules of Procedure.

Resolution No. 1 of 2026			Date: January 5, 2026				
☐ Amendments						☐ 2/3 Required	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
		Motion Carried					



BEACON CITY COUNCIL RULES OF PROCEDURE FOR PUBLIC MEETINGS

- I. MEETING SCHEDULE:** The City Council shall hold meetings on the first (1st) and third (3rd) Monday of each month. Except for special meetings, the City Council's meetings shall include a "workshop" (non-voting) segment followed by the regular (voting) segment. The non-voting workshop segment shall be the earlier portion of the meeting reserved for Council discussions on agenda items to be voted during the regular segment and other City business. The regular (voting) segment shall follow the workshop segment and includes items to be voted upon by the Council.

Special meetings of the City Council shall consist of all meetings other than regularly scheduled meetings at which four (4) or more members of the Council are present. A special meeting may be held on the call of the Mayor or by four or more Councilmembers, upon no less than twenty-four (24) hours (except if less notice is required by an emergency situation, then notice shall be as practicable) written notice via e-mail and telephone call to all Councilmembers and the Mayor.

- II. LOCATION OF MEETINGS AND CHANGES:** Unless otherwise announced, all meetings of the City Council shall be held at 7 p.m. in the Court Room at the Municipal Center located at One Municipal Plaza, Beacon, New York. Any changes in the date, time or location of the Council's meetings shall be determined by the Mayor and noticed in accordance with lawful requirements.

- III. QUORUM REQUIRED TO ACT:** A majority of the whole number of the City Council, including vacancies, abstentions and any members disqualified, shall constitute a quorum. Therefore, a quorum of the seven (7) member City Council is four (4) members. A quorum shall be necessary to take any formal action and to exercise any power, authority, or duty of the City Council. No member shall withdraw from a meeting of the Council without the permission of the Mayor when required to maintain a quorum.

- IV. EXECUTIVE SESSION:** In accordance with Article 7 of the Public Officers Law, all meetings of the City Council shall be open to the public, except as provided that the Council may enter into an executive session, as defined by Article 7 of the Public Officers Law, to discuss those topics or items for which the Public Officers Law allows for a closed session. The decision to enter into an executive session for the purposes and in the manner as set forth in Article 7 of the Public Officers Law must be submitted by a motion calling for an executive session setting forth the general subject matter to be considered. The motion to enter into an executive session, its general subject matter thereof and the vote on the motion shall be recorded in the minutes of the open session. Attendance at an executive session shall be permitted to any member of the City Council and any other persons it authorizes.

- V. **APPOINTMENTS:** For any proposed “senior” personnel appointments, following the announcement of the Mayor’s appointment, the Council may defer a vote on such appointment for an additional period to allow time for public comment and/or Council discussion. Such senior appointments shall include the City Administrator, Department Heads, new consultants for planning, engineering or city attorney, Police and Fire promotions, and such other personnel as the Council may decide. Any Councilmember is free to discuss the individual being appointed/promoted; however, certain matters discussed concerning the decision to hire the individual, including personnel files, may not be discussed in public and any Councilmember who wishes to discuss the particulars of a specific employee shall first confirm the discussion of same is appropriate with the City Attorney or City Administrator.
- VI. **VOTING:** A quorum, as defined in Section 3 of these Rules, shall be required to perform and exercise any power, authority or duty of the Council.
- a. **Abstentions and Absences:** Abstentions and absences shall be considered a negative vote for the purposes of determining the final vote on a matter submitted to a vote.
 - b. **Silence:** In any vote, silence by any Councilmember shall be understood as a positive vote on a matter submitted to a vote.
 - c. **Questions:** The answer to a question submitted to the Council shall be made by counting the “ayes” and “nays” in response to a question seeking all members in favor and all opposed.
- VII. **ORDER OF BUSINESS – MEETING AGENDA:** The following is the order of business at all regular and special meetings of the City Council and shall be followed to the greatest extent possible where applicable:
- a. Call to Order
 - b. Pledge of Allegiance
 - c. Roll Call
 - d. Public Comment
 - e. Community Segment (if scheduled)
 - f. Public Hearing(s) (if scheduled)
 - g. Workshop (discussion of city business amongst Councilmembers)
 - h. Reports: Mayor, Councilmembers, and City Administrator
 - i. Appointments
 - j. Local Laws and Ordinances
 - k. Resolutions
 - l. Budget Amendments
 - m. Approval of Minutes
 - n. Announcement of Next Meeting
 - o. Second Public Comment
 - p. Adjournment

The regular order of business at a meeting may at any time be suspended by majority vote of the Council. Special meetings may not include public comment, a workshop, and/or reports, as

determined by the circumstances and nature of the item(s) to be discussed/voted upon by the Council at such special meeting.

VIII. GENERAL RULES OF PROCEDURE & STANDARD OF CONDUCT:

- a. Presiding Officer: The Mayor shall determine who presides at all meetings of the City Council. In the Mayor's absence, the Acting Mayor shall determine who presides at the meeting. In the event the Mayor has failed to appoint an Acting Mayor, or where such member is absent from the meeting, the Council shall appoint one of its members to preside at the meeting by majority vote.
- b. Guidelines for Councilmembers:
 - i. Conflict of Interest. A Councilmember prevented from voting by a conflict of interest shall recuse themselves, leave the City Council table during the debate, shall not vote on the matter, and shall otherwise comply with the State law and City ordinances concerning conflicts of interest.
 - ii. Non-Disclosure of Confidential Information. The term "Confidential information" for this rule is defined as follows:
 - 1. Specific information, rather than generalized knowledge, received by a Councilmember as a result of their position that is not available to the general public on request; or
 - 2. Information furnished to a Councilmember under circumstances as to suggest the information is confidential, including when the provider of the information identifies the information as confidential; or
 - 3. Information made confidential by law, including specific intelligence information and specific investigative records compiled by investigative, law enforcement, and penology agencies, the nondisclosure of which is essential to effective law enforcement or for the protection of any person's right to privacy; or
 - 4. Discussions held in Executive Session. No Councilmember may disclose confidential information or otherwise use such information for his or her personal gain or benefit or the gain or benefit of another. No council member may disclose confidential information to any person not entitled or authorized to receive the information.
 - iii. Guidelines for Community Segments: Speakers are invited to speak and are placed on the agenda by prior arrangement with the Mayor's office and are placed on the agenda at the Mayor's discretion.
 - iv. Guidelines for Public Comment and Public Hearing Sessions:

1. There shall be two (2) segments during each meeting of the City Council dedicated to public comment, one at the beginning of the meeting and another at the end.
2. A speaker shall be allowed to speak at either the first public comment segment or the second, but not both.
3. Those who would like to speak during either of the public comment segments should sign up on the sheet provided at the meeting and shall be allowed to speak on a first-come, first-serve basis. Remote speakers via Zoom shall be recognized following in-person speakers by raising hands on Zoom.
4. The total time for all speakers at any one public comment segment shall not exceed thirty (30) minutes unless approved by a majority vote of the Council.
5. The Presiding Officer may appoint a timekeeper for purposes of the public comment segments.
6. Conduct of Speakers: All persons speaking before the Council shall conform to the following standards of conduct:
 - a. In-person speakers must step to the podium to address the Council and complete the sign-in sheet placed at the podium, unless they have signed in at the sign-in sheet placed at the table. Accommodations shall be made for all persons with disabilities who need such accommodation.
 - b. Remote speakers via Zoom must wait until authorized to speak by the Secretary to the City Mayor. Only remote speakers with a digital hand raised shall be called upon to speak.
 - c. Before addressing the Council, a speaker must provide their name, home municipality, and organization (if any) for the record.
 - d. A speaker's individual time to speak during the public comment session may not exceed three (3) minutes unless, in the Presiding Officer's sole discretion, additional time is granted. A speaker may not yield their remaining time to another speaker.
 - e. Speakers shall address all members of the Council and shall avoid speaking to any one member directly or to the general public present at the meeting.

