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

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

December 8, 2025
7:00 PM
City Council Agenda

Roll Call

Workshop Agenda Items

1. Beacon High School Students' Participatory Budgeting Proposals
2. Proposed Revisions to the Fee Schedule
3. Discussion of Amended Concept Plan Allowing Residential Use In Building 100 at 248 Tioronda Avenue
4. Discussion of Special Use Permit Extension Request for 15-30 Edgewater Place
5. Beacon Rail Trail Engineering Design
6. Appointment of Benjamin Swanson to the Position of Deputy City Administrator
7. Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.
8. Setting a City Council Hybrid Meeting for January 5, 2025
9. Authorization of the Sale of Property at 57 East Main Street in the City of Beacon

Announcement of Next Meeting: December 15, 2025 at 7:00 p.m.

City of Beacon City Council Agenda
12/08/2025

Title:

Beacon High School Students' Participatory Budgeting Proposals

ATTACHMENTS

Climbing Wall Presentation

Post Office Bench Presentation

Keeping Beacons Parks Clean Presentation

Softball Field Presentation

Youth Football Field Presentation

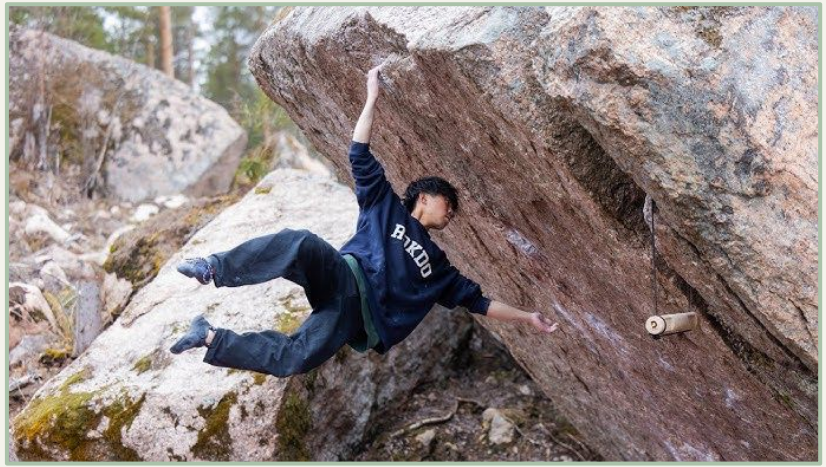
City Administrator Memorandum Regarding 2025 Participatory Budgeting Presentations

Public Bouldering Wall

By: Emilio Guerra & Naim Dika

What is Bouldering?

Climbing without ropes on relatively low rocks/walls



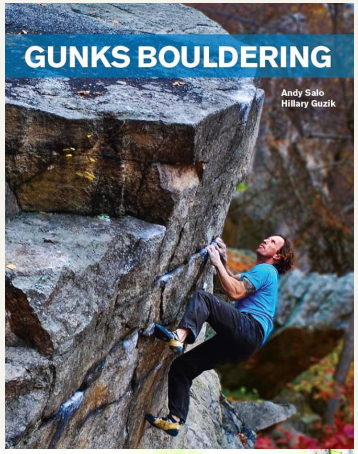
What is a Bouldering Wall?

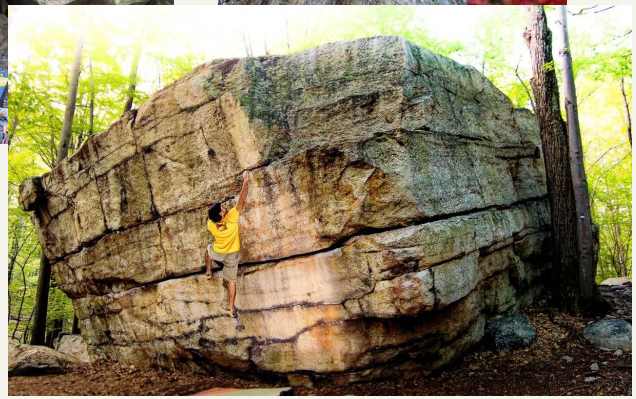
- Short Wall ~10 ft Tall
- No ropes or Harness Required
- Can be at multiple angles
- Full of different holds to climb up



Why?







Recreation

- Our community lacks free, accessible recreation beyond traditional sports
- Non-competitive & inclusive community
- Supports Physical + Mental Health
- Promotes problem solving, and boosts confidence

Gunks

- We live ~40 minutes away from the World Renowned Climbing hotspot, The Gunks.
- Bouldering walls are a good introduction into the sport

Safe by Design

- Maximum Height 10ft
- Large fall zone surfacing
- Routine inspections and maintenance
- Clear posted rules and supervision guidance
- Beginner routes, easy angles



Where?



Memorial Park

Pricing

A realistic rock-like boulder that people can climb all around (like Alpenglow or Boyce Bouldering Park)

Cost: ~$10k – $45k

Variables:

- Design
- Number of holds
- Weatherproofing





Budget & Funding Plans

Reach out to Climbing companies who have done public projects before.





Potential Partnering and Local Support - Local Gyms, Organizations, and Climbing Club at School

Examples From Other Communities

Boyce Bouldering Park PA





Alpenglow Community Park OR



Levee Park MN



Downtown Greenspace GA



Thank You!

Links:

https://walltopia.com/projects/
https://www.eldowalls.com/industries/playgrounds-parks-climbing-wall
https://walltopia.com/projects/boyce-park-outdoor-boulders/
https://www.bendparksandrec.org/park/alpenglow-park/
https://www.eldowalls.com/company/portfolio?industries=playgrounds-parks-climbing-wall

Bench for bus-stop at Beacon Post Office



Savannah Ray

Project ----Issue



There is no where to sit when waiting for the bus.



Effects of the problem

People often have to stand up for long periods, this can be frustrating as people are with their kids.

Project overview

My Grandmother and I talk about how we wish there was a bench to sit on so we don't have to stand for so long.





Proof of the issues

When me and my Grandmother go to the bus stop at the post office, we often sit on the little edge by the rail and its often cold and wet.

This bench will be greatly appreciated and comfortable for my Grandmother

Solution for Issue and the project objectives

01

Look at available space to add a bench

02

Pick out an appropriate bench

03

Surprise my Grandma!!!

Rinse and Repeat

01 It's possible that these benches could also be installed on most bus-stops around beacon

Project phase:
Initiation and scope

Every project begins somewhere.

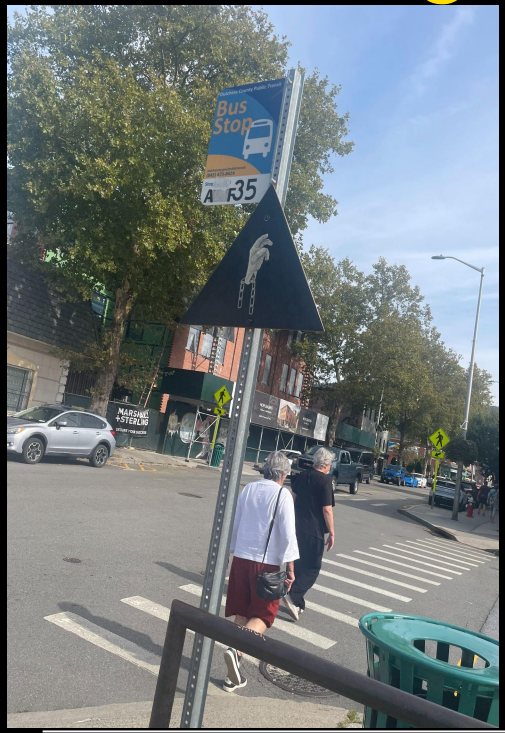
01

Date:
9-29-25

And this is the beginning and what we are working with



Project phase:
Planning and production



02 Date

Now that the project is fully underway.

Adding a bench this this area is the solution

May need volunteers

Project phase:
Bench shopping/Inspo

Budget: $10,000

This one allows us to maximize space.
---------->



$1,115.00



$626.00



I like the green and brown
<----------

02 Date: 2025

Here are some nice benches and price points.

$6,392.00



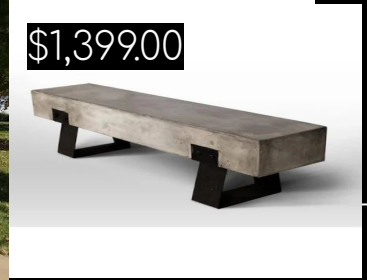


I think these go <-----together

$7,290.00



$1,399.00

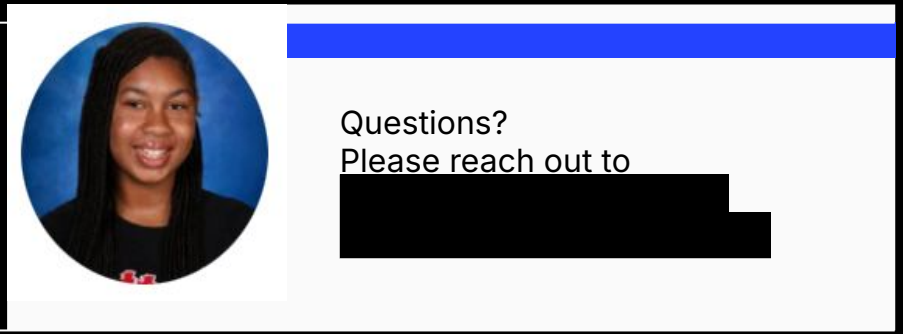


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Like a bus shuttle there's also a white ~~one listed~~
Get size 10"

Thank you!

So much for your time
and listening



KEEPING BEACONS PARKS CLEAN

Kayla Selander and Marisah K. George





WHAT'S THE PROBLEM?

Trash littering our parks including Madame Brett

- There are few places to throw trash out along the trails
- Dog bags, bottles, and wrappers litter the trail
- Our parks are being defiled with pollution

One of Beacons main attractions is our trails which we need to maintain!

WHAT'S THE CAUSE?



- Because there are few trash cans available along the Madam Brett Park into Long Dock Trail people throw away their trash in the woods

- People find it easier to throw trash in the woods instead of holding onto it till the end of the trail



We gathered all this trash in only 2 hours of clean up!



WHAT'S A POSSIBLE SOLUTION?

INSTALLING TRASH CANS

- throughout the park to discourage further littering
- There are some great trash cans with dog waste bags along the Greenway trail (shown in picture)

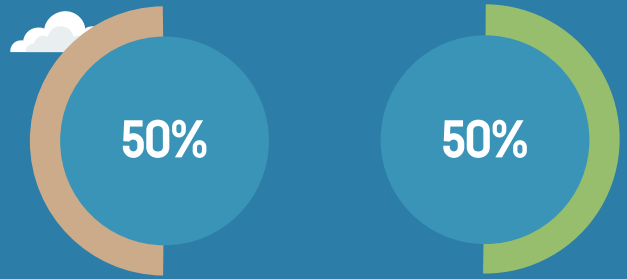




WE SHOULD IMPLEMENT THIS PRINCIPLE IN THE PARKS AS WELL!!

Beacons parks should be a safe and clean space for resident and tourists to enjoy!

HOW WOULD WE IMPLEMENT THIS SOLUTION?



COST

Durable trash cans are an expensive investment typically ranging from $600-900

VALUE

However, the price is worth keeping our environment clean!

SUMMARY



Beacon would benefit tremendously if we add more frequent trash cans along the Madam Brett/ Long Dock trail and eventually recycling bins as well!

THANK YOU!

CIVIC SEAL

SOFTBALL FIELD UPGRADES

Amaya Paulin
Ava Lassiter
Gianna Mercer



TOPICS

- Current Fields
- Issues
- Softball Fields vs. Baseball Fields
- Why is this important to us?
- Statistics
- Solution
- Cost



PARK LAYOUT

Eraca
Softball Field

Twilight
Softball Field

Wilkes
Softball Field

Ferrone
Softball Field

ISSUE ONE

Team Seating:

Each field only has one bench on each side for each team. When teams are playing, on either side, there is not enough space for players to rest between innings except for the bench. The bench may not fit all the players, causing them to need to stand around in the line of view for spectators. Since there is not more space, players are forced to put their bags on the floor or against the fence where people may be trying to walk instead of a designated area for players and their equipment.



ISSUE TWO

Rain/Sun protection:

With every team, whether it's the Beacon Softball Youth team, modified softball, JV Softball, or Beacon Xtreme, there's always going to be at least one or two rainy games or practices. Our dugouts aren't the most helpful when it comes to rain, especially coming from school with your bookbag, softball bag, AND your Chromebook. → Continuing



ISSUE TWO: PART TWO

Rain/Sun protection:

- A 2019 study on NCAA athletes found that among those who suffered exertional heat illnesses, heat cramps (39%), heat exhaustion (27%), and heat stroke (8%).
- Softball and baseball players are susceptible to heat illness, with one 2011 report noting them as leading causes of heat illness-related emergency room visits for both male and female athletes.
- Athletes who are not yet physically adjusted to exercising in hot weather are at greater risk.
- The EPA reports that about 9,000 high school athletes are treated for heat-related illnesses annually, though this includes all sports and different levels of severity.
- "Another tip [to keep players cool] is to take rests in the ***shade***. ***Sitting in a covered dugout between innings can keep you out of the sun.***"
- In particular, the most common activities that lead to emergency-room visits [heat-related] for females, baseball and softball, were leading causes.



ISSUE THREE

Bathrooms

- There are porta-potties at the Wilkes softball field as well as bathrooms in the building behind them. But porta-potties are one of the most unhygienic options.
- According to multiple articles, "You are at similar risk of catching something in a porta-potty or public bathroom, as the primary risk comes from high-contact surfaces and poor hygiene, not the location itself. Both can harbor germs like norovirus and influenza on surfaces such as door handles and toilet seats. The likelihood of infection is low with proper handwashing, but ***improper hand hygiene can increase the risk in either environment***".



MEMORIAL FIELDS

Baseball:

Softball:

LEGACY



















SOLUTION

> Get a basic dugout.

> Open the bathrooms

COST: DUGOUTS

- Basic dugouts: A non-profit or community league may be able to replace a single dugout for $3,500–$4,000.
- A basic softball dugout is a covered, enclosed area alongside the foul line.





COST: BATHROOMS

- ***FREE***





RESOURCES

Resource #1

‘Playing Baseball & Softball in All Types of Weather | TRIA Blog’. HealthPartners Blog, 8 Dec. 2021, https://www.healthpartners.com/blog/weather-concerns-baseball-softball/.

Resource #2

hughie. Nearly 6,000 Athletes Go to the Emergency Room Annually Due to Heat - Washingtonian. 1 Aug. 2011, https://www.washingtonian.com/2011/08/01/nearly-6000-athletes-go-to-the-emergency-room-annually-due-to-heat/.

Resource #3

Porta-potties bad

Resource #4

Information on dugout renovations

New Beacon Youth Field

By: Richie Omira & Jaden Jones

Our Goal

Our goal is to fix the youth field for the younger generation. We would like to fix the grass,bleachers, and goal posts. Not everyone can just use the Beacon turf all the time because of some events so if we have an extra field to use there will be no problem for not just the older kids but the younger ones too. We want our younger community too see that we see

Grass examples (old & new)

The Grass is dying out and needs to get redone. The tone of the color is shading and there are a lot of Potholes. We want the youth to be safe playing this sport and it starts with the grass being taken care of.