- f. A speaker's individual time to speak at a public hearing may not exceed three (3) minutes. A speaker may not yield their remaining time to another speaker.
 - g. Biased and/or indecent language or conduct shall not be tolerated, and the Presiding Officer may withdraw the remaining time of the speaker if such decorum is violated.
 - h. A speaker may speak on any issue which is properly up for discussion on the agenda or which the City has the ability to act upon, provided that a speaker may not speak on any issue which has already been discussed at an earlier public hearing during the meeting or one that is to be discussed at a later public hearing during the meeting. For clarity, the public comment segment of a meeting is an opportunity afforded to attendees to publicly voice their opinion to the Council on items which are within the City's jurisdiction to act upon. Accordingly, speakers during a public comment session may not speak on items which are not within the Council's jurisdiction to act upon.
 - i. Statements, comments or remarks during a public hearing shall be limited to the item and subject matter for which the public hearing is held.
 - j. Any statements, comments or remarks made by a speaker shall not concern the motives of a member of the Council and/or constitute a personal and/or political attack or criticism of any member of the Council, any officer of the City or any employee of the City or the public.
 - k. The audience shall be respectful of all speakers and shall refrain from comments and gestures, private discussions, cell phone use, or other conduct that interferes with the orderly progression of the meeting.
 - l. Any speaker who fails to conform their conduct to the above shall be directed by the Presiding Officer to cease speaking and yield the floor.
- 7. Interested parties, or their representatives, not in attendance may address the Council by written submission.
 - 8. Debate or discussion between audience members and the speaker having the floor shall not be permitted.
 - 9. Debate or discussion with the speaker by a member of the Council, the Mayor, the City Administrator, City Attorney, a guest at the

Council table, or any other City employee in the audience, who has information pertinent to the discussion shall not be permitted, except in the Presiding Officer's discretion.

IX. RULES OF ORDER: All questions of order or procedure of the Council not herein provided for shall be decided by the City Attorney in accordance with Robert's Rules of Order Revised for Deliberative Assemblies.

X. COUNCIL COMMUNICATIONS: The City Administrator oversees the day-to-day operations of the City, including management of all City officers, employees, vendors and contractors. Councilmembers lack the authority to give orders, directions or instructions, either publicly or privately, to any City officer, employee, vendor or contractor. Any communication, whether written, electronic or verbal, with officers and employees of the City and members of the Council are to be expressed in a respectful and courteous manner and copied to the City Administrator.

During a meeting of the City Council, any Councilmember statements should be confined to the question before the Council and shall not involve a personal attack or criticism of any member of the Council, any officer, or employee of the City, or any member of the public.

XI. RECORDING OF MEETINGS: No person shall record the proceedings of the meetings of the City Council, or any part thereof, by electronic or any other type of recorder, nor with a "steno-type" or similar machine, nor by motion picture, television or any other type of camera or visual record, without having previously made application, in writing, to the City Council at least two (2) business days in advance of the meeting for which permission is requested and without having received written permission therefore. Permission shall be granted upon a finding that the recording and/or broadcasting will not be disruptive or obtrusive of the public meeting and reasonable conditions may be imposed upon the granting of the application. This rule shall not be construed to prohibit the use of a handheld audio recording device or video device which does not interfere with the meeting, or the making of notes by any person or persons at such meetings, whether or not such notes shall constitute a complete transcript of the proceedings, nor shall this rule apply to the City Clerk or to members of the City Council.

XII. AMENDMENTS: The foregoing Rules of Procedure may be amended from time to time by a majority vote of the Council.

Adopted: January __, 2026.

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 2 - Designating the Poughkeepsie Journal as the Newspaper of Record

ATTACHMENTS

[Resolution Designating the Poughkeepsie Journal as the Newspaper of Record](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 2 OF 2026

**DESIGNATING THE POUGHKEEPSIE JOURNAL AS THE
CITY OF BEACON NEWSPAPER OF RECORD
FOR THE YEAR 2026**

BE IT RESOLVED THAT the City Council of the City of Beacon hereby designates the Poughkeepsie Journal as the City of Beacon's newspaper of record for 2026.

Resolution No. 2 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 3 - Appointing Amber Grant as Acting Mayor

ATTACHMENTS

[Resolution Appointing Amber Grant as Acting Mayor](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 3 OF 2026

APPOINTING AMBER GRANT AS ACTING MAYOR

WHEREAS, pursuant to Section 3.04 of the Charter of the City of Beacon, the Mayor shall appoint a member of the City Council to serve as Acting Mayor in the Mayor's absence, and that said appointment is subject to the approval of the City Council; and

WHEREAS, Amber Grant currently serves as Councilmember-at-large and is willing and able to serve in the position of Acting Mayor.

NOW, THEREFORE, BE IT RESOLVED that the Mayor hereby appoints, and the City Council approves, Amber Grant as Acting Mayor.

Resolution No. 3 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call.			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 4 - Appointing John Gunn to the Planning Board

ATTACHMENTS

[Resolution Approving the Appointment of John Gunn to the Planning Board](#)

[John Gunn Resume](#)

[John Gunn Committee Application](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 4 OF 2026

**APPROVING THE APPOINTMENT OF
JOHN GUNN TO THE PLANNING BOARD**

WHEREAS, John Gunn recently completed a term of service on the City of Beacon Planning Board; and

WHEREAS, John Gunn wishes to serve a further term beginning on January 1, 2026 and ending on December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby reappoints, with the consent of the City Council, John Gunn to the Planning Board to a term set to begin on January 1, 2026 and to expire on December 31, 2028.

Resolution No. 4 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
		Motion Carried					

JOHN F. GUNN AIA, LEED AP

Accomplished and results-focused senior architect with 28 years of experience in building successful client relationships through exceptional leadership and delivery of workplace strategies and corporate, retail and commercial interior design for Fortune 500 companies

EDUCATION

Pratt Institute School of Architecture - Brooklyn, NY
Bachelor of Architecture - with Honors

1986 - 1991

EXPERIENCE

AECOM - New York, NY

Vice President / Principal

Corporate Market Lead

Oversee the growth and development of AECOM's new Corporate Interiors, Architecture and Strategy practices within the Design and Consulting Services business line for the New York, New Jersey and Boston

- Oversee day-to-day administrative and financial operations for all corporate projects, contributing to a 27% growth for fiscal year 2018
- Lead new business initiatives including new marketing presentations to prospective clients
- Lead teams in the development of new business proposals, RFP responses and client interviews
- Negotiate and execute master service agreements and contracts for all project services scope and fees
- Oversee quality reviews for all aspects of client deliverables
- Establish and oversee the development of a new Brand & Information Design practice in the New York market
- Coordinate and administer design-build delivery models between AECOM Design & Consulting Services group and AECOM Tishman

2017 - present

Global High Performance Real Estate Development Company

Workplace lead as part of a high-performance building team for the development of building technical performance criteria and building design guidelines

Global Co-Working Company

Workplace lead in coordination with AECOM Tishman in development of delivery model for AoR/EoR design build services for client's national portfolio

Estee Lauder Companies

Account lead - 425,000 sf

Bristol Myers-Squibb

Account lead - 235,000 sf

Gensler Architecture, Design & Planning, P.C. - New York, NY

Senior Associate

National & Global Accounts Director (2006 to 2017)

Acted as single point of contact for Fortune 500 clients; directing project work and communications between multiple Gensler teams across domestic and international markets, growing revenue 54% year-over-year

- Maintained day-to-day client relationships and oversaw all facets of project delivery
- Developed and implemented client service delivery models
- Streamlined processes and project deliverables to ensure consistency of work product across more than 20 national and global markets
- Interfaced directly with clients for regular account performance reviews and to implement account-wide process improvements
- Oversaw assignment of individual project team responsibilities and staffing of all projects across multiple teams
- Monitored project schedules and deliverables to ensure consistency of quality and timely project completion
- Reported regularly on project status and resolution of issues to client executive leadership
- Lead and facilitated firm-wide account review meetings to gather project status, facilitate issues resolution and disseminate and reinforce best practices

2000 - 2017

Deloitte Services, LP

Global Account
Design guidelines development
Interior renovation projects in 23 global markets - 1.2 million sf
21 member team

PNC Bank

National City Bank acquisition
National real estate portfolio strategy
Design guidelines development
Move management
Interior renovation projects in 22 markets - 800,000 sf
16 member team

NBC Universal

New York City Campus
Real estate portfolio strategy
Design guidelines development
Interior renovation projects at 30 Rockefeller Plaza - 235,000 sf
12 member team

Lenovo

Global Account
Design guidelines development
Interior renovation projects in 14 Markets - 500,000 sf

Gensler University (2016 to 2017)

Completed a 6 month executive leadership training program focused on the economic development of Gulf Cooperation Council countries including two-week in-market research. Presented research & analysis to firm leadership

EXPERIENCE (Continued)

Studio Director (2011 to 2014)

Oversaw the day-to-day operations of a 25-employee workplace studio

- Interfaced directly with client leadership on all project matters
- Hired and conducted employee professional development reviews
- Monitored accounts receivables and collections
- Supervised staffing and structuring of project teams
- Developed new business proposals
- Led marketing efforts and presentations to prospective clients
- Developed and negotiated client / architect agreements
- Reported studio productivity, new business developments and financials to Gensler's New York managing principals

Senior Project Manager (2000 to 2013)

Acted as single point of contact to clients and supervisor of multiple design and delivery teams in the execution of projects from inception to construction completion and move-in

- Defined and monitored staffing plans, project schedules and revenue projections
- Prepared proposals and agreements, monitored accounts receivables and reported earnings to studio leadership
- Led new business development and marketing efforts and represented the firm in new business opportunities
- Oversaw project execution, ensuring adherence to client budgets and schedules
- Oversaw the production and quality control of all project deliverables
- Contributed to team member training and individual staff development

Siri & Marsik Architects, P.C. - New York, NY

Senior Project Manager

Oversaw the design and execution of over 25 exterior restoration and historic preservation projects

- Performed detailed field surveys of building envelope conditions and prepared reports outlining observations and recommendations for repairs
- Developed construction cost tracking protocols which identified capital expenditure savings for clients
- Determined solutions and detailing for deteriorated building exterior facade and roofing conditions
- Oversaw the development of construction documents and contractor scope of work
- Prepared and issued requests for competitive bidding by contractors
- Ensured quality control of contractor execution of repairs through daily rig and scaffold based inspections
- Negotiated conflicts between vendors and contractors and facilitated resolution without impact to project schedules

Limited Brands

NY Headquarters - 200,000 sf

Calvin Klein

NY offices & showroom - 27,000 sf

Sam Edelman

NY offices & showroom - 35,000 sf

Guess Brands

LA stores - 25,000 sf

Sigerson Morrison

LA store - 16,000 sf

Deutsche Bank

NC workplace - 80,000 sf

Morgan Stanley

NY workplace - 350,000 sf

Chase Bank

Global portfolio - Security upgrades

MUFG / Bank of Tokyo

NY workplace - 135,000 sf

1996 - 2000

American International Group, Inc.

Corporate Headquarters - 70 Pine St.
Complete exterior restoration program for a 75 year old, 66 story Art Deco skyscraper
Masonry facade repair and setback roof replacement over 3 years

Archdiocese of New York

Exterior facade restoration and roof replacement projects for multiple historic, church owned properties

JOHN F. GUNN AIA, LEED AP

EXPERIENCE (Continued)

Karen L. Jacobson Architects - New York, NY

1993 - 1996

Designer / Job Captain

Acted as project lead for the design, management and execution of multiple high-end residential new construction projects and medical offices

- Developed planning, massing and aesthetic concept designs for new construction, interiors and custom furniture and millwork
- Oversaw the development and coordination of construction documents and developed detailing for all aspects of new construction
- Directed the work of project consultants team including MEP and structural engineers
- Researched and prepared all code related items and interfaced with project code consultants for obtaining NYC Building Department approvals and permits

Rosenblum & Harb Architects - New York, NY

1991 - 1993

Designer

Acted as project team member for the design of high-end residential, commercial and retail projects

- Developed planning, massing and aesthetic concept designs for new construction, interiors and custom furniture and millwork
- Prepared materials for and assisted in presentations to clients
- Prepared construction documents and developed detailing for all aspects of new construction
- Researched and prepared all code related items and interfaced with project code consultants

LICENSURE

State of New York

2000

State of New Jersey

2002

AFFILIATIONS

American Institute of Architects

2000

National Council of Architectural Registration Boards

2001

US Green Building Council

2010

COMMUNITY

City of Beacon Planning Board

Chairman - Mayoral Appointment

2018 - present

Member - Mayoral Appointment

2003 - 2011

City of Beacon Comprehensive Plan Committee

2005 - 2007

Co-Chair - Mayoral Appointment

Led a two-year effort to overhaul the city's 35 year old master plan through detailed studies of zoning, city services and infrastructure, traffic, parking, demographics and population

- Prepared RFP's for use in procuring consulting services
- Developed budgets and timelines incorporating key milestones
- Led presentations to the Beacon City Council for approvals
- Chaired regular monthly and special committee meetings of twelve community members and a city planning consultant
- Assisted in the writing and editing of key provisions including the plan Priorities and Objectives
- Attended City Council meetings and public hearings on matters related to adoption of new zoning laws

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name

John F. Gunn, AIA

Address

Phone Number

Alternate Phone

Email Address

Committee You are
Interested In

- ☐ Board of Assessment Review
- ☐ Board of Ethics
- ☐ Conservation Advisory Committee
- ☐ Emergency Management Committee
- ☐ Human Relations Commission
- ☒ Planning Board
- ☐ Recreation Committee
- ☐ Traffic Safety Committee
- ☐ Zoning Board of Appeals
- ☐ Any of the above
- ☐ Other

Available number of
Hours per week (for
Committee work)

As required

Occupation

Architect

Employer

NBBJ Architecture, PLLC

Work Address

Work Phone

Education

- ☐ Some High School
☐ High School Diploma
☐ Some College
☐ Associates Degree
☒ Bachelor's Degree
☐ Master's Degree
☐ Doctorate Degree

Interest & Skills

Architecture, Design, Urban Environments

Areas of Expertise
(business & civic)

COB PB since 2003 - Co-Chair; Comp. Plan Committee

Reference

Reference Name

Address

Phone

Email Address

Relationship

Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: John Gunn

Date: 12/07/2022

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 5 - Appointing James Vermuelen to the Planning Board

ATTACHMENTS

[Resolution Approving the Appointment of James Vermeulen to the Planning Board](#)

[James Vermeulen Committee Application](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 5 OF 2026

**APPROVING THE APPOINTMENT OF
JAMES VERMEULEN TO THE PLANNING BOARD**

WHEREAS, James Vermeulen recently completed a term of service on the City of Beacon Planning Board; and

WHEREAS, James Vermeulen wishes to serve a further term beginning on January 1, 2026 and ending on December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby reappoints, with the consent of the City Council, James Vermeulen to the Planning Board to a term set to begin on January 1, 2026 and to expire on December 31, 2028.

Resolution No. 5 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
Motion Carried							

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name

James Vermeulen

Address

Phone Number

Alternate Phone

Email Address

Committee You are
Interested In

- ☐ Board of Assessment Review
- ☐ Board of Ethics
- ☐ Conservation Advisory Committee
- ☐ Emergency Management Committee
- ☐ Human Relations Commission
- ☒ Planning Board
- ☐ Recreation Committee
- ☐ Traffic Safety Committee
- ☐ Zoning Board of Appeals
- ☐ Any of the above
- ☐ Other

Available number of
Hours per week (for
Committee work)

As Required and/or Needed

Executive Vice President,
Empire Lighting, NYC Business Unit

Occupation

Architectural Lighting Manufacturer Representative

Employer

Work Address

Work Phone

Education

- ☐ Some High School
- ☐ High School Diploma
- ☐ Some College
- ☐ Associates Degree
- ☒ Bachelor's Degree
- ☐ Master's Degree
- ☐ Doctorate Degree

Interest & Skills

Architectural Lighting Design, Theatrical Lighting Design, Control system for Commercial and Residential applications.

**Areas of Expertise
(business & civic)**

Commercial, Residential, Medical and Hospitality Lighting. Guidelines for proper application of lighting and lighting controls. Manufacturing and logistics.

Reference

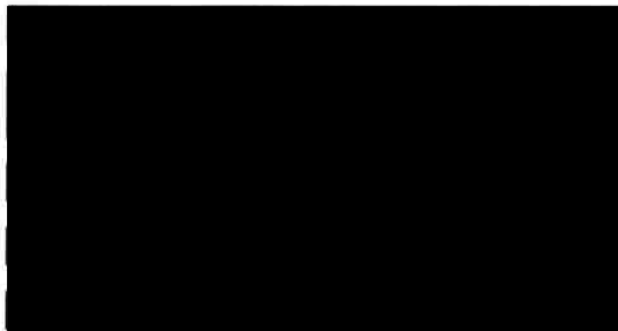
Reference Name

Address

Phone

Email Address

Relationship



City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 6 - Appointing Kevin Byrne to the Planning Board

ATTACHMENTS

[Resolution Approving the Appointment of Kevin Byrne to the Planning Board](#)

[Kevin Byrne Resume](#)

[Kevin Byrne Committee Application](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 6 OF 2026

**APPROVING THE APPOINTMENT OF
KEVIN BYRNE TO THE PLANNING BOARD**

WHEREAS, Kevin Byrne recently completed a term of service on the City of Beacon Planning Board; and

WHEREAS, Kevin Byrne wishes to serve a further term beginning on January 1, 2026 and ending on December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby reappoints, with the consent of the City Council, Kevin Byrne to the Planning Board to a term set to begin on January 1, 2026 and to expire on December 31, 2028.

Resolution No. 6 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
Motion Carried							

KEVIN PAUL BYRNE, R.A.

I have over 25 years of broad architectural experience in a variety of specialties, including healthcare, hospitality and festival marketplaces. I was instrumental in the creation of one of the most popular public spaces in New York City, The Chelsea Market. I am broadly educated, pleasant to work with and value engaging, challenging and mission-driven projects.