Bleacher examples old/new





We feel as if the bleachers need a change. The wood is falling apart and we remember when we were younger our parents were outside watching us play in the cold. So the parents should at least have a seat to sit when it is cold or raining that are not wood .

Goal posts
Old/New

These goal post have been at this field for generations and we want to switch it up for the little ones the littlest things done to the field they will appreciate.





Links

https://www.walmart.com/ip/Official-Collegiate-Goal-Post-Yellow/36931802?wmlspartner=wlpa&selectedSellerId=0 -Goal Post

https://www.crowdcontrolwarehouse.com/products/5-row-aluminum-bleachers - Bleachers

https://www.lawndoctor.com/washingtonville-ny/?utm_source=googlebusinessprofile&utm_medium=organic&utm_campaign=Qiigo - Lawn doctor

CITY OF BEACON
New York

Christopher White
City Administrator

OFFICE OF CITY ADMINISTRATOR 845-838-5000

MEMORANDUM

TO: **Mayor Kyriacou and City Councilmembers**
FROM: **Chris White**
RE: **Recommendation for Participatory Budgeting Funding**
DATE: **December 12, 2025**

Summary: In response to the City's request for proposals from students at the Beacon High School for use of Participatory Budgeting ("PB") funding, the Council received five strong presentations on December 8, 2025. After consultation with multiple department heads, I recommend that this year's budget of $10,000 be allocated to the Bus Stop Bench by the Post Office ($1,200) with the remainder of the funding going towards the proposed Softball Field Upgrades, which will likely be augmented with additional funding.

Overview of Proposals:

1. **Public Bouldering Wall** (Emilio Guerra/ Naim Kaike)

   The presentation highlighted the need for non-traditional, free recreational opportunities and recommended the installation of a climbing wall or boulder. The proposed installation would not exceed 10 feet and could be utilized without ropes, providing residents a safe way to practice rock climbing. The proposal noted that Memorial Park would be the preferred location. The proposed idea is not recommended for PB funding but will be included for evaluation in the conceptual design process the City will be starting in early- to mid-2026. The City Council included funding for upgrades to Memorial Park in the 2026 Capital Program, and a public bouldering wall might fit well with the outdoor calisthenics area that might be constructed near the skate park and basketball court. We expect that a quality installation will exceed $10,000, but the idea has merit and will be explored for inclusion in the upcoming upgrades to Memorial Park.

2. **Keeping Beacon's Parks Clean** (Kayla Selander and Marisah K. George)

   The presenters had participated in volunteer cleanups along the trails at Madame Brett Park off of South Avenue. The presenters recommended the installation of additional garbage receptacles, dog waste bag stations, and eventually, recycling containers. The City agrees with the presenters that litter in our parks and along our waterways is an issue that deserves attention. The City picks up the trash currently from the parking area only at Madame Brett Park, which is done with larger vehicles that could not navigate along the trail. Currently, the City picks up more than 80 large receptacles each week taking up staff resources every week. Rather than add new pickups in areas that are harder to access, the City will install additional "Carry-in, Carry-out." Signage. These reminders are used along trails in many national,

State, and local park systems which have no or limited garbage service. We would like to try the signage, which can be done out of current budgets, augmented with more frequent inspections/ cleanups, including by our Youth Employment Program participants. Recycling in public areas has been problematic because contamination of recycling containers with non-recyclable items frequently causes the recycling to be disposed of as garbage.

3. **New Beacon Youth Field** (Richie Omira and Jaden Jones)

   The presenter discussed the conditions needing attention at the youth football field at Memorial Park. The grass field was in poor condition this summer, and some of the bleachers seemed in need of repair or replacement. He also highlighted that the goal posts could use replacement. While this project is not recommended for PB funding, we can also evaluate the bleachers and field improvements in the context of the broader upgrades being planned for Memorial Park. Quite a bit of work was done to reestablish healthy grass on the field, itself, which was hard hit from the drought conditions over most of the summer.

4. **Bench at Post Office Bus Stop** (Savannah Ray)

   The presenter noted that there is no public seating at the well-used bus stop in front of the Post Office on Main Street, forcing people waiting for the bus to stand for periods of time or sit on uncomfortable railings or curbs. The City agrees that seating is a much-needed amenity at this location and will purchase a bench, which is estimated to cost $1,200. We will remove and relocate the bike rack so the bench can be installed and utilize the same bench design as used in other Main Street locations to maintain consistency.

5. **Softball Field Upgrades** (Amaya Paulin/ Ava Lassiter/ Gianna Mercer)

   The presenters highlighted the disparity in the condition and amenities provided at the softball fields versus the baseball fields at Memorial Park. The four softball fields currently lack dugout structures that protect players from sun and rain when they are off-field. The presenters recommended the City provide dugout structures at all the fields rather than just the baseball fields. They also asked that the Restroom building located near the Skate Park be opened for public use rather than utilizing port-a-potties. These restrooms will be renovated and opened to the public in 2026 or 2027. This project is recommended to receive $8,800 from the PB funding, which will be augmented with additional City funds. The City is still planning upgrades to fencing recommended in the 2024 PB presentations and will start evaluating dugout structures that can be installed that have protected areas for book bags and personal electronic devices.

Title:

Proposed Revisions to the Fee Schedule

ATTACHMENTS

Proposed Revisions to the Fee Schedule

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
BUILDING DEPARTMENT			
Plumbing Fees	Master Plumber License Class A (per year)	$350.00	No Change
	Master Plumber License Renewal (per year)	$250.00	No Change
	Master Plumber License Class B – Single Continuous Job	$350.00	No Change
	Application Fee for Plumbing Permit	$25.00	No Change
	Plumbing Fee per Fixture	$9.00	No Change
Electrical Fees	Master Electrician License- New	$350.00	No Change
	Master Electrician License- Renewal	$250.00	No Change
	Master Electrician (Class B)- Single Continuous Job	$350.00	No Change
	Electrical Permit/ Project cost less than $500	$25.00	$30.00
	Electrical Permit/ Project cost $500 to $1,499	$30.00	$35.00
	Electrical Permit/ Project cost $1,500 to $3,499	$50.00	$60.00
	Electrical Permit/ Project cost greater than $3,500	$60.00	$75.00
Building Permit Application	"Application Fee"	$60.00	No Change
Certificate of Occupancy/ Certificate of Compliance Application Fee		$60.00	No Change
Refund of Permit Fees	Prior to Commencement of Work Only	1/2 Permit Fees Paid	No Change
Copy of Certificate of Occupancy		$2.00	No Change
Building Plan Revision Fee	Post Approval- NEW FEE	$0.00	$75.00
Building Permit Fees - Residential	One- and two-family homes (new/ additions/ all finished areas including basement)	Application & CO Fee + $0.50/sq ft	$1.00/sq ft
	Renovation/alteration	Application & CO Fee + $0.25/sq ft	$0.50/sq ft
	Structural repair (not including renovation or alterations)	Application & CO Fee + $5/$1,000 of estimated cost	No Change
	Carport	Application & CO Fee + $50.00	No Change
	Garage (detached)	Application & CO Fee + $0.40/sq ft	Application & CO Fee + $0.50/sq ft
	Pool (in-ground)	$60.00	$75.00
	Pool (above-ground)	$35.00	No Change
	Deck/Porch	Application & CO Fee + $0.25/sq ft	Application & CO Fee + $0.30/sq ft
	Covered/enclosed deck/porch	Application & CO Fee + $0.35/sq ft	Application & CO Fee + $0.40/sq ft
	Demolition	Application & CO Fee + $.05/sq ft	Application & CO Fee + $.10/sq ft
	Renewal - maximum one-year extension	$35.00	$50.00
Municipal Record Search		$175.00	No Change

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
BUILDING DEPARTMENT			
Building Permit Fees - Commercial	New Construction - R Occupancy	Application & CO Fee + $50/unit + $0.70/sq ft	Application & CO Fee + $50/unit + $1.00/sq ft
	New Construction- A, F, E, B, M, H, I, S, U.	Application & CO Fee + $0.75/sq ft up to 20,000 sq ft + $0.30/sq ft over 20,000 sq ft	Application & CO Fee + $1.50/sq ft up to 20,000 sq ft + $0.75/sq ft over 20,000 sq ft
	Renovation/ Alteration	Application & CO Fee + $0.35/sq ft up to 20,000 sq ft + $0.15/sq ft over 20,000 sq ft	Application & CO Fee + $0.75/sq ft up to 20,000 sq ft + $0.35/sq ft over 20,000 sq ft
	Structural repair (not including renovation or alterations)	Application & CO Fee + $6/$1,000 of estimated cost	No Change
	Demolition	Application & CO Fee + $100 + $0.01/sq ft	Application & CO Fee + $.10/sq ft
	Renewal - maximum one-year extension	$125 + 5% of original building permit fee	No Change
Unregistered Vehicle Permit		$60.00	$100.00
Chicken Permit	One-time fee for up to 12 chickens	$25.00	$50.00
Sidewalk Café Permit	Annual Permit	$25.00	$35.00
Grading Permit	Site grading outside of Planning Board Approval or Building Permit Application	$50.00	$100.00
Tree Cutting Permit	To cut three or more trees of 6 inch diameter or larger	$50.00	$100.00
Section 8 Inspection		$35.00	No Change
Rental Permit Fee	Three year permit; for non-owner occupied properties	$85.00	No Change
Permit to Detonate Explosives	For Construction Projects	$85.00 + Cost of consultant review	No Change
Short Term Rental Permit	Two-year permit	$170.00	$180.00
Short Term Rental Reinspection Fee		$50.00	$60.00
Storage Tank (per removal/ install)	Less than 500 gallons	Application & CO Fee + $75	No Change
	500 to 1,100 gallons	Application & CO Fee + $125	No Change
	1,100 to 5,000 gallons	Application & CO Fee + $250	No Change
	Greater than 5,000 gallons	Application & CO Fee + $350	No Change
Tents and Canopies (temp structures)	Up to 800 sq ft	$50.00	No Change
	800 to 4,000 sq ft	$100.00	No Change
	4,001 sq. ft. and above	$150.00	No Change
Sign Fees	Ground Signboards	$35.00	No Change
	Wall Signboards	$25.00	No Change
	Temporary signs on public right-of-way/ public property	$10.00	No Change
	City reinbursement for removal of temporary sign	$25.00	No Change
Fire Suppression System/Equipment	Installation or Modification	Application & CO Fee + 1.5% of approved cost	No Change

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
BUILDING DEPARTMENT			
Fire Alarm System/Equipment	Installation or Modification	Application & CO Fee + 1.5% of approved cost	No Change
Fire/ Maintainance Inspection Fees: Multi Family (every 3 years)	3-10 dwellings	$150.00	$250.00
	11-50 dwellings	$225.00	$325.00
	More than 50 dwellings	$300.00	$400.00
Fire/ Maintainance Inspection Fees: Places of Assembly (annual)	50-100 occupants	$100.00	No Change
	101-300 occupants	$125.00	No Change
	301-600 occupants	$200.00	No Change
	More than 600 occupants	$250.00	No Change
Fire/ Maintainance Inspection Fees: Other Commercial Buildings (annual)	Up to 5,000 sq ft - REMOVED CATEGORY	$90.00	Remove
	Up to 10,000 sq ft	$120.00	$250.00
	10,000-20,000 sq ft	$175.00	$350.00
	More than 20,000 sq ft	$300.00	$450.00
Certificate of Inspection (Stormwater)		$60.00	No Change
Waiver from Removal of Illegal Stormwater Connection or Discharge		$250.00	$350.00
Vacant Building Registration - Residential- Initial Registration	One- and two-family homes	$250.00	No Change
	Multifamily homes	$500.00	No Change
Vacant Building Registration - Non-Residential/ Mixed Use- Initial Registration	Up to 5,000 sq ft	$500.00	No Change
	5,001-25,000 sq ft	$650.00	No Change
	More than 25,000 sq ft	$850.00	No Change
Vacant Building Registration - Renewals	First renewal	Initial Registration Fee	No Change
	Second renewal	2 x Initial Registration Fee	No Change
	Third and subsequent renewals	3 x Initial Registration Fee	No Change
Inspection fee for renewal of artist live/work space special permit	1-4 dwelling units	$50/dwelling unit	No Change
	5 or more dwelling units	$220 for up to 5 dwelling units + $20 for each additional unit	No Change
Administrative Fees To Correct Violations	Commencement of construction without building permit	2 x building permit fee but not less than $250	No Change
	Commencement of plumbing work without permit	$250.00	No Change
	Commencement of heating/ AC work without permit	$250.00	No Change
	Commencement of electrical work without permit	$250.00	No Change
	Performing work without required license(s)	$250.00	$350.00
	Detonating explosives without permit	$250.00	$1,000.00
	Failure to obtain required inspections (each inspection)	$50.00	No Change
	Failure to obtain special inspections or make improvements ordered by Bldg Inspector	$250.00	No Change
	Violation of a Stop Work Order	$250.00	$1,000.00
	Removal of Stop Work Order- NEW FEE	$0.00	$350.00

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
BUILDING DEPARTMENT			
Administrative Fees To Correct Violations	Occupancy without the issuance of a Certificate of Occupancy or Compliance	$250.00	No Change
	Administrative fee for snow/ice removal from private sidewalks, grass cutting, garbage removal, building board up, and other property maintenance by City employees	$125.00	$150.00
	Snow removal from private sidewalks	$1.25/linear foot	$2.50/linear foot
	Snow removal from fire hydrant except for hydrants located within 50 linear feet of the intersection of two streets, for which there is no fee	$50.00	No Change
***Note: For the purpose of determine fees, square footage determined based upon the current records of the City of Beacon Assessor for the subject property**			
PLANNING AND ZONING			
Site Plan Application	Residential	$500 + $250/dwelling unit	No Change
	Commercial	$500 + $250/1,000 sq ft	No Change
Special Use Permit	Residential	$500 + $250/dwelling unit	No Change
	Commercial	$500 + $250/1,000 sq ft	No Change
Subdivision	2-4 lots	$750 + $100/lot	No Change
	5 or more lots	$1,000 + $300/lot	No Change
Architectural Review/Certificate of Appropriateness		$100 + cost of consultant reviews	No Change
Zoning Board of Appeals Applications	Use Variance	$500.00	$500 Residential $1,000 Commercial
	Area Variance	$250.00	$250 Residential $500 Commercial
	Interpretation	$250.00	No Change
Application for zoning amendment, supplement, change, modification, or repeal of the zoning regulations or zoning district boundaries		$500.00	No Change
Recreation Fee for Subdivisions		$6,000/per lot	Updated Local Law in 2025
Recreation Fee for Site Plans		$2,000/per dwelling unit	Updated Local Law in 2025
Floodplain Development Permit	Application Fee	$250.00	No Change
	Inspection Fee	$50.00	No Change