Kevin Byrne



EDUCATION

University of Kansas , B.Arch
Pratt Institute

SKILLS

SOFTWARE

REVIT, Revit BIM 360,
AutoCAD, AutoCAD Architecture
Microsoft Word, Excel, Project
Access; Filemaker Pro
Procore, Acrobat, Bluebeam
Masterspec, BDS SpecLink

COMPLIANCE

NYS Architecture License # 043466
NYS DOH Certificate of Need applications,
Limited Review Applications Pool filings,
FGI compliance, NFPA compliance,
CMS violation resolution
JCHCO compliance; ICRA/ILSM
NYC building , energy and zoning codes,
NYC FD Emergency Action Plans, Fire Protection Plans
NYS Residential and Commercial building and fire protection codes,

DESIGN SPECIALTIES

SCIF rooms, Recording and Mastering studios,
Research based healthcare environments



KEVIN PAUL BYRNE, R.A.

HEALTHCARE

TREATMENT SPACES

Multiple hospital and ambulatory surgical suites, including Ortho, Ophthalmic, Obstetric specialties. Birthing center, Medical office buildings,

PATIENT CARE SPACES including NICU/PICU, TBI, BMT, All rooms, PT / OT as well as Med/Sug suites and floors.

IMAGING SUITES Including 7T and 3T MRI's, CT, EOS, RAD Rooms, Ultrasound, etc.

RESEARCH LABS Including NIH Vivarium, Alzheimer's research center, microscope rooms, Genomics/Proteomics, Cyclotron/PET facilities, Wet labs and dry labs. Served as NIH project reviewer for G20 funded projects.

CAMPUS PLANNING EPIC deployment, Sandy recovery, Energy infrastructure at NYULMC, Compartmentalization and life safety reporting and administration at NY Presbyterian,

HOSPITALITY

CONCEPTUAL DESIGN Rebranding proposal for extended stay hotels of major hotel group

HIGH RISE HOTELS in NYC, Charlotte, Houston, Orlando.

ENVELOPE DESIGN for NYC Energy compliance filing, and

SPA Design development of hot spring resort development including pool compliance

COMMERCIAL

CHELSEA MARKET

Conceptual and detailed design of iconic NYC façade, numerous creative interior projects, including IT, investment firms, renewable energy, Law enforcement and municipal clients

COMMERCIAL INTERIORS Numerous creative renovations,.

INDUSTRIAL Designed facilities for the garment, electronics, jewelry, recording and printing industries.

RESIDENTIAL

High end and innovative residential renovations Including work published in the NY Times.



Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name

Kevin Byrne

Address

Phone Number

Alternate Phone

Email Address

Committee You are
Interested In

- ☐ Board of Assessment Review
- ☐ Board of Ethics
- ☐ Conservation Advisory Committee
- ☐ Emergency Management Committee
- ☐ Human Relations Commission
- ☒ Planning Board
- ☐ Recreation Committee
- ☐ Traffic Safety Committee
- ☐ Zoning Board of Appeals
- ☐ Any of the above
- ☐ Other

Available number of
Hours per week (for
Committee work)

4

Occupation

Architect

Employer

EwingCole Architects

Work Address

Work Phone

Education

- ☐ Some High School
☐ High School Diploma
☐ Some College
☐ Associates Degree
☒ Bachelor's Degree
☐ Master's Degree
☐ Doctorate Degree

Interest & Skills

Planning and Policy

Areas of Expertise
(business & civic)

Architectural design, Urban Planning,

Reference

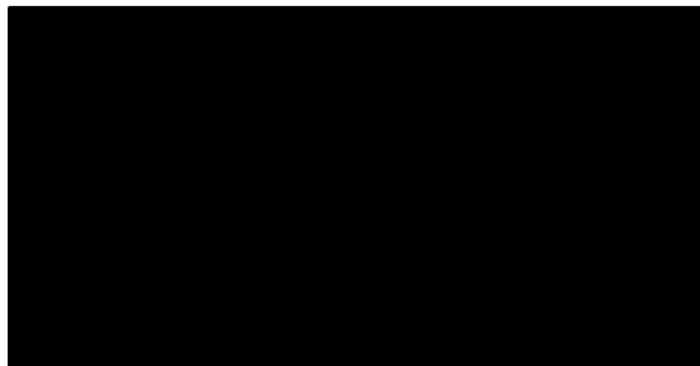
Reference Name

Address

Phone

Email Address

Relationship



Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: Kevin Byrne

Date: 12/1/2022

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 7 - Appointing David Jensen to the Planning Board

ATTACHMENTS

[Resolution Approving the Appointment of David Jensen to the Planning Board](#)

[David Jensen Resume](#)

[David Jensen Committee Application](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 7 OF 2026

**APPROVING THE APPOINTMENT OF
DAVID JENSEN TO THE PLANNING BOARD**

WHEREAS, David Jensen recently completed a term of service on the City of Beacon Planning Board; and

WHEREAS, David Jensen wishes to serve a further term beginning on January 1, 2026 and ending on December 31, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby reappoints, with the consent of the City Council, David Jensen to the Planning Board to a term set to begin on January 1, 2026 and to expire on December 31, 2028.

Resolution No. 7 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
		Motion Carried					

DAVID D. JENSEN, ESQ.

EDUCATION

J.D. 2003	WASHINGTON AND LEE UNIVERSITY SCHOOL OF LAW • Graduated <i>cum laude</i> with GPA of 3.41 (top 25%) • Lead Articles Editor for <i>WASHINGTON AND LEE LAW REVIEW</i> • Executive Editor for <i>ENVIRONMENTAL LAW NEWS</i> • Organized clean-up of a local park and river	Lexington, Virginia
B.S. 1998	BRIGHAM YOUNG UNIVERSITY • Economics major • Graduated in 2 years, 7 months	Provo, Utah

CORE COMPETENCIES

- Maritime, Shipping & Offshore Law
- Zoning, Development, Land Use & Property Law
- Constitutional Law & 42 U.S.C. § 1983 Litigation
- New York Election Law & CPLR Article 78 Litigation
- Insurance Coverage
- International Transactions
- General Commercial Litigation

QUALIFICATIONS

Bar Admissions:	New Jersey (2003) & New York (2004) United States District Courts: District of Connecticut; Central District of Illinois; District of New Jersey; Southern, Western, Eastern, and Northern Districts of New York United States Courts of Appeals: First, Second, Third, Seventh & Ninth Circuits United States Supreme Court <i>Pro hac vice</i> in the following courts: Southern District of Florida; Northern District of Illinois; District of Kansas; District of Massachusetts; Western District of Washington; Delaware Chancery Court; Illinois Supreme Court; Wabash County, Illinois Circuit Court; Harris County, Texas District Court In Process: Solicitor, England & Wales—passed MCT (February 2017); tentatively scheduled for OSCE (2020)
Notable Cases:	<i>Mills v. New York State Board of Elections</i> , 207 A.D.3d 943, 172 N.Y.S.3d 220 (3d Dep’t 2022) (reinstating congressional candidate to the ballot for the 2022 Democratic primary for the 18th New York congressional district) <i>McCarthy v. Baker</i> , No. 1:20-cv-10701-DPW (D. Mass. May 7, 2020) (preliminary injunction directing Governor of Massachusetts to allow reopening of firearms retailers notwithstanding COVID-19 shutdown orders)

Johnson v. Department of State Police, 2012 IL 1242213 (Ill. 2020) (watershed decision that Illinois’s procedure for restoring firearms rights was “civil rights restored” within the meaning of federal law)

Zurich American Insurance Co. v. Coastal Cargo of Texas, 596 S.W.3d 381 (Tex. App.--1st 2020; pet. denied) (reversing a trial court’s construction of a contract and remanding for retrial)

Caviglia v. Haight, Index no. 2018/0899 (Supr. Ct., Dutchess Co. 2018) (defeated polling site challenge filed by one Election Commissioner against another)

Muhammad v. Caviglia, Index no. 2017/1816 (Supr. Ct., Dutchess Co. 2017) (obtained ruling restoring candidate to ballot after Board of Elections had invalidated various nominating petition signatures)

Moore v. Madigan, 702 F.3d 933 (7th Cir. 2013) (holding the State of Illinois’s ban on carrying handguns unconstitutional)

In re Train Derailment Near Tyrone, Okla., 545 F. Supp. 2d 1373 (J.P.M.L. 2008) (granting multi-district consolidation and ordering defendants dismissed for lack of personal jurisdiction to return to original court)

Cosy Goose Hellas v. Cosy Goose USA, Ltd., 581 F. Supp. 2d 606 (S.D.N.Y. 2008) (finding no “joint venture,” but allowing claim for unjust enrichment to proceed between parties to a failed, unwritten business arrangement)

Other Recognitions: Selected as one of five worldwide participants in two-week *Dabelstein & Passehl Marine Insurance Law Scholarship* in Hamburg, Germany

Named *Litigator of the Year* in 2011 by the Shooter’s Committee on Political Education and U.S. Rep. Ann Marie Buerkle (NY-25)

PUBLICATIONS

- *Navigating the Straits of Settlement & Insolvency: A Reconciliation of Joint & Several Liability and Proportionate Settlement Under the Maritime Law*, 60 WASH. & LEE L. REV. 623 (2003)
- *Charterparties* (Chapter XVII) in BENEDICTS ON ADMIRALTY Vol. 8 (2010)
- *The Sullivan Law at 100: A Century of “Proper Cause” Handgun Licensing in New York State*, 14 NYSBA GOVERNMENT, LAW & POLICY JOURNAL 6 (2012)
- Acknowledged in Julian Cooke, et al, VOYAGE CHARTERS (3d ed. 2007)
- Acknowledged in Terence Coghlin, et al, TIME CHARTERS (6th ed. 2008)
- Acknowledged in Christian W.J. Cartner, et al, DEFENDING AGAINST PIRATES: THE INTERNATIONAL LAW OF SMALL ARMS, ARMED GUARDS AND PRIVATEERS YAGE CHARTERS (2011)

EXPERIENCE

2011 - present	DAVID JENSEN & ASSOCIATES Sole Member	Beacon, New York
2011 - 2012	DEORCHIS & PARTNERS, LLP Of Counsel	New York, New York

2010 - 2011	DUANE MORRIS LLP <i>AmLaw 100 Law Firm – Trial Department</i> <i>Associate Attorney</i>	Newark, New Jersey
2004* - 2010	BLANK ROME LLP <i>AmLaw 100 Law Firm – Corporate Litigation Department</i> <i>Associate Attorney</i>	New York, New York * Healy & Baillie, LLP merged effective Oct. 1, 2006
2003 - 2004	UNITED STATES DISTRICT COURT <i>The Honorable David A. Faber, Chief District Judge</i> <i>Law Clerk</i>	Beckley, West Virginia

OTHER SIGNIFICANT EXPERIENCE

- Acted as lead trial counsel in arbitration against major oil company that withheld balance of purchase price based on alleged breach of quality specifications following large petroleum sale; defendant settled on eve of arbitration for 80%.
- Successfully pursued subcontractor and its insurers that denied contractual “additional insured” coverage to client – ultimately recovered full indemnity against millions in damages that resulted from construction damage to underwater electricity cables.
- Invoked Inter-American Convention and Hague Convention to pursue claims against foreign companies based in both Brazil and China for damages resulting from when unsafely loaded shipments caused two U.S. train derailments.
- Acquired D&O insurer’s contribution – without litigation – to settlement of employment claim following coverage denial; also, obtained coverage for defense of trademark suit after CGL carrier denied coverage, again without litigation.
- Advised foreign client of countries in which it should organize a specialized subsidiary to claim favorable U.S. tax treatment and maintain maximal privacy, based on analysis of the terms of every potentially applicable tax treaty and letter of understanding.
- Successfully obtained preliminary injunction and stay of arbitration proceedings on ground that client company could not be bound to arbitrate on accepted *alter ego* or agency principles; assisted colleague in separate case to successfully obtain reconsideration of federal court’s order to arbitrate on similar grounds.
- Recovered unpaid funds from an insolvent corporation by locating and attaching contractual rights that were personally guaranteed by a principal.
- Served on Beacon, New York Zoning Board of Appeals from January 2018 to Present; currently serving as Chairperson.
- General Counsel for Sea Gate Police Foundation from 2012 to Present.
- Former insurance adjuster:
 - Adjuster, Leader National Insurance Co., 1998-1999
 - Branch Manager, Leader National Insurance Co., 1999-2000
 - Extended Handler, Progressive Insurance Co., 2000

Committee Application



Submit Forms:
One Municipal Plaza, Suite One
Beacon, NY 12508

Phone: (845) 838-5010
FAX: (845) 838-5012
Email: cityofbeacon@cityofbeacon.org

Name	David Jensen
Address	REDACTED
Phone Number	REDACTED
Alternate Phone	
Email Address	REDACTED
Committee You are Interested In	☐ Board of Assessment Review ☐ Board of Ethics ☐ Conservation Advisory Committee ☐ Emergency Management Committee ☐ Human Relations Commission ☒ Planning Board ☐ Recreation Committee ☐ Traffic Safety Committee ☐ Zoning Board of Appeals ☐ Any of the above ☐ Other
Available number of Hours per week (for Committee work)	3
Occupation	Attorney
Employer	David Jensen PLLC
Work Address	REDACTED
Work Phone	REDACTED

Education

- ☐ Some High School
☐ High School Diploma
☐ Some College
☐ Associates Degree
☐ Bachelor's Degree
☐ Master's Degree
☒ Doctorate Degree

Interest & Skills

Dispute resolution; public policy; experience in management

**Areas of Expertise
(business & civic)**

Law practice involves challenging and defending government action (including 42 USC s. 963 and CPLR Art. 78), as well as disputes related to real property and development.

Reference

Reference Name

[REDACTED]

Address

[REDACTED]

Phone

[REDACTED]

Email Address

[REDACTED]

Relationship

[REDACTED]

Please include your resume along with this application.

I agree that by submitting this application, I am electronically signing the application. I solemnly declare that the information I have provided is true.

Applicant Signature: /s/ David D. Jensen

20 November 2022
Date: _____

City of Beacon City Council Agenda

01/05/2026

Title:

Resolution No. 8 - Awarding a Contract to Blue Heron Construction for the Aeration Blower Replacement Project

ATTACHMENTS

Resolution Awarding a Contract to Blue Heron Construction for the Aeration Blower Replacement Project

Tighe & Bond Engineering Memorandum Regarding Aeration Blower Replacement Project Bid Results



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 8 OF 2026

**AWARDING A CONTRACT TO BLUE HERON CONSTRUCTION FOR
THE AERATION BLOWER REPLACEMENT PROJECT**

WHEREAS, the City of Beacon published an advertisement, pursuant to General Municipal Law § 103 and Chapter 53 of the Beacon City Code, seeking qualified contractors for COB Bid No. 2025-016, Aeration Blower Replacement Project; and

WHEREAS, on December 16, 2025, five (5) sealed submissions were received and opened for said bid; and

WHEREAS, the City Engineering team recommends awarding the Aeration Blower Replacement Project to the lowest responsible bidder, Blue Heron Construction, which submitted a responsive and complete bid for said project, for a total base bid amount of four-hundred and ninety-nine thousand, six-hundred and eleven dollars (\$499,611.00).

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Beacon hereby awards COB Bid No. 2025-016, Aeration Blower Replacement Project, to Blue Heron Construction in the amount of four-hundred and ninety-nine thousand, six-hundred and eleven dollars (\$499,611.00).

BE IT FURTHER RESOLVED, the City Administrator is hereby authorized to execute an agreement and any amendments with Blue Heron Construction, subject to approval by the City Attorney as to form and substance, and to take all actions necessary to effectuate the intent of this Resolution and to cause compliance with the agreement awarded to Blue Heron Construction.

Resolution No. 8 of 2026				Date: January 5, 2026			
☐ Amendments				☐ 2/3 Required			
☐ On roll call				☐ 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
	x	Paloma Wake	x				
		Amber Grant	x				
		Lastar Gorton	x				
		Zack Smith	x				
		Sergei Krasikov	x				
x		Carolyn Bennett Glauda	x				
		Mayor Lee Kyriacou	x				
		Motion Carried	x				

B0748-009
December 29, 2025

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

Re: **Beacon WWTF Aeration Blower Replacement Project**
General Contractor Bid Evaluation

Dear Chris:

On Tuesday, December 16th, 2025 the City opened five bids for the WWTF Aeration Blower Replacement Project. The bidders, their respective bid prices, and Tighe & Bond's opinion of probable construction cost are as follows:

General Contractor	Total Bid Amount
Blue Heron Construction	\$573,611.00
CFI Contracting, Inc.	\$695,000.00
TAM Enterprises, Inc.	\$764,886.00
J Squared Construction Corporation	\$769,000.00
Eventus Construction Co., Inc.	\$899,000.00
<i>Tighe & Bond's Opinion of Probable Construction Cost</i>	<i>\$573,981.00</i>

The attached bid tabulation presents a direct comparison of the bids in more detail.

Bid Evaluation

The bid including attachments submitted by the apparent low bidder, Blue Heron Construction, appears to be in conformance with the requirements of the bidding documents.

Tighe & Bond's opinion of probable construction cost (OPCC) for the project section was \$573,611. The low bid price is slightly lower than Tighe & Bond's OPCC. We believe that the low bid price is reasonable and appropriate for the proposed work.