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
HIGHWAY DEPARTMENT			
Street and Sidewalk Opening Permit		$200.00	No Change
Residential Driveways	Construction of new driveway or expansion of existing driveway for 1-4 family homes	$30.00	No Change
	Two- to three-lot common driveway (new construction)	$300.00	No Change
	Two-to three-lot common driveway (expansion)	$100.00	No Change
	Temporary construction access	$30.00	No Change
Commercial Driveways/ Parking Lots	New construction, including 5+ family residential	$500.00	No Change
	Expansion	$200.00	No Change
	Temporary construction access	$200.00	No Change
TRANSFER STATION			
Furniture/Small Appliances/ Junk		$0.18/lb	No Change
Construction and Demolition Waste		$0.18/lb	No Change
Stumps		$0.07/lb	$0.18/lb
Logs greater than 12" Diameter		No Fee	$0.18/lb
Minimum Charge for All Fee Items	For 20 lbs or Less	$0.18/lb	$3.00/load
Freon Containing Applicances	Air conditioners, refrigerators, water coolers, etc.	$30-$35	$15.00
Tires	Passenger Vehicles	$5.00	$5.00
	Trucks	$17.00	$15.00
Scrap Metal	Except Freon Containing Applicances	$0.03/lb	No Fee
Metal Appliances	Except Freon Containing Applicances	$25.00	No Fee
Household Garbage (Bagged)		No Fee	No Fee
Cardboard Recycling		No Fee	No Fee
Electronic Waste Recycling		No Fee	No Fee
Dumpster Permit		$100.00	REMOVE
Use of Grease Dumpster		$25/yr	No Fee

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
WATER AND SEWER FEES			
Sewer Permit		$50.00	No Change
Restoration of Water Service		$100.00	No Change
New Water Meters (Equipment Only)	5/8 inch IPERL with MXU- NEW FEE	$0.00	$543.00
	3/4 inch IPERL with MXU- NEW FEE	$0.00	$585.00
	1 inch IPERL with MXU- NEW FEE	$0.00	$687.00
	5/8 inch SRII with MXU	$475.00	$516.00
	3/4 inch SRII with MXU	$500.00	$589.00
	1 inch SRII with MXU	$608.00	$681.00
	1 1/2 inch OMNI (including MXU and flange kit)	$1,990.00	$2,588.00
	2 inch OMNI (including MXU and flange kit)	$2,250.00	$2,963.00
	3 inch OMNI (including MXU and flange kit)	$2,770.00	$3,468.00
	Greater than 3 inch OMNI (including MXU and flange kit)	$0.00	Contact Water Dept. for Fees
Water Service Line Tapping Fees	3/4 inch	$342.00	$496.00
	1 inch	$375.00	$537.00
	1 1/2 inch	$552.00	$764.00
	2 inch	$747.00	$1,031.00
Water Service Line Tapping Fees- Additional Fee If Saddle Required	For tapping 6 inch water main	$325.00	$405.00
	For tapping 8 inch water main	$360.00	$447.00
	For tapping 10 inch water main	$500.00	$600.00
Fire Hydrants	Permit for installation of new private fire hydrants	$125/ hydrant	No Change
	Annual permit for usage of private fire hydrants	$125/hydrant	No Change
	Rental of public fire hydrant	$125/month	No Change
WWTP Discharge Costs	Liquid Waste	$0.0460/gallon	$0.0480/gallon
	Septage	$0.1175/gallon	$0.1220/gallon

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
RECREATION DEPARTMENT			
Fees for Reserved Park Use (Resident / Nonresident) Green Street Park, Memorial Park, Riverfront Park, South Avenue Park	Athletic Fields and Courts (Per Game)	$60 per game/ $75 per game	No Change
	Athletic Fields and Courts (Per Tournament)	$200 per field/ $300 per field	No Change
	Athletic Fields and Courts- Use of Lights for Events	$75/ $100	No Change
	Pavilion or Picnic Area - Large Event (>100 Persons)	$125/ $175	No Change
	Bathrooms at pavilion	$25/ $37.50	REMOVE
	Free Public Event - Entire Park (Riverfront Park Only)	$375/ $500	No Change
	Alcohol permit	$125/ $150	No Change
	Portable Restroom (Per Unit)	$125/ $150	No Change
	Water Access	$75/ $100	REMOVE
	Electrical Access	$75/ $100	No Change
	Garbage dumpster - 4 yard	quote	REMOVE
	Recycling dumpster - 4 yard	quote	REMOVE
	Site Security Deposit (Small Event, < 100 Persons)	$1,000.00	No Change
	Site Security Deposit (Large Event, < 100 Persons)	$2,500.00	No Change
Fees for Reserved Park Use (Resident / Nonresident) Settlement Camp Park	Theatre Building and Grounds Use (Per Day)	$450 / $500	$750/ $900
	Theatre Building & Grounds Special Events (3 Days)	$4,000 / $5,000	No Change
	Wooden Open Pavillion Structure (Per Day)	$400 / $500	No Change
	Special Event Access Fee (Non-Building Use)	$10 / $15	$15/ Person
	Alcohol permit	$125 / $150	No Change
	Portable Restroom (Per Unit)	$125 / $150	No Change
	Water access	$75 / $100	REMOVE
	Electrical access	$75 / $100	REMOVE
	Event Dumpster	$100/ $150	REMOVE
	Small event, less than 100 attendees	$1,000.00	No Change
	Large event or festival, more than 100 attendees	$2,500.00	No Change

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
CITY CLERK			
Dog Licensing Fees	Neutered or spayed dog	$15.50	$18.00
	Not neutered or spayed dog	$25.50	$28.00
	Late fee	$10/month	No Change
	Replacement dog tag	$5.00	No Change
Dog Seizure fees	First offense	$50.00	No Change
	Second Offense	$90.00	$100.00
	Each offense thereafter	$115.00	$150.00
	Unlicensed dog fee	$50.00	No Change
Peddlers Permit Fees	Application fee	$15.00	$20.00
	Annual permit	$150.00	No Change
	Quarterly permit	$50.00	No Change
Municipal ID Card Fees	Application for children ages 14-17 and seniors ages 62+	$5.00	No Change
	Application for adults ages 18-61	$10.00	No Change
	Renewal	$5.00	No Change
	Replacement ID Card	$5.00	No Change
Fees for copies of documents (FOIL)	Copies made on 8.5 x 11 paper	$0.25/page	No Change
	Large scale plans	$10/page	No Change
	Flash drive	$10.00	No Change
	Disc	$5.00	No Change
Noise Permit Fees	Noise Permit Application	$15.00	$20.00
	Annual Noise Permit	$100.00	No Change
Vital Statistics	Certified Transcript of Birth	$10.00	No Change
	Certified Transcript of Marriage	$10.00	No Change
	Certified Copy of Death Certificate	$10.00	No Change
	Mariage License	$40.00	No Change
	Geneaology Transcript	$10.00	$22.00
Towing Fee Maximums	Maximum Towing Fee	$180.00	No Change
	Maximum Storage Fee	$65/day	No Change
Wireless Telecommunication Service Facilities Fees	Small Cell Application Fee	$500 for up to 5 applications + additional $100 for each > 5	No Change
	Wireless Telecommunication Services Facility Special Use Permit	$1,000 for a each new pole (not a collocation)	No Change
	Placement of a wireless telecommunication services facility on existing utility poles, infrastructure, or property located in the	$270 per small wireless facility per year	No Change

City of Beacon Fee Schedule (Proposed)

ITEM	SUBITEM / DESCRIPTION	CURRENT FEE	PROPOSED FEE
MISCELLANEOUS FEES			
Auction License		$25.00	No Change
Annual bus license	One bus	$50.00	REMOVE
	Each additional bus	$25.00	REMOVE
City Charter	City Charter	$25.00	REMOVE
Application fee for all permits unless otherwise noted	Application fee for all permits unless otherwise noted	$50.00	REMOVE
Junk Dealers	Any person on foot or with vehicle drawn by hand	$50.00	REMOVE
	Vehicle drawn by horse, motor vehicle, or otherwise	$100.00	REMOVE
Amusements	Circuses, per each day's performance	$25.00	REMOVE
	Each sideshow accompanying a circus	$5.00	REMOVE
	Each merry-go-round or similar enterprise, for each six days performance	$10.00	REMOVE
	Every other kind of public show or entertainment	$10/day	REMOVE
	Regular places of amusement, theaters, etc.	$50-100	REMOVE
Security Alarm Registration Fee	Police Department	$25.00	No Change
Games of chance license fee	Varies based on games - set by NYS Gaming Commission	$25/$50/annually	REMOVE
Request for Hearing	For Violations and/or Water Bill Disputes	$50.00	No Change
Towing Company License Fee		$75.00	No Change
Taxi Licenses		$100/$200/$300	$300.00
Film Licenses	Negotiated with Mayor's Office based on public impacts	Varies	No Change

City of Beacon Fee Schedule (Proposed)

Escrow Fees (NO CHANGES PROPOSED)

All Subdivisions, and Residential Site Plan and SUP Applications

Number of Lots or Dwelling Units	Intial Deposit	Depleated to	Replenishment
One - Five	$3,000.00	$1,000.00	Current bills + $1,200
Six - Fifteen	$9,000.00	$2,500.00	Current bills + $1,200
Over Fifteen	$18,000.00	$5,000.00	Current bills + $6,000

Non-Residential Site Plan and SUP Applications

	Initial Deposit	Depleated to	Replenishment
Existing Buildings/Change of Use with no site development	$1,800.00	$1,000.00	Current bills + $600
Up to 3,000 s.f. gross floor area	$3,125.00	$1,000.00	Current bills + $1,200
3,000 - 10,000 s.f. gross floor area	$3000 + $0.50 per sq. ft. over 3,000	$2,500.00	Current bills + $3,000
Over 10,000 s.f. gross floor area	$9,000 + $0.50 per sq. ft. over 10,000	$2,500.00	Current bills + $3,000

Zoning

	Initial Deposit	Depleated to	Replenishment
Use Variance	$1,000.00	$500.00	Current bills + $500
Area Variance	$1,000.00	$500.00	Current bills + $500
Interpretation	$1,000.00	$500.00	Current bills + $500

Architectural Review or Certificate of Appropriateness

*if required by Chair	Initial Deposit	Depleated to	Replenishment
Single Family House*	$500.00	$250.00	Current bills + $250
All others*	$500.00	$250.00	Current bills + $250

City of Beacon City Council Agenda
12/08/2025

Title:

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

ATTACHMENTS

Draft Resolution Concerning an Amended Concept Plan Allowing Residential Use In Building 100 at 248 Tioronda Avenue

248 Tioronda Avenue Development Scenarios - Slide Deck

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

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

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. ___ OF 2025

DETERMINATION TO WAIVE REQUIREMENT OF PROVIDING COMMERCIAL SPACE FOR PROVISION OF ADDITIONAL HOUSING INCLUDING A SUBSTANTIAL NUMBER OF BELOW MARKET RATE UNITS

WHEREAS, Beacon 248 Holdings LLC owns the real property located at 248 Tioronda Avenue, Beacon, New York known and designated on the tax assessment map of the City as 6054-45-012574 (the "Site"), which received required land use approvals from the Planning Board as detailed herein; and

WHEREAS, on August 4, 2014, the City Council issued Concept Plan and Special Permit Approvals for the redevelopment of the Site for a 100-unit multifamily residential development; and

WHEREAS, on January 13, 2015, the Planning Board granted approvals for Subdivision (lot consolidation) and Site Plan for 100 residential units located in four residential buildings, a 1,200 SF clubhouse, and a swimming pool for use by residents only; and

WHEREAS, thereafter, the City Council amended the dimensional regulations for all development proposals involving a total lot area of more than three acres within an R1, RD, or Fishkill Creek Development zoning district, to require that the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, predevelopment very steep slopes of 25% or more as defined in § 223-63; and

WHEREAS, in 2017, the City Council amended the Zoning Code to, among other changes, require that development projects in the FCD include that a minimum of 25% of the total development's floor area shall be permitted nonresidential uses other than dwelling units or artist live/work spaces, which must be built out before or concurrently with the residential development of the site; and

WHEREAS, due to the changes to the City's Zoning Code, the Applicant was required to obtain amended site plan approval, which the Planning Board granted in April, 2020 for a reduced unit count of 64 residential units located in 2 buildings designated as Buildings 200 and 300 (of which 6 units would be workforce housing pursuant to the City's Below Market Rate ("BMR") unit zoning requirements set forth in Code Section 223.41.10) and an approximately 25,400 square foot non-residential building designated as Building 100; and

WHEREAS, prior to commencing constructions, the Applicant was advised by the City's Building Inspector by letter dated June 25, 2021 that its request to not build the non-residential building concurrently with the residential building was denied; and

WHEREAS, on June 29, 2021 the Applicant submitted an application to the ZBA seeking an area variance from the "concurrent construction" requirement of the Zoning Code, as the Applicant stated due to a change in market conditions arising from the pandemic, lenders would not provide construction financing to the Applicant for a project that had a non-residential component; and

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WHEREAS, by letter dated August 25, 2021, the City of Beacon Building Inspector David Buckley advised the Applicant that a Certificate of Occupancy could not be issued for the residential building unless the nonresidential portion of the building has had its foundation and exterior walls constructed; and

WHEREAS, by letter dated September 10, 2021, the Applicant withdrew its area variance request and construction on the project proceeded; and

WHEREAS, on November 9, 2021 the Planning Board approved an Amended Site Plan which was sought by the Applicant to eliminate the emergency access ramp to Wolcott Avenue and replace it with an emergency turn around north of Building 300, relocate the proposed Greenway Trail from the Wolcott Avenue ramp to the MTA right-of-way, relocate parking spaces and a stormwater retention basin, and modify Building 100 to reduce the height to two stories and expand the footprint; and

WHEREAS, the Applicant applied for a building permit for the construction of the foundation of the non-residential building in November 2023, which was then modified and amended in April 2024 and construction of the foundation occurred in July 2024 and no further work has occurred; and

WHEREAS, on May 14, 2024 the Planning Board approved a Second Amended Site Plan which was sought by the Applicant to again revise the location of the Greenway Trail, revise the approved Erosion and Sediment Control Plan and Landscape Plan, add low-height lighted bollards along the front of each building, revise the site plan in relation to refuse pick-up, add 10 EV charging stations and revise the sewer collection system; and

WHEREAS, the City Council adopted Local Law 9 of 2024 on September 9, 2024, which amended Section 223-41.14B of the Zoning Code to add "for good cause shown, the City Council may, upon imposition of such conditions as it deems appropriate, allow Certificates of Occupancy to be issued for dwelling units or artist live/work spaces prior to the nonresidential component being completed."; and

WHEREAS, by letter dated October 11, 2024, Beacon 248 Holdings LLC submitted an application requesting the Council authorize the issuance of a Certificate of Occupancy for the residential rental units in Buildings 200 and 300 prior to the completion of the project's nonresidential component (Building 100); and

WHEREAS, the City Council considered the Applicant's request at its workshop meetings on October 15, 2024, November 12, 2024 and November 25, 2024 and received public comments during various comment sessions at the Council's agenda meetings; and

WHEREAS, the City Council recognizes that while market conditions have changed since the zoning requirements for the Fishkill Creek Development District was amended in 2017 to add Section 223-41.14B, the Applicant has admittedly conceded that its marketing efforts could have been more robust and, to its credit, the Applicant has undertaken additional marketing efforts since it submitted its application to the Council, as explained in detail by its commercial real estate broker at the Council's November 12, 2024 workshop meeting; and

WHEREAS, the City Council recognizes that the residential units in buildings 200 and 300 are ready to be occupied and the fact that the nonresidential building has not been constructed is solely due to the decisions and actions of the Applicant and its failure to seek such relief earlier or to comply with the Zoning Code and conditions of site plan approval to construct the nonresidential building concurrently with the residential building and as interpreted by Building Inspector Buckley, complete the foundation

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and exterior walls of the building prior to applying for a Certificate of Occupancy for the residential structures; and

WHEREAS, the City Council recognizes that the Applicant has placed Council members in the middle of a dilemma where the Council seeks adherence to its Zoning Code and conditions of the Planning Board's approval, but recognizes the change in market conditions for non-residential construction and the
need for housing within the City of Beacon and the lower Hudson Valley and that 64 units of available housing, which includes 6 BMR units, should be made available for occupancy at the earliest opportunity; and

WHEREAS, notwithstanding that the Applicant does not come to the Council with "clean hands" the Council recognizes the greater interest of City residents in the addition of housing units and the benefit to the City tax roll by having this property placed in service and available for occupancy before the nonresidential component is constructed; and

WHEREAS, the City Council forewarns any other applicants in the Fishkill Creek Development District that the granting of this resolution is unique and not to be deemed as a precedent and is not to be relied on the in the future; and

WHEREAS, the City Council previously determined that good cause existed to grant the Applicant's request: (i) the placement of housing units on the market sooner than would otherwise occur; (ii) the receipt of significant property taxes sooner than would otherwise occur if the application were not granted; (iii) the Applicant's voluntary offer of placing two additional units as BMR units in perpetuity; and (iv) the other conditions as detailed below; and

WHEREAS, the City Council hereby granted the Applicant's request to waive the requirement of City Code Section 223-41.14B that the nonresidential building be constructed concurrently with the two residential buildings and hereby authorizes the Building Inspector to issue Certificates of Occupancy for the residential units despite the nonresidential not being constructed concurrently, when the Building Inspector determines all conditions of this Resolution have been satisfied; and

WHEREAS, the Applicant has demonstrated to the satisfaction of the City Council that it is not feasible to construct Building 100 as commercial space; and

WHEREAS, the Applicant presented the City Council with alternative build out of Building 100 as residential space, which included a single building consisting of 56 units with 15 % being below market rate units ("BMR") or 2 buildings containing 136 units (with 20% being BMR units); and

WEHREAS, City Code Section 223-41.14(B) provides that "Less nonresidential square footage may be granted by the City Council for the voluntary and guaranteed inclusion in the project of desirable environmental, transportation, or other substantial public benefits which would not otherwise be required of the project, as determined at the sole discretion of the City Council as part of the concept plan approval."

NOW, THEREFORE, BE IT RESOLVED, that the City Council determines that 1) the requirement to construct Building 100 as a commercial building is waived; and 2) the providing of 136 additional residential units of which 27 units will be BMR units is a substantial public benefit; and

BE IT FURTHER RESOLVED, that the Applicant is directed to submit a Concept Plan for 2 buildings containing 136 residential units (which includes 27 BMR units) in substantially the same

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design as Buildings 200 and 300 for review by the City Council, referral to the City of Beacon and Dutchess County Planning Boards and discussion at a public hearing; and

BE IT FURTHER RESOLVED, that the Applicant's obligation to construct commercial space on the property is only waived upon completion of the 136 units of residential units, or such number of units approved by the City Council's Concept Plan.

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

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248 Tioronda Avenue

As Built

Building 100

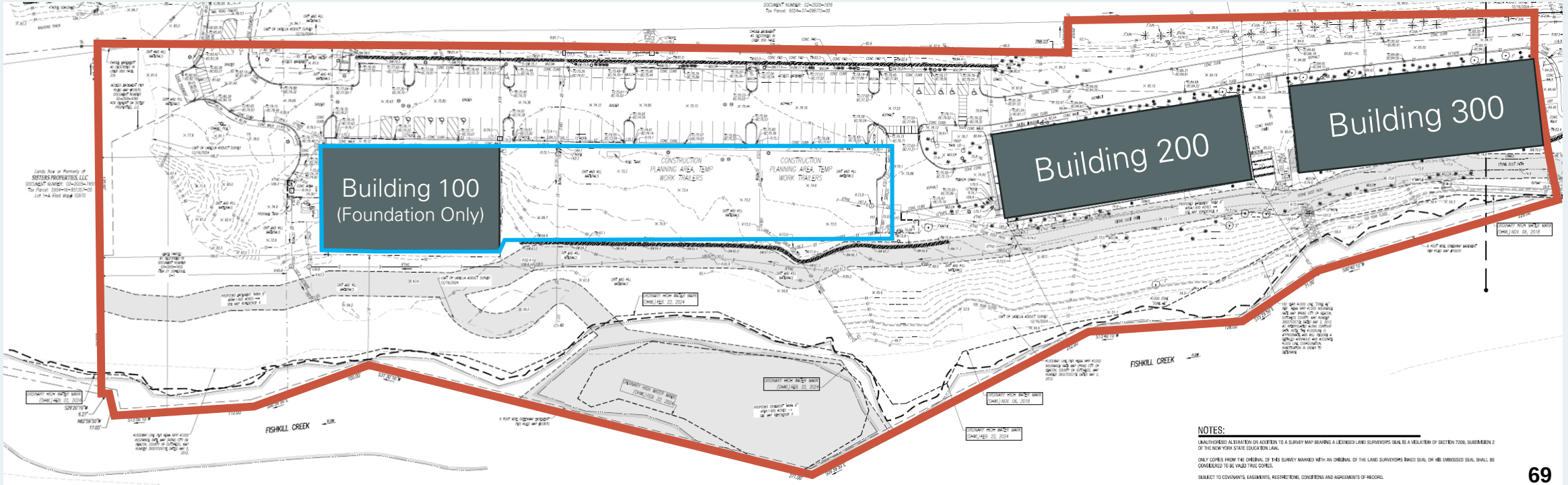
- Only foundation pad constructed
- Approved 2-story commercial
- Potential construction area outlined in blue

Buildings 200 and 300

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

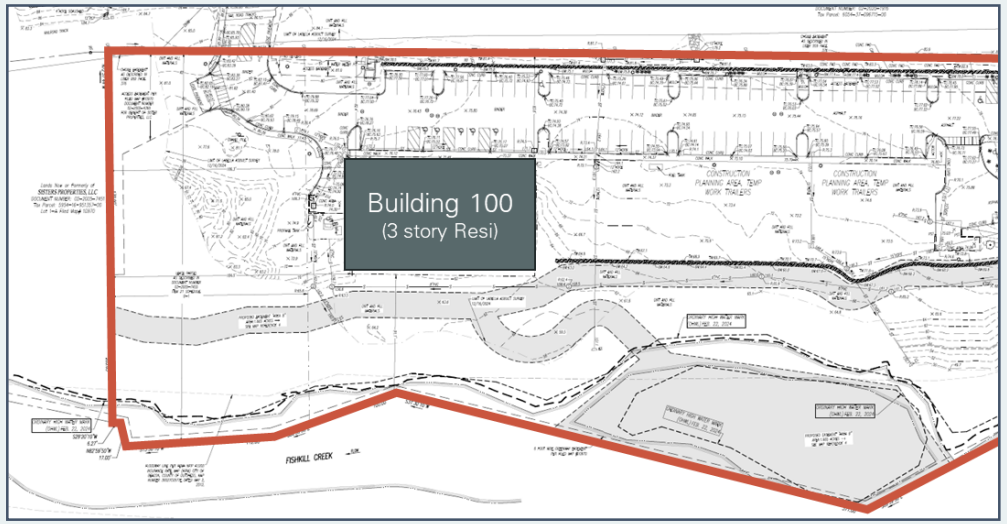
Total Parking On-Site

- 184 Spaces, plus 31 Land-Banked Spaces



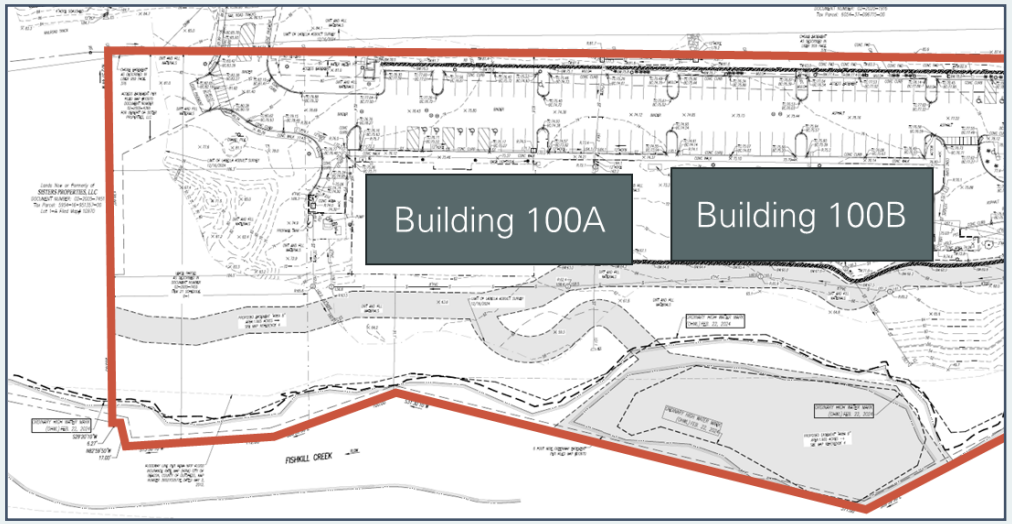
Low End

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



High End

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



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MEMORANDUM

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

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

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

DATE: **November 21, 2025**

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

CITY COUNCIL REVIEW OF THE CONCEPT PLAN

In connection with revisions to an approved FCD concept plan, § 223-41.13.F(4) provides that: "After approval, any proposed revisions shall be submitted to the City Council. The City Council, in its discretion, shall determine the appropriate procedures for consideration of the proposed revisions, and whether such revision is material enough to require further environmental analysis, further project review and/or a further hearing, as it may deem appropriate."

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

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

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

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

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

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

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

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

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

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

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

Fishkill Creek development design standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) For finish building materials, traditional brick is recommended with secondary elements of cement-based stucco, stone, smooth-finished fiber-cement siding, metal, or other material deemed acceptable by the Planning Board. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic stone or brick, synthetic stucco, exterior insulation and finishing system (EIFS), or direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.

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

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

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

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

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

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

(b) The Planning Board may require street trees, buffer landscaping, fencing or screening to separate land uses and to screen parking lots or structures, utility buildings, refuse collection areas, cooling systems and other similar installations and features.

(c) All plants, trees and shrubs shall be installed in accordance with a planting schedule provided by the developer and approved by the Planning Board. Landscape materials selected shall emphasize native species, not include invasive species, and shall be appropriate to the growing conditions of the environment and this climatic zone.

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

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

(a) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in parking lots shall be a maximum of 20 feet high.

(b) All exterior lighting shall comply with the standards in § 223-14B.

(8) Signage.

(a) All signs shall be planned and designed in accordance with an overall comprehensive signage plan, which shall be subject to Planning Board review and approval as part of site plan review process.

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

(9) Vehicle, bicycle and pedestrian circulation system and traffic access. The rights-of-way and pavement widths for all internal streets, drives, walks or other accessways for vehicles, bicycles and/or pedestrians shall be determined on the basis of sound current planning and engineering standards, which shall accommodate projected demand but minimize impervious surface to the maximum extent practicable and be narrow enough to slow traffic speeds. Commercial uses should be pedestrian oriented and assist in building walkable streets and a connection to downtown Beacon.

(10) Public access for greenway trails.

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

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

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

(11) Off-street parking and loading.

(a) General parking requirements.

[1] Off-street parking and loading areas shall be designed with careful regard to their relation to the uses served. They shall be coordinated with the public street system serving the project in order to avoid conflicts with through traffic or obstruction to pedestrian walks.

[2] Parking and loading facilities not enclosed in structures shall be suitably landscaped and/or screened as determined appropriate by the Planning Board. Off-street parking shall be located toward the rear or side of the site, under the ground floor of buildings, and/or screened from public views by approved landscaping or architectural elements.

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

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

(12) Utilities and services.

(a) Underground lines. All on-site television, power and communication lines, as well as all on-site water, sewer and storm drainage lines, shall be installed underground in the manner prescribed by the regulations of the government agency or utility company having jurisdiction. Any utility equipment to be necessarily located above ground shall be adequately screened from view in an attractive manner.

(b) Approval of appropriate jurisdictions. All buildings within Fishkill Creek development projects shall be served by water supply, sanitary sewage and stormwater drainage systems as approved by the appropriate government agency or agencies having jurisdiction thereof. Stormwater drainage shall minimize siltation and nonpoint

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

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

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

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

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

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

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

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

(15) Fishkill Creek vegetative buffer.