Reference Evaluation for Performance

Blue Heron Construction is actively working at the Beacon WWTF on the ongoing Dewatering Improvements Project. This contract work is progressing well, and all parties are satisfied with Blue Heron's work to date. Therefore, no additional references were checked, as it appears that Blue Heron Construction has the necessary experience to perform the work under this contract.

Reference Evaluation for Financial Standing

In addition, Tighe & Bond reviewed financial rating information regarding the Hanover Insurance Company, the company that provided Blue Heron Construction's bid bond for this project. The Hanover Insurance Company has an "A" (excellent) rating and a financial size category XV (Greater than or Equal to \$2 billion) with AM Best Company.

Based on the information made available and ongoing work at the Beacon WWTF, it is our opinion that Blue Heron Construction has demonstrated that it is the lowest responsible and eligible bidder for the Beacon WWTF Aeration Blower Replacement Project.

Modified Bid Price

Conversations were held with Blue Heron Construction after the bids were opened, in regard to lowering their bid price. Per the attached email, the bid price is being lowered by a total of \$64,000, as outlined in the attached email. Removing the \$10,000 contract allowance brings the total value of the contract to be awarded to **\$499,611.00**.

We trust that the information provided herein will assist the city of Beacon in making an award of this contract contingent upon the following:

- Receipt of required Performance and Payment Bonds
- Receipt of required Certificates of Insurance

Upon authorization by the City of Beacon, we will issue a Notice of Award to the Contractor designated as the lowest responsible and eligible bidder notifying them that they are the successful bidder and requesting that they submit the required bonds and certificates of insurance.

Please call Lori Carriero at (203) 482-1260 with questions.

Very truly yours,

T&B Engineering & Landscape Architecture, PC.

A handwritten signature in blue ink, appearing to read 'Erin K. Moore'.

Erin K. Moore, PE
Vice President

Enclosures

J:\B\B0748 Beacon, NY\009 WWTP Blower Replacement\Bidding\Bid Evaluation\2025-12-29 Bid Evaluation Letter.docx

Summary of Bids Received				Bidder: Blue Heron Construction Co., LLC		Bidder: CFI Contracting Inc.		Bidder: J Squared Construction Corp.		Bidder: Eventus Construction Co., Inc.		Bidder: TAM Enterprises, Inc.	
For: Beacon WWTF Aeration Blower Replacement Project General Construction Contract				Address: 9289 Bonta Bridge Rd, Jordan, NY, 13080		Address: 286 Sacandaga Rd, Johnstown, NY 12095		Address: 277 Wolf Hill Road, Voorheesville, NY, 12186		Address: P.O.Box 419, Amawalk, NY, 10501		Address: 114 Hartley Rd, Goshen, NY 10924	
Date: 12/16/2025, 10:00am													
Location: City of Beacon													
1 Municipal Plaza, Beacon, NY 12508				Job No.: B0748-009		Phone: 315-689-6482		Phone: 518-762-5018		Phone: 914-245-2400		Phone: 845-294-8882	
Engineer: Tighe & Bond						Fax: 315-689-1996		Fax: 518-762-1379		Fax: N/A		Fax: 914-245-4767	
Item No.	Description	Est. Qty	Pay Unit	Unit Price	Total price	Unit Price	Total price	Unit Price	Total price	Unit Price	Total price	Unit Price	Total price
1	Aeration Blower Replacement: All work required to complete the Aeration Blower Replacement as described herein	N/A	LS	\$ 563,611	\$ 563,611	\$ 685,000	\$ 685,000	\$ 759,000	\$ 759,000	\$ 889,000	\$ 889,000	\$ 754,886	\$ 754,886
2	Contract Allowance	N/A	Allowance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	Total Amount of Bid			\$573,611.00		\$695,000.00		\$769,000.00		\$899,000.00		\$764,886.00	

City of Beacon City Council Agenda
01/05/2026

Title:

Resolution No. 9 - Authorizing the City Administrator to Execute a License Agreement for the Beacon Flea Market

ATTACHMENTS

[Resolution Authorizing the City Administrator to Execute a License Agreement for the Beacon Flea Market](#)

[License Agreement for the Beacon Flea Market](#)



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. 9 OF 2026

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LICENSE AGREEMENT
WITH THINGS YOU LOVE EVENTS, LLC**

WHEREAS, the City of Beacon is the owner of real property located at 10 Henry Street (“Henry Street Parking Lot”); and

WHEREAS, Things I Love Events, LLC wishes to utilize space at the Henry Street Parking lot for operation of a flea Market, from each Sunday between April 1 and November 30, 6:00 a.m. to 5:00 p.m. (the “Flea Market”).

NOW, THEREFORE, BE IT RESOLVED THAT the City of Beacon City Council hereby authorizes the City Administrator to execute a license agreement for use of the Henry Street Parking Lot with Things I Love Events, LLC for operation of the Flea Market.

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

Resolution No. 9 of 2026			Date: January 5, 2026				
☐ Amendments			☐ 2/3 Required				
☐ On roll call			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Lastar Gorton					
		Zack Smith					
		Sergei Krasikov					
		Carolyn Bennett Glauda					
		Mayor Lee Kyriacou					
Motion Carried							

**LICENSE AGREEMENT
CITY OF BEACON FLEA MARKET**

This **LICENSE AGREEMENT** (the “Agreement”), is made and entered into as of the ____ day of January, 2026 by and between **THINGS YOU LOVE EVENTS, LLC** (the “**LICENSEE**”), a domestic limited liability company with its principal place of business at 35 North Elm Street, Beacon, New York 12508, and the **CITY OF BEACON** (the “**CITY**” or “**LICENSOR**”), a municipal corporation of the State of New York with offices at 1 Municipal Plaza, Beacon, New York 12508 (collectively the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, the CITY is the owner of real property located at 10 Henry Street, commonly known as the Henry Street Parking Lot #1, known and designated on the Tax Map of the City of Beacon as Parcel ID # 5954-36-956815 (the “Property”); and

WHEREAS, on March 14, 2021, the CITY and LICENSEE entered into COB Contract No. 2021-005 for LICENSEE to operate a flea market at the Property each Sunday from April 1 through November 30 between the hours of 6:00 a.m. and 5:00 p.m, weather permitting (the “Flea Market”); and

WHEREAS, COB Contract No. 2021-005 expires on November 30, 2025; and

WHEREAS, the Parties desire to enter into a new License Agreement for a five-year term so that LICENSEE may continue to provide a flea market to Beacon residents and visitors, and the Beacon City Council approved such Agreement pursuant to Resolution No. ____ of 2026.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and for other good and valuable consideration, the sufficiency and the receipt hereof are hereby acknowledged, the Parties hereby agree as follows:

1. **GRANT OF LICENSE**: Subject to the terms and conditions of this Agreement, the CITY hereby grants LICENSEE a revokable exclusive license (the “License”) to enter upon and utilize the Property solely for the purposes of operating a Flea Market in accordance with the Permitted Use as defined in Section 4 below. LICENSEE shall require all vendors who utilize the Property in connection with the Flea Market to execute the “Vendor Hold Harmless and Indemnity Agreement” annexed hereto as Exhibit “B” and shall provide a copy of such fully executed copy to the City Administrator before such vendor may participate in the Flea Market.

2. **TERM**: Subject to the terms and conditions of this License Agreement, the term of the License shall be five-years commencing on April 1, 2026, and terminating on November 30, 2030 (the “Term”). The CITY further reserves the right, upon ten (10) business days prior notice, to make the Property unavailable for LICENSEE’S use in the event it is required for use by the CITY for a CITY event or a third-party event the CITY has authorized to use the Property. Either Party, without cause, may terminate this Agreement on thirty (30) calendar days written notice without penalty or fee. This Agreement may be renewed for one (1) additional five (5) year Term,

at LICENSEE'S request should the City Administrator, in their sole discretion, and after seeking input from appropriate departments heads, such as DPW and the Police, agree it is appropriate to extend this agreement and upon such additional terms as the City Administrator deems necessary, subject to City Attorney approval as to form and substance. In such case, no further resolution from the City Council is required.

3. **FEE**: In exchange for and as consideration for License granted herein, LICENSEE shall pay to LICENSOR the sum of Two Hundred and Fifty Dollars (\$250.00) for each day the Flea Market operates on the Property, beginning April 1, 2026, through the date of the expiration or termination of this Agreement. In the event of renewal of this Agreement, the fee shall be Two Hundred and Eighty Dollars (\$280.00) for each day the Flea Market operates on the Property during the renewal Term. To the extent the Flea Market is unable to operate because of inclement weather or due to the actions of the CITY, or the LICENSEE advises the CITY in writing via e-mail to the City Administrator by 5:00 p.m. the Friday before the anticipated use, LICENSEE shall not be required to pay a fee for the week in question. The fee shall be payable monthly for the prior calendar month's Flea Market days. Payment shall be due in full on the fifteenth day of each month commencing on May 15, 2026.