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

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

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

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

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

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

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

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



Tuck Industries
Historical Aerial



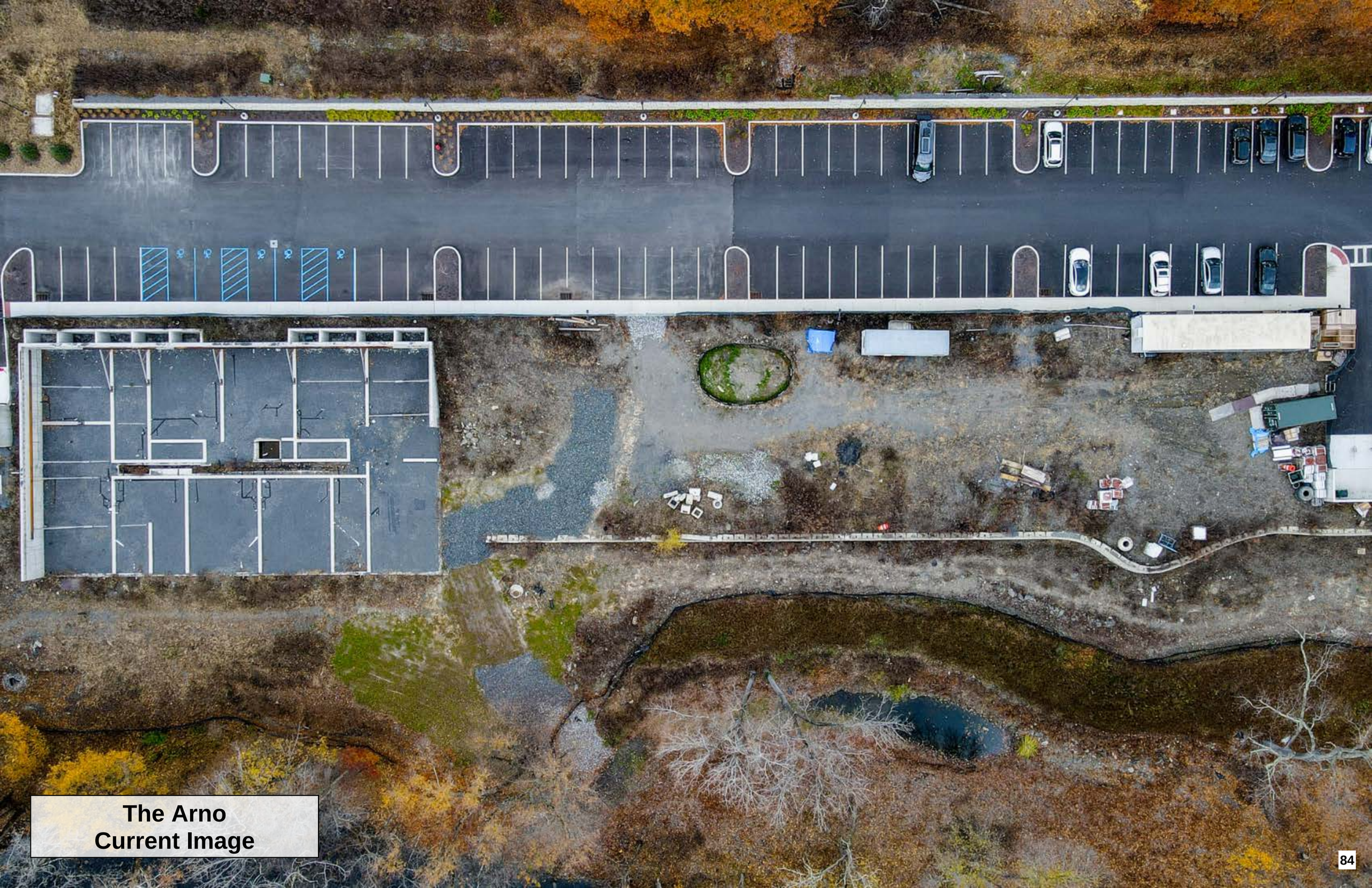
Tuck Industries
Historical Image - 1



Tuck Industries
Historical Image - 2

The Arno
Current Image

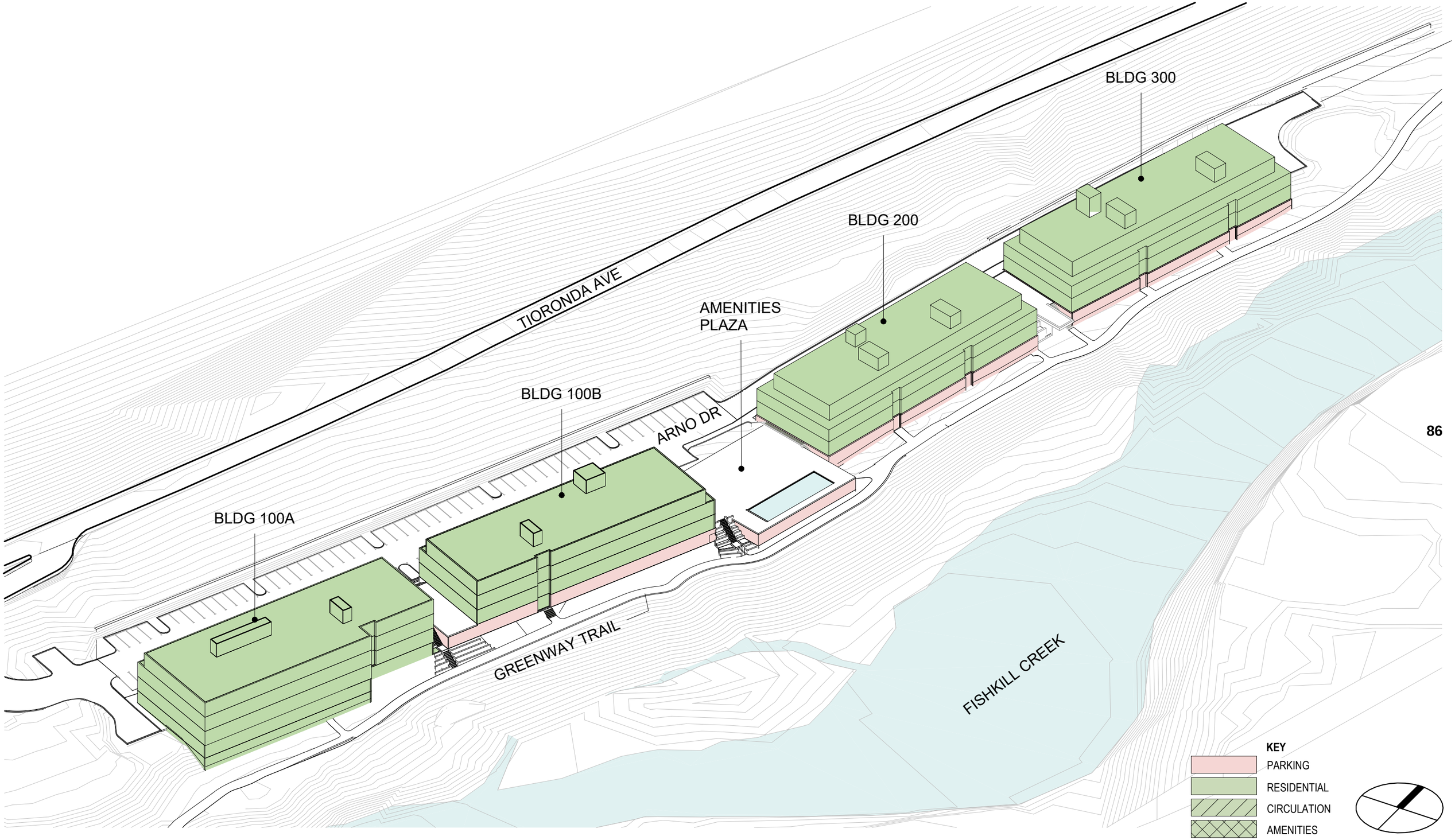
The Arno
Current Image



The Arno
Current Image



The Arno
Current Image



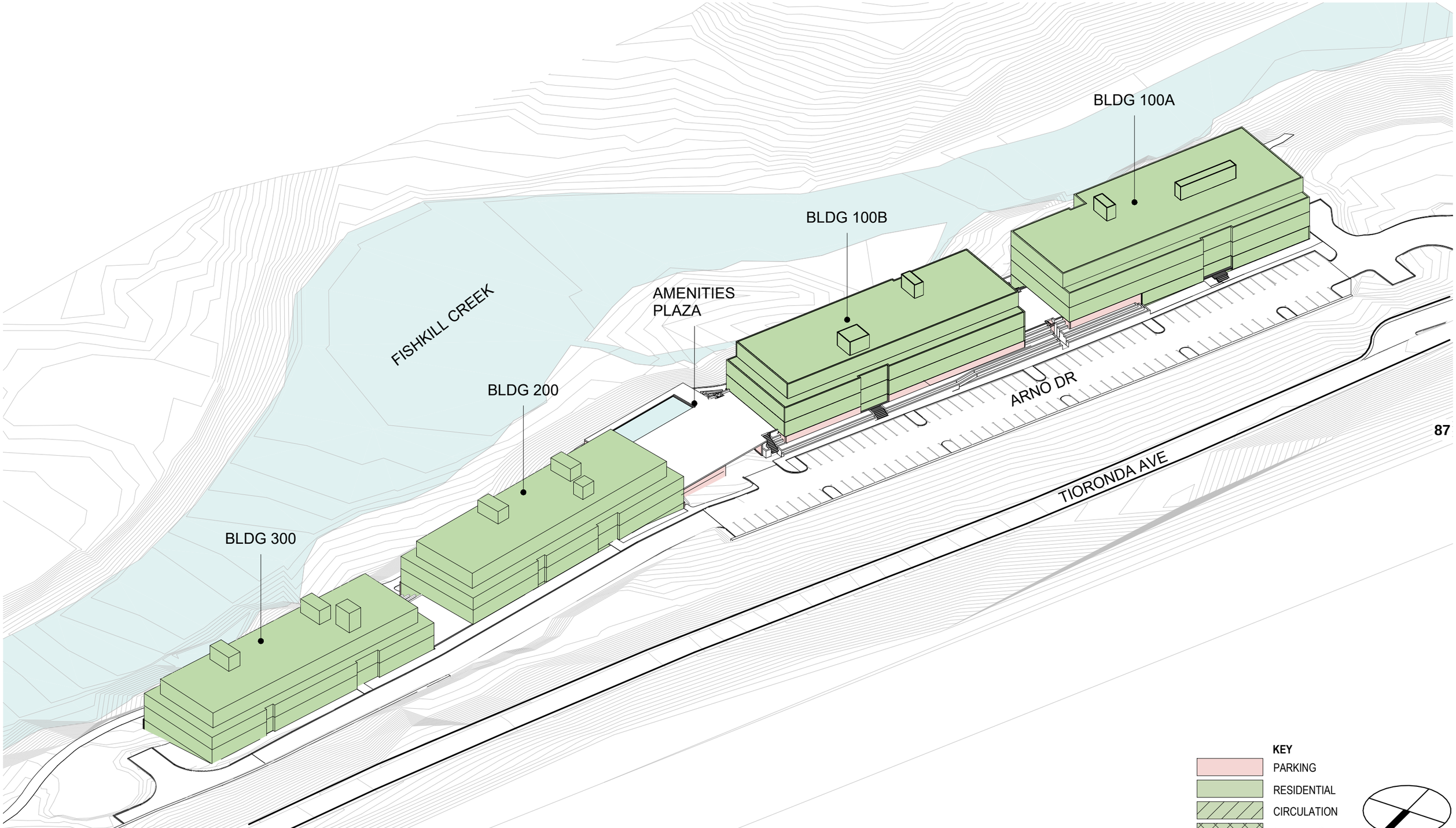
MASSING DIAGRAM - SE

248 TIORONDA AVE

BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

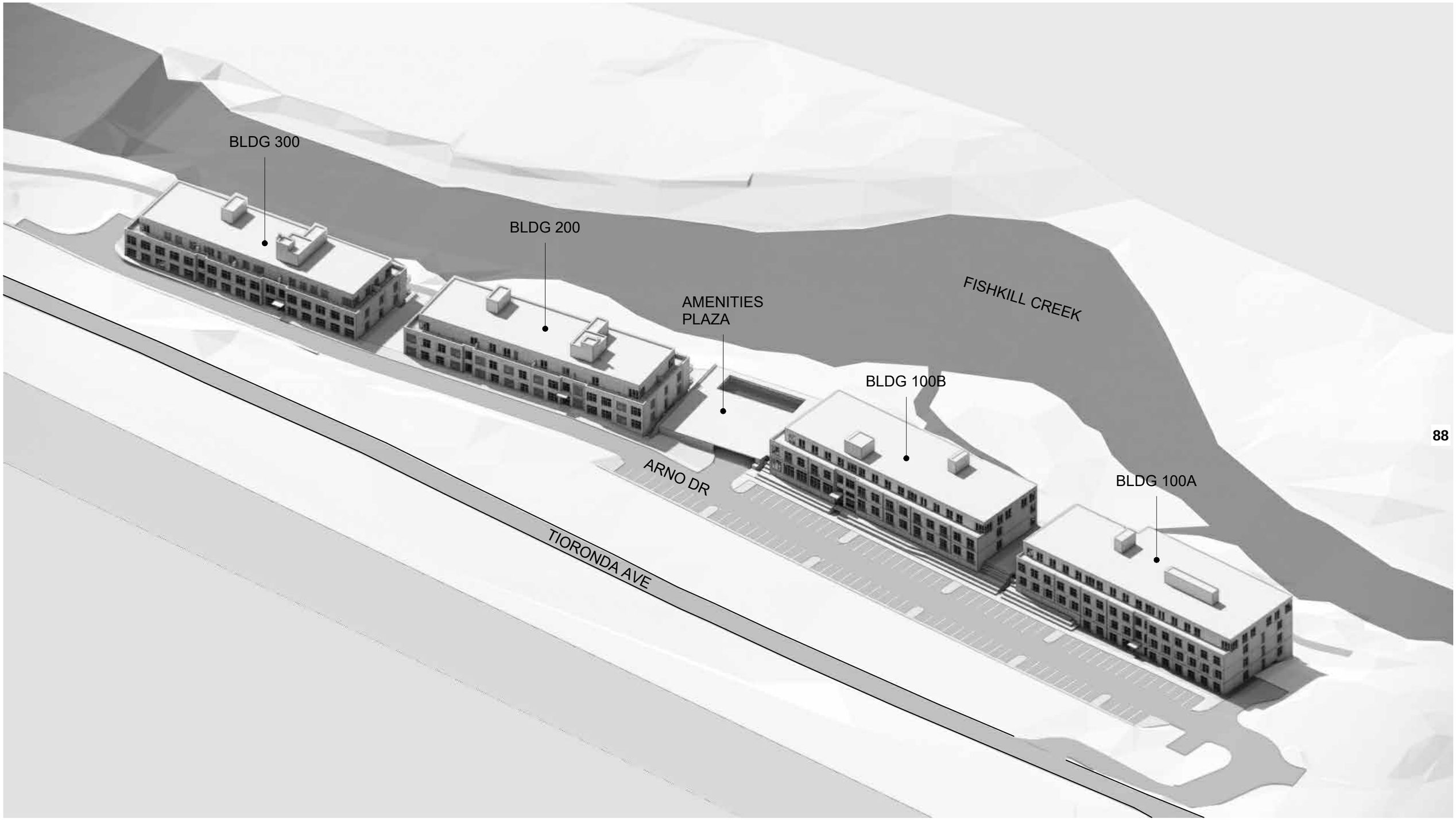


MASSING DIAGRAM - NW

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

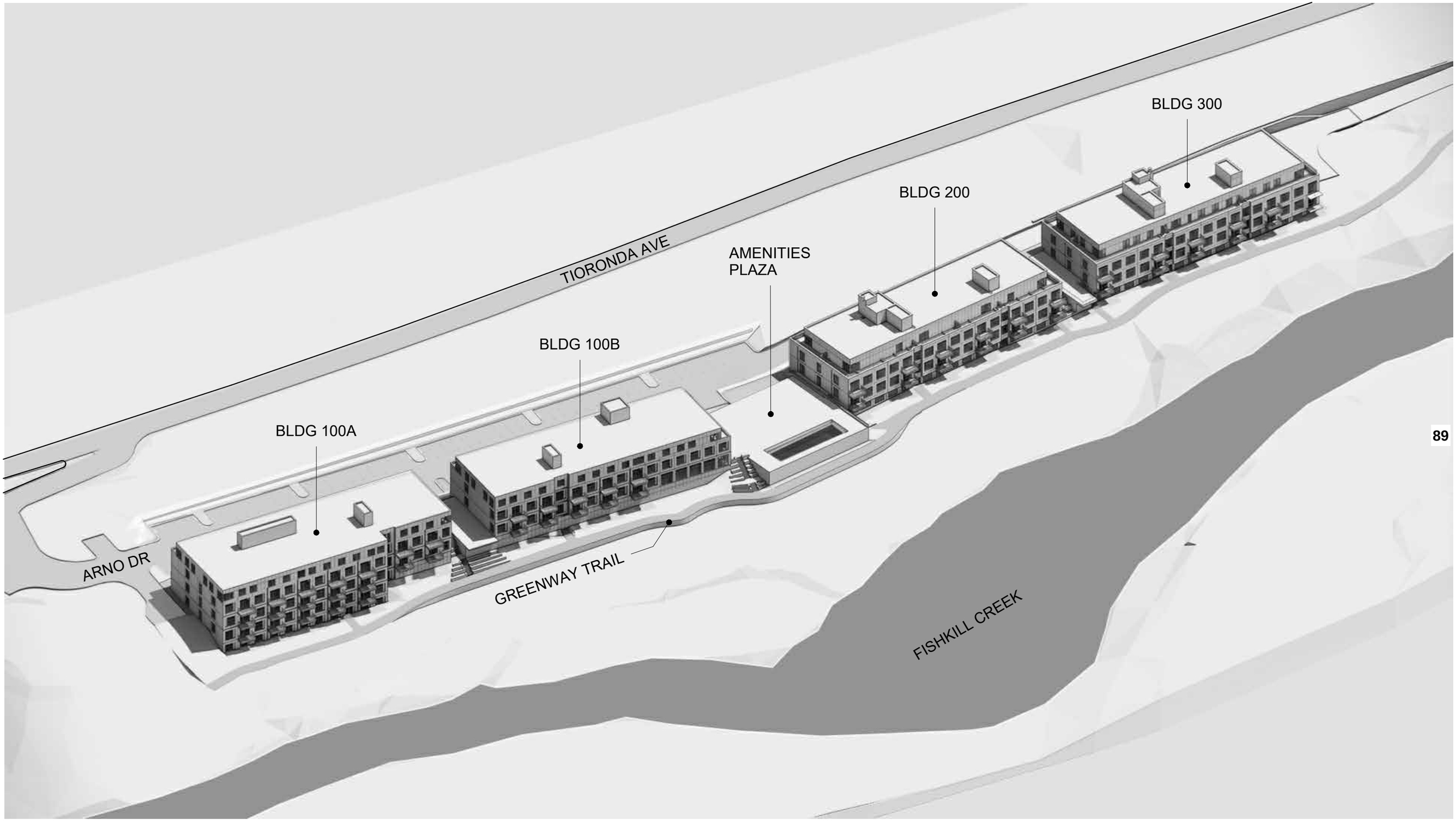


AERIAL VIEW - SW

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

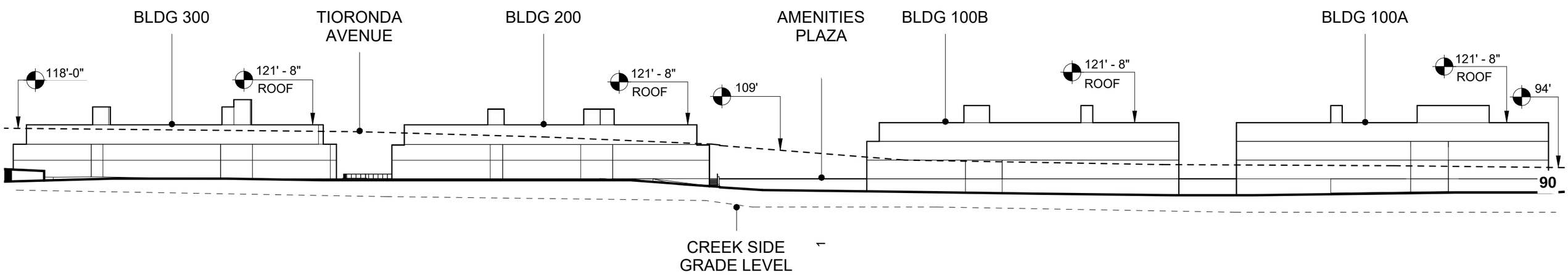


AERIAL VIEW - SE

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten



1 WESTERN ELEVATION

1" = 60'-0"

ELEVATIONS

248 TIORONDA AVE

BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten



The Arno - Proposed Street View Elevation

PERSPECTIVE - NW

248 TIORONDA AVE
BUILDINGS 100A - 100B

SCHEMATIC CONCEPT DESIGN

ab architekten

City of Beacon City Council Agenda
12/08/2025

Title:

Discussion of Special Use Permit Extension Request for 15-30 Edgewater Place

ATTACHMENTS

Applicant Letter Concerning a Special Use Permit Extension Request for 15-30 Edgewater Place

Applicant Letter Concerning a Special Use Permit Extension Request for 15-30 Edgewater Place - Supplemental Submission

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Taylor M. Palmer
tpalmer@cuddyfeder.com

November 26, 2025

VIA E-MAIL
Hon. Lee Kyriacou, Mayor
& Members of the City Council
City of Beacon
One Municipal Plaza
Beacon, New York 12508

Re: Edgewater – Request for Two (2) Year Extension of Special Use Permit Approval
Scenic Beacon Developments, LLC
Premises: 15-30 Edgewater Place, Beacon, New York 12508

Dear Mayor Kyriacou and Members of the City Council:

We are writing on behalf Scenic Beacon Developments, LLC (the "Applicant"), the owner of the above-referenced Premises, to request a two (2)-year extension (or four (4) six (6)-month extensions) of the City Council's Resolution Granting a Special Use Permit, dated August 6, 2018 (the "Special Permit Resolution") and last extended at the City Council's January 22, 2025 meeting extending the time to complete construction to January 14, 2027. *See* **Exhibit A** – Special Permit Resolution.[1]

Pursuant to Condition No. 7.b on page 5 of the Special Permit Resolution, ". . . the special permit shall expire if all required improvements are not made within two (2) years from the date of issuance of the Building Permit." The Applicant received its initial building permit, Building Permit No. 2022-0038, on January 14, 2022, which issuance commenced the two (2) year clock under the Special Permit Resolution to complete the required improvements. The Applicant previously secured an extension of time from the City Council, which extended this timeframe from January 14, 2024 to January 14, 2026. *See* **Exhibit C** – Recent Special Permit Extension Resolution.[2]

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[1] *See* **Exhibit A**, Condition 8 at Page 5, which provides for extensions of the Special Permit Resolution. Special Permit Resolution Condition No. 7.a-b establishes two (2) expiration periods, the first providing the Applicant with one (1) year to file a Building Permit Application and the second providing the Applicant with two (2) years from the issuance of a Building Permit to complete the required improvements. As this Council may recall, it previously granted the Applicant extensions of time to file a Building Permit Application, which extended the Special Use Permit from August 6, 2019 to August 6, 2020. *See* **Exhibit B** — City Council Resolutions dated August 19, 2019 and February 18, 2020. The Applicant filed a Building Permit Application with the City's Building Department on August 6, 2020, thereby satisfying Condition 7.a. The instant request relates to the second expiration period established in Condition 7.b.

[2] City Council Resolution No. 22 of 2024.

It is our understanding that the phrase "required improvements" references not only the improvements authorized by a specific permit, but the improvements contemplated by the entire project. As such, the Applicant has previously and continues (via this letter) to request extensions of the Special Use Permit Resolution to complete the entire project. The project's improvements have been and are currently authorized to be built out through several building permits. A full accounting of those permits is included below.

In accordance with Section 223-18.F(2)(b) of the City of Beacon Zoning Code, and Condition No. 8 on page 5 of the Special Permit Resolution, " . . . the City Council may grant one (1) or more extensions of up to six (6) months each, to . . . (b) complete construction of the improvements, upon a finding that an applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the project."

As you are aware, the Edgewater project has been under construction for over three (3) years during which time Phase I of the two (2)-phase project has been completed and Phase II is now well underway. In the past three (3) years, the Applicant has spent considerable time and money in furtherance of the development of the project, which work includes an internal lot subdivision; the demolition of the-then existing buildings on the Premises; expansive site work to fully plant and stabilize the Premises; installation of major sewer and water lines and retention basins throughout the Premises and the construction and occupation of four (4) of the eight (8) buildings on the site, which four (4) buildings comprised Phase I of the project.

This work and subsequent occupation of the Phase I buildings have been authorized and overseen by the City's Building Department, via the following permits and certificates and through various inspections:

- Building No. 5 (Residential Units) – Construction work authorized pursuant to Building Permit No. 2022-0189. Certificate of Occupancy ("CO") issued July 5, 2024 as Certificate No. 2022-0189.

- Building No. 6 (Residential Units) – Construction work authorized pursuant to Building Permit No. 2022-0038 issued on January 14, 2022. CO issued May 1, 2024 as Certificate No. 2022-0038.

- Building No. 7 (Residential Units) – Construction work authorized pursuant to Building Permit No. 2022-0197 issued July 27, 2022. CO issued December 23, 2024 as Certificate No. 2022-0197.

- Building No. 8 (Tenant Amenity Space) – Construction work authorized pursuant to Building Permit No. 2023-0069 issued March 7, 2023. TCO issued February 13, 2025, and final CO issued November 25, 2025 as Certificate No. 2023-0069-1.

The Applicant is pleased to share with the Council that the Phase II work has begun and is now well underway. This ongoing work has been authorized and overseen by the City's Building Department, via the following permits:

- Building 4 (Residential Units) – Construction work authorized pursuant to Building Permit No. 2025-0359 issued August 24, 2025 and Building (Foundation) Permit No. 2024-0516 issued December 19, 2024. Construction work is ongoing.
- Building 3 (Residential Units) – Construction work authorized pursuant to Building (Foundation) Permit No. 2025-0010 issued January 10, 2025. Construction work is ongoing. The Applicant anticipates receiving a Building Permit for the remaining construction work in short order.
- Building 2 (Residential Units) – Construction work authorized pursuant to Building (Foundation) Permit No. 2025-0446 issued October 6, 2025. Construction work is ongoing.