4. **PERMITTED USE**: The License granted hereunder shall only be for the uses permitted in Sections 4(a) through 4(j) below (the "Permitted Use"). Use of the Property by LICENSEE for any other purpose shall be deemed a material breach of this Agreement. The Permitted Use under this Agreement is as follows:

- (a) The LICENSEE shall operate a Flea Market on the Property.
- (b) The layout for the operation of the Flea Market, including the location of entrances and exits and proposed locations for vendors, is set forth on Exhibit "A" attached hereto.
- (c) A portable toilet that is fully compliant with the Americans with Disabilities Act ("ADA") shall be installed on the Property by LICENSEE, at LICENSEE'S sole cost and expense, from the period April 1 through November 30, in the location set forth on Exhibit "A", and LICENSEE shall be fully responsible for installing and maintaining the portable toilet.
- (d) Permanent Highway Department signs are located at each entrance to the Henry Street Lot stating the lot is closed for a Sunday Flea Market from April through November, from 6:00 a.m. – 4:00 p.m. Any vehicles unaffiliated with the Flea Market remaining in the lot at 6:00 a.m. on Sundays when the Flea Market is in operation are subject to ticketing and/or removal by the City of Beacon Police Department. The City of Beacon Police Department will make a reasonable attempt to locate the owner, or the vehicle will be towed. Only the Beacon Police Department may ticket or remove vehicles from the Property. LICENSEE is solely responsible for notifying the City Administrator of the need for any updates, replacement, or repair to said signs. The LICENSEE and Vendors are prohibited from installing any temporary or permanent flags, banners, or other signage on City light poles or other property.

- (e) When the Flea Market is in operation, the entrance to the Property from South Chestnut Street and the southeast exit from the Property onto Henry Street shall remain open. The southwest exit onto Henry Street may be closed during the operation of the Flea Market.
- (f) The LICENSEE shall maintain four (4) to six (6) trash barrels distributed throughout the Property during the operation of the Flea Market. All trash barrels shall be maintained by LICENSEE, at LICENSEE's sole cost and expense. LICENSEE shall cause all trash receptacles to be emptied and removed no later than 5:00 p.m. each Sunday the Flea Market operates.
- (g) The LICENSEE shall offer at least one stall to the City of Beacon School District during any week the FLEA MARKET is in operation, at no charge or cost.
- (h) No food, beverage, or cannabis vendors shall be allowed to operate on the Property.
- (i) All items shall be sold from tables, tents, or stalls. No sales from vehicles shall be allowed, and no vendors shall use generators on the Property.
- (j) The installation, at LICENSOR'S sole discretion, during Flea Market operating hours, at LICENSEE'S cost, of the following sandwich board signs (to be provided by LICENSEE) within the public right of way in the following locations: (i) One sign on Main Street and South Chestnut Street, (ii) One sign on Main Street at the Mobil Gas Station, and (iii) One sign on Teller Avenue and Henry Street Station, and (iii) One sign on Teller Avenue and Henry Street.

5. **MAINTENANCE:** The LICENSEE shall be responsible for maintaining the Property at all times the Property is being used for the Permitted Use. LICENSEE shall ensure that the Property is clean and kept in a sanitary and safe condition, that all garbage/waste is disposed of properly and that all vendor's equipment and barriers are removed by 5:00 p.m. each Sunday the Flea Market operates.

6. **HOURS OF OPERATION:** Subject to the terms of this Agreement, the Permitted Use shall be allowed from April 1 through November 30, only on Sundays and only between the hours of 6:00 a.m. and 5:00 p.m., weather permitting. Vendors may arrive at the Property beginning at 6:00 a.m. on Sundays when the Flea Market is in operation. Public parking at the Property shall be closed at 6:00 a.m. on Sundays when the Flea Market is in operation. Vendors shall not create noise that disturb neighboring residences prior to 6:00 a.m. on Sundays when the Flea Market is in operation.

7. **SUPERVISION:** LICENSEE shall be solely responsible for and take all reasonable precautions for the protection of its property and of all persons and property, real or personal, on the Property when the Flea Market is in operation. LICENSOR makes no representations as to the suitability of the Property for LICENSEE'S or its vendors' usage thereof. LICENSEE hereby agrees that the LICENSOR shall not be liable for the protection, supervision, guarding, or any damage or stolen property from the Property. LICENSEE hereby enters into this

Agreement with the full understanding that the CITY is not liable for any damage, loss, or theft from the Property. It is expressly understood that the CITY and its departments do not owe LICENSEE or vendors a special duty of protection, and any CITY obligations for safety or emergency response shall be the same duty as is owed to the general public.

8. **VACATING OF PREMISES:** In the event of any termination, expiration, or suspension of this Agreement, LICENSEE, and its vendors, shall (i) refrain from using the Property, and (ii) at LICENSEE'S sole cost and expense, and within ten (10) business days, remove any enclosures, structures, fixtures, and chattels from the Property and use reasonable efforts to restore the Property to the condition it existed before this Agreement became effective. Such restoration shall not result in any conditions which may be or become hazardous to vehicles or pedestrians. In the event the LICENSEE, or its vendors, fail to vacate the Property in accordance with this Agreement, ownership and control of all enclosures, structures, fixtures, and chattels on the Property shall immediately transfer to the CITY. The LICENSEE hereby agrees to reimburse the LICENSOR for all reasonable costs and expenses incurred by LICENSOR to remove LICENSEE'S, or its vendors, enclosures, structures, fixtures, and chattels from the Property, including any work necessary to restore the Property to the condition it existed before this Agreement went into effect. LICENSEE hereby agrees to hold the CITY, and its officials, officers, employees, agents, volunteers, and representatives harmless from any and all claims, liabilities, losses, damages, or conversion, in the event the LICENSEE fails to vacate the Property and the CITY removes or takes possession of any enclosures, structures, fixtures, and chattels within the Property.

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

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

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

LICENSEE shall furnish to the CITY a certificate of insurance as evidence of coverage at least thirty (30) days prior to the commencement of the first Flea Market in April 2026. The Certificate of Insurance shall name the City of Beacon, its elected officials, officers, employees, agents, and representatives as an Additional Insured by endorsement without limiting language.

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

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

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

Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of LICENSEE (or its invitees arising under or out of this Agreement). LICENSEE shall not do or permit to be done any act or thing upon the Property that will invalidate or be in conflict with any insurance policies covering the same. LICENSEE shall promptly comply with all

insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the Property which shall increase the rate of insurance on the Property

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

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

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

As to the CITY:

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

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

As to LICENSEE:

Things You Love Events, LLC
35 North Elm Street
Beacon, New York 12508
Attn: Emma Dewing
Email: beaconfleamarket@gmail.com

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

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

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

15. **NO CREATION OF EASEMENT OR LEASE:** It is the express intent of the Parties that this Agreement shall not be construed as creating an easement or any perpetual rights of LICENSEE, or their heirs, assigns, and successors-in-interest, to any part(s) of the CITY's property, including but not limited to the Property. It is the express intent of the Parties that this Agreement shall not be construed as creating a lease, tenant/landlord relationship, or similar interest in the Property amongst the Parties.

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

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

18. **NO ASSIGNMENT; NO THIRD-PARTY BENEFICIARIES:** This License is not assignable by LICENSEE, in whole or in part, without the CITY's prior written consent to

such assignment, which consent may be withheld in the CITY's sole discretion. Any such assignment shall be null and void. Nothing in this Agreement shall convey any rights upon any person or entity which is not a Party or a permitted assignee of a Party to this Agreement.

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

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

21. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement between the Parties hereto, and all previous understandings, agreements, and communications, written or oral, are hereby terminated and superseded by this Agreement. For clarity, this Agreement shall not effect, amend, modify, or cause the early termination of COB Contract No. 2021-005, including amendments thereto.