Provided the Applicant's diligent efforts and the ongoing construction at the Premises to fully complete the construction of the Edgewater project, the Applicant respectfully requests a two (2) year extension (or four (4) six (6) month extensions) of the Special Permit Resolution until January 14, 2028. This request for extension is timely as the Approval Resolution is not set to expire until January 14, 2026.

We would note in further support of this request that there are no changes proposed to the parameters of the Edgewater project, nor have there been any material changes to the facts and circumstances that existed when the Special Use Permit Resolutions was adopted.

We respectfully request that you please place this extension request on the next City Council's Workshop Agenda for consideration of the Applicant's request for a two (2) year extension. In the meantime, if the Council or City staff have any questions or comments with regard to the foregoing, please do not hesitate to contact me.

Thank you in advance for your consideration of this matter.

Very truly yours,

Taylor M. Palmer

Enclosures

cc: Christopher White, City Administrator
Nicholas Ward-Willis, Esq. City Attorney

EXHIBIT A

CITY OF BEACON
CITY COUNCIL

Resolution No. 116 of 2018

RESOLUTION GRANTING A SPECIAL USE PERMIT FOR EDGEWATER (22 EDGEWATER PLACE)

WHEREAS, Scenic Beacon Developments, LLC (the "Applicant") submitted an application for a Special Use Permit to construct multifamily housing on property located and collectively known as 22 Edgewater Place, located in the RD-1.7 Zoning District. Said premise being known and designated on the City Tax Map as Parcel IDs **5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979**; and

WHEREAS, the City Council is the approval authority for the Special Use Permit pursuant to City of Beacon Zoning Code §223-18; and

WHEREAS, the Special Use Permit application was submitted by the Applicant in conjunction with its application for Preliminary and Final Subdivision Plat approvals (lot merger) and Site Plan approval for the construction of seven (7) apartment buildings originally containing a total of 307 units (413 bedrooms) following the demolition of two existing structures and the merger of four lots into a single 12-acre parcel, along with associated infrastructure including but not limited to landscaping, stormwater management facilities, lighting, off-street parking areas, and retaining walls; and (the "Project" or "Proposed Action"); and

WHEREAS, the Subdivision is shown on the drawing, entitled, "Lot Consolidation Map Prepared for Weber Projects LLC," dated March 6, 2017, prepared by TEC Land Surveying; and

WHEREAS, the Site Plan is shown on the drawings entitled, "Site Plan Edgewater," Sheets 1-15, dated January 31, 2017, last revised June 26, 2018, prepared by Aryeh Siegal, Architect; and

WHEREAS, the original Proposed Action was a Type I action pursuant to the New York State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, the Planning Board, as Lead Agency, opened a public hearing to consider comments regarding any environmental impacts of the Proposed Action on May 9, 2017 and continued the hearing to July 11, 2017, August 8, 2017, September 12, 2017, October 12, 2017, November 14, 2017 and December 12, 2017, at which time the (SEQRA)

public hearing was closed; and

WHEREAS, after taking a "hard look" at each of the relevant areas of environmental concern through review of the Environmental Assessment Form and all associated materials prepared in connection with the Proposed Action, the Planning Board adopted a Negative Declaration on December 12, 2017; and

WHEREAS, the Planning Board determined that the Proposed Project is entirely consistent with the Local Waterfront Revitalization Program ("LWRP") policies which apply to the Project; and

WHEREAS, on January 17, 2018, the Zoning Board of Appeals opened and closed a public hearing on the Applicant's variance application to (1) allow three proposed buildings to have 5 stories where the maximum building height is 4.5 stories pursuant to City Code § 223-17.C/223 Attachment 1:6; (2) allow four proposed buildings to exceed 36 units where the maximum number of dwelling units per building is 36 units pursuant to the City Code § 223-17.C/223 Attachment 1:6; and (3) allow less than 30 feet between buildings where the minimum distance between buildings on the same lot is 30 feet pursuant to City Code § 223-17.C/223 Attachment 1:6; and

WHEREAS, on January 17, 2018, the Zoning Board of Appeals granted the Applicant's variance requests, with conditions; and

WHEREAS, on May 21, 2018, the City Council adopted Law No. 9-2018 which amended the calculation of lot area per dwelling unit in the R1, RD and Fishkill Creek Development Districts;

WHEREAS, Local Law No. 9-2018 provides that for all development proposals involving a total lot area of more than three acres within the R1, RD and Fishkill Creek Development Districts, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, pre-development very steep slopes of 25 percent or more; and

WHEREAS, application of Local Law No. 9-2018 resulted in a total area of 110,533 square feet being deducted prior to determining the net buildable area for the Project.

WHEREAS, on June 12, 2018 the Beacon Planning Board received a revised set of plans for the Project which included revisions to the Site Plan, in part to comply with Local Law No. 9-2018; and

WHEREAS, the revisions to the Project include but are not limited to a reduction in the total number of proposed dwelling units from 307 units (413 bedrooms) to 246 units (350 bedrooms) which is a reduction of 61 units or approximately 20%, a reduction in the number of parking spaces by approximately 15%, reduction in water usage by 15%, a reduction in school age children by 13%, a reduction in the amount of impervious surface coverage, while increasing the area to remain as green space and not developed and

providing approximately 140 feet of additional walkways on the west side of the Property facing the Hudson River, beyond what was originally proposed ("Amended Project" or "Amended Proposed Action"); and

WHEREAS, the Project will provide twenty five (25) Below Market Rate Housing as per the City Code; and

WHEREAS, the Amended Project is no longer a Type I action because it was amended to include 246 total dwelling units which falls below the threshold for Type I actions; and

WHEREAS, the Amended Project is therefore an Unlisted Action pursuant to SEQRA; and

WHEREAS, based upon a review of the Updated Parts 1 and 2 of the Full EAF and all other application materials that were submitted in support of the Proposed Action and the Amended Proposed Action, along with reports from City staff and consultants, information from involved and interested agencies, and information from the public, the Planning Board adopted an Amended Negative Declaration on July 10, 2018 and determined that the Amended Proposed Action will not have any significant adverse impacts upon the environment; and

WHEREAS, on July 10, 2018 the Planning Board also determined that the Amended Project is entirely consistent with the Local Waterfront Revitalization Program ("LWRP") policies which apply to the Amended Project; and

WHEREAS, on July 16, 2018, the City Council opened a public hearing on the Special Use Permit application in connection with the Amended Project, at which time all interested persons were given the opportunity to be heard and the public hearing was closed on July 16, 2018; and

WHEREAS, the City Council has reviewed the application for a Special Use Permit against the standards for a Special Use Permit set forth in the City of Beacon Zoning Code Sections 223-18 and finds the proposal complies with this section of the Zoning Law, as set forth below.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby finds pursuant to Sections 223-18 of the City Zoning Code:

1. The location and size of the use, the nature and intensity of the operations involved in or conducted in connection with it, the size of the site in relation to it and the location of the site with respect to streets giving access to it are such that it will be in harmony with the appropriate and orderly development of the district in which it is located.

2. The project is within walking distance of the Beacon Train Station and will provide economic benefits of pedestrian traffic to Main Street, while not significantly increasing vehicular impacts on City streets.

3. The Project includes a balanced mix of housing types and sizes, including 25 below-market-rate units in accordance with the City's Affordable Workforce Housing Law.

4. The location, nature and height of buildings, walls and fences and the nature and extent of the landscaping on the site are such that the use will not hinder or discourage the appropriate development use of adjacent land and buildings.

5. Operations in connection with any special use will not be more objectionable to nearby properties by reason of noise, fumes, vibration or other characteristic than would be the operations of any permitted use, not requiring a special permit.

6. The proposed Amended Project is compatible with other multifamily developments in the surrounding neighborhood, which include the existing Tompkins Terrace and Colonial Springs residential developments.

7. Parking areas will be of adequate size for the particular use and property located and suitably screened from the adjoining residential uses, and the entrance and exit drives shall be laid out so as to achieve maximum safety.

BE IT FURTHER RESOLVED, that the City Council grants a Special Use Permit to Scenic Beacon Developments, LLC to construct 246 units of multifamily housing on property located and collectively known as 22 Edgewater Place, located in the RD-1.7 Zoning District, and designated on the City Tax Map as Parcel IDs 5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979, upon the following conditions:

1. Prior to the issuance of a Building Permit, the Applicant shall obtain Subdivision and Site Plan approval from the City of Beacon Planning Board.

2. No permits shall be issued until the Applicant has paid to the City all applicable fees and professional review fees incurred in connection with review of this Application.

3. Any increase to the total number of units above 246 or bedrooms above 350 on the Property shall require an application to the City Council and the Planning Board to amend the Special Permit and Site Plan, respectively.

4. The Applicant has agreed that the trail depicted on the western side of the property which connects to Tompkins Terrace to the North and is generally adjacent to the Bluff as depicted on the Amended Site Plan and the sidewalks south of Building 5 and along the Branch Street entry that connect to Bank Street (the "Connection Trail")are open to the public, dawn to dusk, weather dependent, and that such trail may be connected, at the City's sole cost and expense, in the future to the City's proposed Greenway Trail to the west along the Metro North property (the "Greenway Trail"). Regulations regarding public

use of the Connection Trail will be determined during Site Plan review. The specific location of the connection between the Greenway Trail and the Connection Trail cannot presently be identified by the City. Therefore, the Amended Site Plan shall be designed to accommodate a pedestrian connection to the Metro-North northern parking lot immediately to the west or any proposed development on such property (City Tax Map as Parcel IDs 5954-25-549980 and 5954-33-549777), and thereby also more directly connect to Train Station and any future northern extension of the Hudson River Greenway Trail through the Metro-North parking area. The Subdivision shall contain language satisfactory to the City Attorney offering for dedication to the City an easement, without a legal description, to locate, construct and maintain said Greenway Trail connection.

5. A copy of this Resolution shall be attached to the Certificate of Occupancy.

6. As used herein, the term "Applicant" shall include its heirs, successors and assigns.

7. In accordance with Section 223-18.F(1)(b)(2) of the Zoning Law, this Special Permit approval authorizes only the particular use specified in the permit and shall expire if:

   a. A bona fide application for a Building Permit is not filed within one (1) year of the issuances of this Special Permit approval; or

   b. If all required improvements are not made within two (2) years from the date of issuance of the Building Permit; or

   c. If said use ceases for more than six (6) months for any reason.

8. In accordance with Section 223-18.F(2) of the Zoning Law, the City Council may grant one (1) or more extensions of up to six (6) months each, to (a) complete the conditions of approval for the special permit use, upon a finding that the applicant is working toward completion of such conditions with due diligence and has offered a reasonable explanation of its inability to complete such improvements and file a bona fide application for a building permit, and (b) to complete construction of the improvements, upon a finding that the Applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the Project. The City Council may impose such conditions as it deems appropriate upon the grant of any extension. The granting of an extension of time shall not require a public hearing.

9. The Building Inspector may revoke this Special Permit approval where it is found that the use of the premises does not conform with the limitations and conditions contained in the Special Permit approval.

10. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.

11. The approvals granted by this resolution do not supersede the authority of any other entity.

Dated: August 6, 2018

Resolution No. 116 of 2018 **Date: August 6, 2018**

☐ **Amendments** ☐ **2/3 Required.**

☐ **Not on roll call.** ☐ **On roll call** ☐ **3/4 Required**

Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson	x				
		Jodi McCredo		x			
x		**George Mansfield**	x				
		Lee Kyriacou	x				
	x	**John Rembert**		x			
		Amber Grant					x
		Mayor Randy J. Casale	x				
		Motion Carried	x				

Received In the Office of the City Clerk
August 7, 2018

EXHIBIT B

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 115 OF 2019

GRANTING A SPECIAL USE PERMIT EXTENSION FOR EDGEWATER (22 EDGEWATER PLACE)

WHEREAS, on August 6, 2018 the City of Beacon City Council granted a Special Use Permit to **Scenic Beacon Developments, LLC** (the "Applicant") to construct 246 units of multifamily housing on property located and collectively known as 22 Edgewater Place, located in the RD-1.7 Zoning District (the "Special Permit Resolution"). Said premise being known and designated on the City Tax Map as Pace IDs **5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979**; and

WHEREAS, pursuant to Section 223-18.F(1) of the City of Beacon Zoning Code and Condition #7 of the Special Permit Resolution, the Special Permit shall expire if, among other, things a bona fide application for a Building Permit is not filed within (1) year of the issuance of the Special Use Permit; and

WHEREAS, as of the date of this Resolution, the Applicant has not filed a bona fide application for a Building Permit; and

WHEREAS, the Applicant's request was timely, as one (1) year had not elapsed since the date of the August 6, 2018 Special Permit Resolution; and

WHEREAS, the City Council is in receipt of a letter from Michael A. Bodendorf, P.E., dated July 26, 2019, requesting two (2) six (6) month extensions of the City Council's Resolution Granting a Special Use Permit, dated August 6, 2018; and

WHEREAS, in accordance with Section 223-F(2) of the City of Beacon Zoning Code and Condition #8 of the Special Permit Resolution, the City Council may grant one (1) or more extensions of up to six (6) months each, to "(a) complete the conditions of approval for the special permit use, upon a finding that the applicant is working toward completion of such conditions with due diligence and has offered a reasonable explanation of its inability to complete such improvements and file a bona fide application for a building permit;" and

WHEREAS, Mr. Bodendorf explained in his letter that the Applicant has been working diligently with the project consultants, City Staff and the Dutchess County Department of Behavior and Community Health in order to satisfy each of the conditions in the Special Permit Resolution, as well as those conditions provided in the January 17, 2018 Zoning Board of Appeals Resolution and the Planning Board's Site Plan and Subdivision Approval Resolution adopted on September 11, 2018. These conditions must be satisfied as a prerequisite to the Final Subdivision Plat being signed by the Planning Board Chairman and subsequently recorded in the Dutchess County Clerk's Office; and

WHEREAS, the Applicant appeared at the Council's August 5, 2019 Work Session meeting and answered questions from the Council and the Council discussed that granting two (2) six (6) month extensions was not warranted.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Beacon hereby finds that the Applicant has offered a reasonable explanation why it has not been able to apply for a building permit and grants one (1) six (6) month extension of the City Council's Resolution Granting a Special Use Permit, dated August 6, 2018 for property located at 22 Edgewater Place to expire on February 6, 2020.

BE IT FURTHER RESOLVED, except as specifically modified by the amendment contained herein, the Special Permit Resolution dated August 6, 2018 is otherwise to remain in full force and effect.

Dated: August 19, 2019

Resolution No. 115 of 2019			Date: August 19, 2019				
☐ Amendments						☐ 2/3 Required.	
☐ Not on roll call.			☐ On roll call			☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson	x				
		Jodi McCredo	x				
x		**George Mansfield**	x				
		Lee Kyriacou	x				
		John Rembert	x				
	x	**Amber Grant**	x				
		Mayor Randy J. Casale	x				
		Motion Carried	x				

Received in the Office of the City Clerk August 20, 2019

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 48 OF 2020

GRANTING A SPECIAL USE PERMIT EXTENSION FOR EDGEWATER (22 EDGEWATER PLACE)

5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979

WHEREAS, on August 6, 2018 the City of Beacon City Council granted a Special Use Permit to **Scenic Beacon Developments, LLC** (the "Applicant") to construct 246 units of multifamily housing on property located and collectively known as 22 Edgewater Place, located in the RD-1.7 Zoning District (the "Special Permit Resolution"). Said premise being known and designated on the City Tax Map as Pace IDs **5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979**; and

WHEREAS, pursuant to Section 223-18.F(1) of the City of Beacon Zoning Code and Condition #7 of the Special Permit Resolution, the Special Permit shall expire if, among other, things a bona fide application for a Building Permit is not filed within (1) year of the issuance of the Special Use Permit; and

WHEREAS, on August 19, 2019, the City Council granted one (1) six (6) month extension of the City Council's Resolution Granting A Special Use Permit, dated August 6, 2018 for property located at 22 Edgewater Place to expire on February 6, 2019; and

WHEREAS, the City Council is in receipt of a letter from Taylor Palmer, Esq. from Cuddy & Feder, LLP., dated January 30, 2019, requesting an additional six (6) month extension of the City Council's Resolution Granting a Special Use Permit; and

WHEREAS, in accordance with Section 223-F(2) of the City of Beacon Zoning Code and Condition #8 of the Special Permit Resolution, the City Council may grant one (1) or more extensions of up to six (6) months each, to "(a) complete the conditions of approval for the special permit use, upon a finding that the applicant is working toward completion of such conditions with due diligence and has offered a reasonable explanation of its inability to complete such improvements and file a bona fide application for a building permit;" and

WHEREAS, Mr. Palmer explained in his letter that the Applicant is working with City Staff toward satisfying the final comment from the Dutchess County Department of Behavior and Community Health (the "County Health Department"), so that the Final Subdivision Plat may be approved and signed by the County Health Department; and

WHEREAS, the Applicant has been in contact with the City Attorney and the City Administrator regarding the sign-off from the County Health Department; and

WHEREAS, the Applicant appeared at the Council's February 10, 2020 Work Session meeting and answered questions from the Council.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Beacon hereby finds that the Applicant is working toward completion of the conditions of approval with due diligence and has offered a reasonable explanation of its inability to complete such improvements and filed a bona fide application for a building permit and grants one (1) six (6) month extension of the City Council's Resolution Granting a Special Use Permit for property located at 22 Edgewater Place to expire on August 6, 2020.

BE IT FURTHER RESOLVED, except as specifically modified by the amendment contained herein, the Special Permit Resolution dated August 6, 2018 is otherwise to remain in full force and effect.

Resolution No. 48 of 2020 **Date: February 18, 2020**

☐ **Amendments** ☐ **2/3 Required**

☐ **Not on roll call.** ☐ **On roll call** ☐ **3/4 Required**

Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
x		**Terry Nelson**	x				
		Jodi McCredo	x				
	x	**George Mansfield**	x				
		Amber Grant	x				
		Air Rhodes	x				
		Dan Aymar-Blair	x				
		Mayor Lee Kyriacou	x				
		Motion Carried	x				

Filed in the Office of the City Clerk February 20, 2020

EXHIBIT C

CITY OF BEACON

Amanda C. Caputo
City Clerk
One Municipal Plaza, Suite One
Beacon, New York 12508

Telephone (845) 838-5003
Facsimile (845) 838-5012

I, AMANDA C. CAPUTO, City Clerk of the City of Beacon, New York, do hereby certify that the attached is a true and accurate copy of Resolution No. 22 of 2024 entitled

GRANTING SPECIAL USE PERMIT EXTENSION NO. 2 FOR EDGEWATER PLACE PROJECT (PARCEL ID NO. 5955-19-590022)

adopted by the Beacon City Council at a regular meeting held on January 22, 2024. Council Member Rhodes made the motion that the resolution be adopted. Council Member Wetherbee seconded the motion. On roll call, Council Members Wake, Grant, Rhodes, Domanski, Wetherbee, Aymar-Blair, and Mayor Kyriacou voted in favor (7).

Motion carried.

WITNESS THERE I have set my hand and seal of the City of Beacon this 23rd day of January, 2024.

Signed: _____
Amanda C. Caputo, City Clerk

SEAL

Received
Office of the City Clerk
1/23/2024

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 22 OF 2024

GRANTING SPECIAL USE PERMIT EXTENSION NO. 2 FOR EDGEWATER PLACE PROJECT (PARCEL ID NO. 5955-19-590022)

WHEREAS, on August 6, 2018 the City of Beacon City Council granted a Special Use Permit to Scenic Beacon Developments, LLC (the "Applicant") to construct 246 units of multifamily housing property located on and collectively known as Edgewater Place, located in the RD-1.7 Zoning District (the "Special Use Permit Resolution"). Said premises being known and designated on the City Tax Map as Parcel ID #5955-19-590022; and

WHEREAS, at its meeting on August 19, 2019, and in accordance with the Special Use Permit Resolution and the City Zoning Code, the City Council adopted Resolution No. 115 of 2019, granting the Applicant an extension to file an application for a building permit; and

WHEREAS, on January 14, 2022, the Applicant was issued its first building permit, Building Permit No. 2022-0038; and

WHEREAS, pursuant to Section 223-18.F(1)(b)[2] of the Beacon City Zoning Code and Condition No. 7(b) of the Special Use Permit Resolution, the Special Use Permit shall expire "If all required improvements are not made within two (2) years from the date of issuance of the Building Permit"; and

WHEREAS, as of the date of this Resolution, the Applicant has not completed all required improvements within two (2) years from the date of issuance of the first building permit on January 14, 2022; and

WHEREAS, the Applicant's request for an extension was timely received on December 21, 2023, as two (2) years had not lapsed since the date the first building permit was issued on January 14, 2022; and

WHEREAS, in accordance with Section 223-18.F(2) and Condition No. 8 of the Special Use Permit Resolution, the City Council may grant one (1) or more extension of up to six (6) months each, "to complete construction of the improvements, upon a finding that the Applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the Project" and "all appropriate erosion control measures to protect surrounding properties are in place"; and

WHEREAS, the Applicant submitted a letter dated December 21, 2023, requesting four (4) six (6) month extensions (i.e., two-years) of the City Council's Resolution granting a Special Use Permit; and

WHEREAS, the Applicant states it has been working diligently to complete the Edgewater Project, and that the construction of the first three (3) buildings are approximately 75% completed as of November 30, 2023 and the Applicant further expects the first (3) buildings will be fully constructed by March of 2024 followed by construction commencing for the remaining four (4) buildings in June 2024; and

WHEREAS, the City of Beacon Building Inspector has advised that the Applicant is prosecuting the required improvements with due diligence, proper erosion control measures are in place, and the two-year extension is reasonable; and

WHEREAS, the City Council discussed the extension of the Special Use Permit at its January 16, 2024 Work Session meeting.