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

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

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

LICENSEE:
THINGS YOU LOVE EVENTS, LLC

CITY OF BEACON:

Signature

Emma Dewing

Name

Managing Member

Title

Date

Signature

Christopher White

Name

City Administrator

Title

Date

EXHIBIT "A" – Property Map

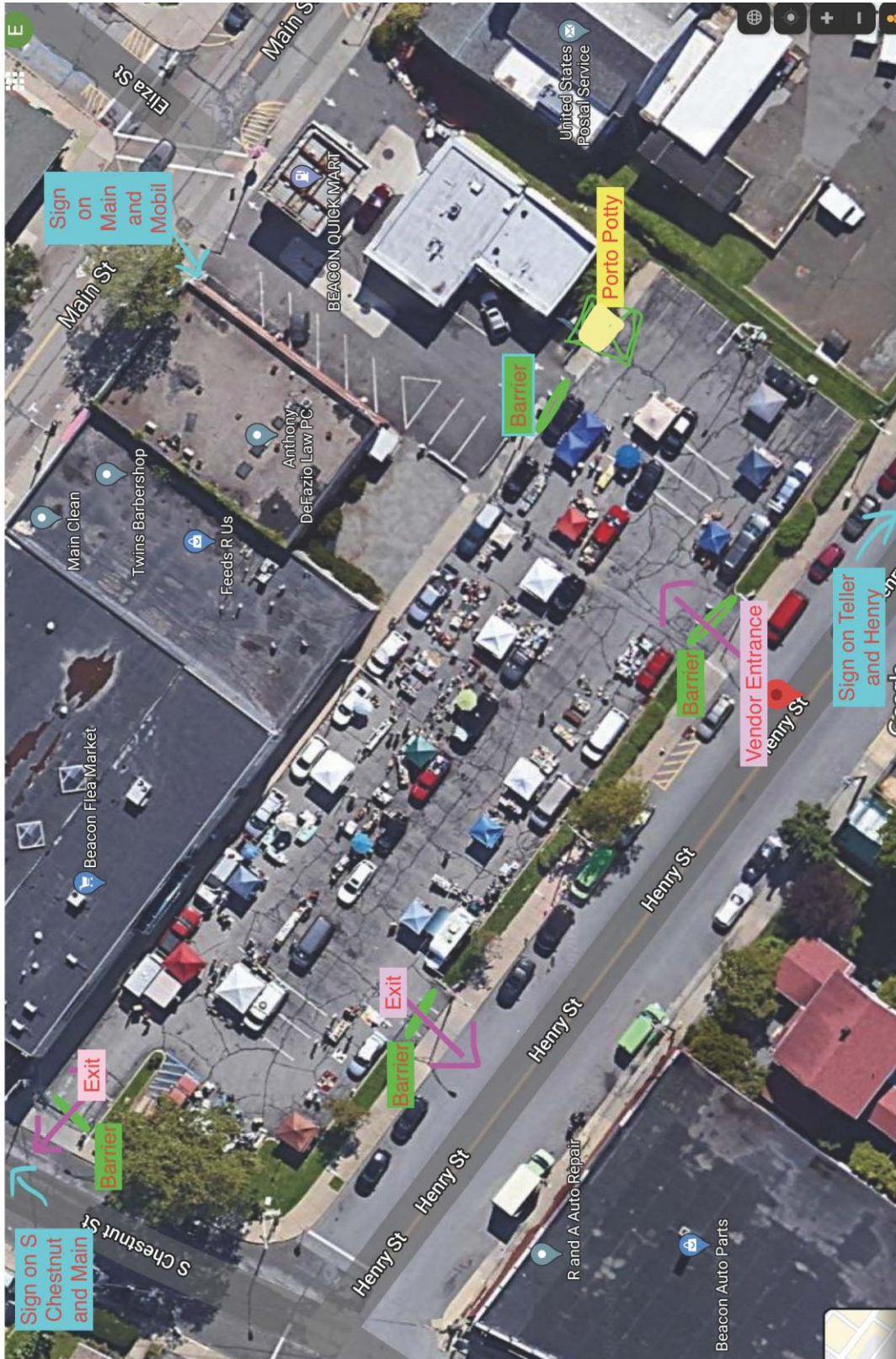


EXHIBIT B
VENDOR HOLD HARMLESS AND INDEMNITY AGREEMENT

For Use by Individual Vendors:

_____ (“Indemnitor”) hereby agrees, in exchange for permission to participate in the City of Beacon Flea Market (“Market”) located in the City of Beacon, to defend, indemnify and hold the City of Beacon, its elected officials, employees, officers and agents associated therewith (the “City”) harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, of whatever name or nature as the same may relate, arising from Indemnitor’s participation in the Market. Said indemnification and defense by Indemnitor to the City shall apply to any claim, liability, suit, proceeding and action in which the City and/or the County may be named as a party, and notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

Signature

Printed Name

Date

For Use by Participating Business Entities:

_____ (“Indemnitor”), through its designated agent, _____, and in exchange for permission to participate in the City of Beacon Flea Market (“Market”) located in Beacon, hereby agrees to defend, indemnify and hold the City of Beacon, its elected officials, employees, officers and agents associated therewith (the “City”) harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney’s fees, arising from Indemnitor’s participation, or the participation of Indemnitor’s employees or agents, in the Market. Said indemnification and defense by Indemnitor of the City shall apply to any claim, liability, suit, proceeding and action in which the City may be named as a party, notwithstanding that Indemnitor may deem said claim, liability, suit, proceeding or action frivolous or without merit. By affixing their signature hereto, the undersigned hereby represents that he or she is designated agent of Indemnitor, authorized to enter into and bind Indemnitor to this agreement.

Signature

Printed Name

Date

City of Beacon City Council Agenda
01/05/2026

Title:

December 15, 2025 Minutes

ATTACHMENTS

[December 15, 2025 Minutes](#)



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

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

December 15, 2025
7:00 PM
Draft
City Council
Minutes

Regular Meeting

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

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

Councilmembers Present

Mayor Lee Kyriacou

Councilmember Amber Grant, At Large

Councilmember Paloma Wake, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Pam Wetherbee, Ward Three

Councilmember George Mansfield, Ward four

Also Present

Christopher White, City Administrator

Christian A.L. Gates, City Attorney

Call to Order

Pledge of Allegiance

Roll Call

Community Segment

Motion to amend the agenda to Honor Beacon Fire Chief Thomas Lucchesi prior to Honoring Outgoing Councilmembers by Councilmember Rhodes.
Second by Councilmember Grant.
Motion passes 5 - 0.

Honoring Outgoing Councilmembers: Molly Rhodes (Ward One), Jeffrey Domanski (Ward Two), Pam Wetherbee (Ward Three), and George Mansfield (Ward Four)

Honoring City of Beacon Fire Chief Thomas Lucchesi

Public Comment

Reports: Mayor, City Council, and City Administrator

Local Laws and Resolutions

1. Resolution No. 111 - Appointing Benjamin Swanson to the Position of Deputy City Administrator

Motion to adopt the resolution by Councilmember Grant.
Second by Mayor Kyriacou.
Motion passes 6 – 0.

2. Resolution No. 112 - Approving Amendments to the 2026 Capital Financing Plan

Motion to adopt the resolution by Councilmember Rhodes.
Second by Councilmember Wetherbee.
Motion passes 6 – 0.

3. Resolution No. 113 - Authorizing the City Administrator to Execute an Agreement with Barton & Loguidice for Beacon Rail Trail Engineering Design

Motion to adopt the resolution by Councilmember Wetherbee.
Second by Councilmember Rhodes.
Motion passes 6 – 0.

4. Resolution No. 114 - Authorizing the City Administrator to Execute a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

Motion to adopt the resolution by Councilmember Rhodes.
Second by Councilmember Wake.
Motion passes 6 – 0.

5. Resolution No. 115 - Authorizing the Sale of Property at 57 East Main Street

Motion to adopt the resolution by Councilmember Grant.
Second by Councilmember Rhodes.
Motion passes 6 – 0.

6. Resolution No. 116 - Amending the City of Beacon Fee Schedule

Motion to adopt the resolution by Councilmember Wake.
Second by Councilmember Grant.
Motion passes 6 – 0.

7. Resolution No. 117 - Waiving Obligation to Construct Commercial Space and Permitting Additional Residential Units at 248 Tioronda Avenue

Motion to adopt the resolution by Councilmember Grant.
Second by Councilmember Rhodes.
Motion passes 5 – 1. Councilmember Wetherbee voted against the resolution.

8. Resolution No. 118 - Granting Special Use Permit Extension for Edgewater Place Project

Motion to adopt the resolution by Councilmember Rhodes.
Second by Councilmember Mansfield.
Motion passes 6 – 0.

9. Resolution No. 119 - Setting a City Council Meeting for January 5, 2026

Motion to adopt the resolution by Councilmember Grant.
Second by Councilmember Wake.
Motion passes 6 – 0.

Approval of Minutes

1. [December 1, 2025 Minutes](#)

Motion to approve the minutes, as amended, by Councilmember Grant.
Second by Councilmember Rhodes.
Motion passes 6 - 0.

Public Comment - Second Opportunity

Announcement of Next Meeting: January 5, 2026 at 7:00 p.m. (Workshop) & 7:45 p.m. (Meeting)

Adjournment

Motion to adjourn by Councilmember Wetherbee.
Second by Councilmember Mansfield.
Motion passes 6 - 0.