NOW, THEREFORE, BE IT RESOLVED, in accordance with Beacon City Zoning Code § 223-18.F(2) and Condition No. 8 of the Special Use Permit, the City Council of the City of Beacon finds the Applicant has been prosecuting the construction of the improvements with due diligence, offered a reasonable explanation of its inability to complete the project, and proper erosion control measures are in place and hereby grants four (4) six (6) month extensions of City Council Resolution No. 116 of 2018, dated August 6, 2018, granting a Special Use Permit for improvements to the property located at Edgewater Place, known and designated on the Tax Map of the City of Beacon as Parcel ID #5955-19-590022, to expire on January 14, 2026.

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

a) Timely renewal of any permits or approvals issued by the City of Beacon in connection with the Special Use Permit Resolution, including, but not limited to Building Permit No. 2022-0189 set to expire on July 25, 2024, and Building Permit No. 2022-0197 set to expire on July 26, 2024, except Building Permit No. 2022-0038, issued for the construction of building No. 6, which expired on January 14, 2024 the Applicant shall submit a bona fide application for renewal within fifteen (15) calendar day; or
b) Pay to the City all applicable fees and professional review fees incurred in connection with the Application or this extension request.

BE IT FURTHER RESOLVED, except as expressly modified by the amendment contained herein, the Special Use Permit Resolution dated August 6, 2018 is otherwise to remain in full force and effect.

Resolution No. 22 of 2024		**Date: January 22, 2024**					
☐ Amendments						**☐ 2/3 Required**	
☐ On roll call.						**☐ 3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake	x				
		Amber Grant	x				
x		**Molly Rhodes**	x				
		Jeffrey Domanski	x				
	x	**Pam Wetherbee**	x				
		Dan Aymar-Blair	x				
		Mayor Lee Kyriacou	x				
		Motion Carried	x				

CUDDY +FEDER LLP

300 Westage Business Center, Suite 380
Fishkill, New York 12524
T 845 896 2229
F 845 896 3672
cuddyfeder.com

Taylor M. Palmer
tpalmer@cuddyfeder.com

December 5, 2025
VIA E-MAIL
Hon. Lee Kyriacou, Mayor
& Members of the City Council
City of Beacon
One Municipal Plaza
Beacon, New York 12508

Re: Edgewater – Request for Two (2) Year Extension of Special Use Permit Approval
Scenic Beacon Developments, LLC – Supplemental Submission
Premises: 15-30 Edgewater Place, Beacon, New York 12508

Dear Mayor Kyriacou and Members of the City Council:

We are writing again on behalf Scenic Beacon Developments, LLC (the "Applicant"), the owner of the above-referenced Premises, in furtherance of the Applicant's November 26, 2025 timely request for a two (2)-year extension of the City Council's Resolution Granting a Special Use Permit, dated August 6, 2018 ("Special Use Permit Resolution"), to address three (3) follow up requests that were brought to our attention by the City Attorney.

Before addressing those requests, we would note that since our November 26, 2025 submission, the Applicant has received a building permit from the Building Inspector authorizing the construction of Building 3 on December 1, 2025 (Building Permit No. 2025-0305).

Our responses to the requests conveyed to the Applicant by the City Attorney are detailed below:

1. *Provide "a reasonable explanation of its inability to complete the project".*

The November 26, 2025 letter provides a detailed explanation of the Applicant's diligent efforts in progressing the Edgewater project towards completion since the first building permit was issued in 2022. These efforts include but are not limited to the demolition of the then-existing buildings; expansive site work to fully plant and stabilize the Premises; installation of major sewer and water lines and retention basins throughout the Premises and the construction and occupation of four (4) of the eight (8) buildings on the site, which four (4) buildings comprised Phase I of the project.

Beyond physical construction work, the Applicant has also spent considerable time and effort towards the preparation and filing of foundation permit and building permit applications; discussions with City Staff leading to the sewer dedication and agreement; and the processing of zoning amendments permitting an internal lot subdivision before the City Council and a subsequent internal lot subdivision application before the City Planning Board, which process

included a public hearing and the filing of a subdivision plat and recording various related legal documents with Dutchess County.

The incomplete status of this project—which, as you may be aware, is the largest in the City's history—, is not due to any shortcoming or lack of diligence on the part of the Applicant, as demonstrated in the preceding paragraph. It is instead due to the nature of a large-scale project. It would be nigh impossible to complete the construction of the entire project within two (2) years. To mobilize the number of workers alone would have been a massive undertaking–the raising of capital to do so, another. The incomplete status of the project is also not, or should not be, unexpected. The Applicant made it clear during the land use process that the construction of the project would take well beyond the expiration periods set forth in the City Zoning Code. We respectfully submit that this response satisfies the requirements of the Zoning Code.

2. *Provide an estimated completion dates for Buildings 2, 3 and 4.*

The Applicant is diligently proceeding with the construction of Buildings 2, 3, and 4. While this work is advancing in accordance with internal timelines, these periods are tentative and dependent on a variety of other factors, including weather and product availability. The current anticipated completion dates are as follows: Building 4 – quarter 2/3 of 2026, Building 3 – quarter 3/4 of 2026, and Building 2 – quarter 4 of 2026/quarter 1 of 2027.

3. *Provide the schedule for submission of a BP application, commencement of work and completion.*

The Applicant is currently preparing the construction drawings for the foundation and building permits for Building 1. The Applicant anticipates submitting the permit applications by early next year, with work commencing upon issuance of the permits. The tentative schedule for completion of the work is quarter 1/2 of 2027.

We would reiterate in further support of this request that there are no changes proposed to the parameters of the Edgewater project, nor have there been any material changes to the facts and circumstances that existed when the Special Use Permit Resolution was adopted.

We look forward to the City Council's review of this extension request at the December 8th Workshop Agenda. In the meantime, if the Council or City staff have any questions or comments with regard to the foregoing, please do not hesitate to contact me.

Very truly yours,

Taylor M. Palmer
cc: Christopher White, City Administrator; Nicholas Ward-Willis, Esq. City Attorney

City of Beacon City Council Agenda
12/08/2025

Title:

Beacon Rail Trail Engineering Design

ATTACHMENTS

Barton & Loguidice - Beacon Rail Trail Engineering Proposal

Director of Finance Memorandum Regarding Proposed Amendments to the 2026 Capital Program

Barton & Loguidice

November 18, 2025

Mr. Chris White
City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508

Re: Beacon Rail Trail

File: P703.5236

Dear Mr. White,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this Scope of Work to perform the Design and preparation of Construction Drawings and Bidding materials for the Beacon Rail Trail project. The project will re-purpose approximately 3.3 miles of the Metro North Railroad (MNR) corridor in the City of Beacon from a rail bed to a multi-use recreational trail. The project consists of railroad infrastructure including steel rails and hardware, wooden railroad ties, ballast, drainage pipes and culverts, two standing bridge structures, and one underpass.

B&L proposes to complete the Survey, Design, Construction Documents and Letting process as outlined in the accompanying Scope of Work for the Lump Sum of: **$350,000.00**

We sincerely appreciate the opportunity to work with the City of Beacon on this exciting project. If you have any questions or need any additional information, please feel free to contact Chris Hannett or me at (518) 218-1801.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Thomas C. Baird, P.E.
Senior Associate

Project Overview

Beacon Rail Trail
City of Beacon, New York

The Beacon Line, was originally completed in 1882, begins at the Hudson mainline along the east side of the Hudson River and continues 48 miles east along the tracks to Danbury, Connecticut. The MNR purchased the railroad ROW in 1995 from the Maybrook Railroad Company, and later filed a request to the Surface Transportation Board ("STB") to abandon their portion of the railroad in the State of New York, railbank the corridor, and an approval for interim trail use of the corridor. On February 9th, 2024 the STB issued a decision and notice of interim trail use or abandonment of the MNR Beacon Line, paving the way for the future implementation of a trail along this corridor from the City of Beacon to Hopewell Junction.

The project area encompasses approximately 3.3 miles of the railroad corridor in the City of Beacon and consists of railroad infrastructure including steel rails and hardware, wooden railroad ties, ballast, drainage pipes and culverts, two standing bridge structures, and one underpass. The overall corridor is in good condition and exhibits minor vegetation growth, wooden railroad ties, drainage infrastructure in the form of small and large culverts, and sections where storm drainage outlets, trash and other debris were deposited into the corridor.

Corridor conditions were evaluated as part of a Feasibility Study sponsored by the Dutchess County Transportation Council and completed in Fall 2025. The study determined the feasibility/constructability of the proposed trail, improvements needed to meet current multi-use trail standards, and repairs needed to the corridor infrastructure to maintain a functional trail system well into the future. The existing infrastructure primarily requires minor repairs to provide for a functional trail system to be established in the corridor. Repairs include swale re-shaping, culvert installation or replacement, bridge rehabilitation and re-purposing, and minor vegetation removals.

The **Firm** will provide design services as outlined in Sections 1 and 2 of the Project Scope. Design services will include, but are not limited to trail design, survey and mapping updates, drainage assessment and design, permitting, environmental investigations consistent with SEQR, wetland delineation if necessary, structural designs, hazardous materials investigations, trail access points, coordination meetings, and cost estimates at multiple stages of design (50%, 90%, 100%). Design will also include the development of detailed construction plans, specifications, and a construction cost estimate for the project. A structural load rating and bridge plans for the re-purposing of the 0.63 Mile bridge over Metro North Railroad into a trail use bridge with railings are also included. It is assumed the bridge at South and Tioronda Avenue (at the entrance to the former Tioronda Hat Factory) will be removed and the trail will cross South Avenue at-grade.

No Right of Way (ROW) is expected to be required.

The Project is assumed to be an Unlisted Action under SEQRA.

The anticipated letting date for this project is November 2026, with construction completion by November 2027.

Scope of Work

Section 1 - General

1.01 Project Description and Location

This Project is known as:	Beacon Rail Trail
City Project Number:	
Project Description:	**The Project will convert an approximately 3.3 - mile segment of the Metro North Railroad Corridor between the Klara Sauer Trail near Dennings Point and the Beacon City Line with the Town of Fishkill to a recreational multi-use trail.**
Project Limits:	Limits of work will extend from the Klara Sauer Trail near Dennings Point in the City of Beacon to the Beacon City Line with the Town of Fishkill.
Sponsor:	City of Beacon
Start of Design:	Notice to Proceed January 2026
Anticipated Letting Date:	November 2026
Anticipated Construction Completion:	October 2027
Anticipated Design Costs:	$ 350,000.00
Anticipated Construction Costs:	$4,500,000.00

1.02 Project Manager

The **City's** Project Manager for this project is **Christopher White**. All correspondence to the **City** should be addressed to:

Chris White
City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508
Ph: 845-838-5009
cwhite@beaconny.gov

The Project Manager should receive copies of all Project correspondence directed other than to the **City**.

1.03 Project Classification

Classification under the New York State Environmental Quality Review Act (SEQRA) Part 617, Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York State (6 NYCRR Part 617) is assumed to be an Unlisted Action

1.04 Categorization of Work

Project work is generally divided into the following sections:

Section 1	General
Section 2	Design

When specifically authorized in writing to begin work the **Firm** will render all services and furnish all materials and equipment necessary to provide the **City** with reports, plans, estimates, and other data specifically described in Sections 1 and 2.

1.05 Project Familiarization

The **City** will provide the **Firm** with the following information upon availability:

- Plans for future related transportation improvements or development in the area of the project.
- Traffic data, if any
- Accident records and history, if any.
- Project background or history.
- Corridor history.
- Past, present or potential legal proceedings that may affect the project.
- Available Project studies and reports.
- Other relevant documents pertaining to the Project.

1.06 Meetings

The **Firm** will prepare for and attend all meetings as directed by the **City's** Project Manager. Meetings may be held in-person or virtually to address planning issues, including, but not limited to, the following:

- Present, discuss, and receive direction on the progress and scheduling of work in this agreement.
- Present, discuss, and receive direction on Project specifics.
- Discuss proposed creative enhancements and trail amenities
- Discuss and resolve comments resulting from review of Project documents, and coordination with other agencies such as MTA
- Preview visual aids

The **Firm** will be responsible for the preparation of all meeting minutes. Draft minutes will be submitted to the Project Manager within one (1) week of the meeting date and revised as necessary for distribution by the Project Manager.

1.07 Cost and Progress Reporting

For the duration of this contract, the **Firm** will prepare and submit to the **City,** as part of the monthly invoice**,** a Progress Report in a format approved by the **City**. The monthly invoice will include a brief Progress Report. The beginning and ending dates defining the reporting period will correspond to the beginning and ending dates for billing periods and include the percentage of work completed to date and work to be completed in the coming time period.

1.08 Policy and Procedures, Design Guidance

The project will be designed utilizing the following documents.

- City of Beacon Design Standards
- Empire State Trail Design Guide
- A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO)
- AASHTO Guide for the Development of Bicycle Facilities
- New York State Department of Transportation ("NYSDOT") Highway Design Manual
- Highway Capacity Manual, Special Report 209, Transportation Research Board
- ADA Accessibility Guidelines for Buildings and Facilities
- AASHTO Standard Specifications for Highways and Bridges
- Manual for Condition Evaluation of Bridges, AASHTO
- Guide Specifications for Strength Evaluation of Existing Steel and Concrete Bridges, AASHTO
- AASHTO Guide Specifications for Fatigue Evaluation of Existing Bridges
- AASHTO Model Drainage Manual & NYSDOT Model Drainage Manual
- AASHTO Guide Specification for Design of Pedestrian Bridges
- AASHTO Guide for the Design of Bicycle Facilities
- NYSDOT Bridge Manual, Section 2, Geometric Design Policy for Bridges
- Federal Manual of Uniform Traffic Control Devices (MUTCD)

Compliance with Environmental Laws, Regulations and Permits

- State Environmental Quality Review Act (SEQRA)

1.09 Subconsultants

The **Firm** will be responsible for:

- Coordinating & scheduling work, including work to be performed by subconsultants.
- Technical compatibility of a subconsultant's work with the prime Firm's and other subconsultants' work.

Section 2 - Design

2.01 Design Survey

The **Firm** will provide design survey updates and detailed survey in various locations to be determined.

A. Ground Survey

The **Firm** will provide terrain data as required for design by means of a topographic field survey based on design requirements. Planimetric and Topographic Survey will locate and verify all prominent features and terrain within the expected project work area. Provide one foot (1') contour interval.

B. Survey of Wetland Boundaries

The **Firm** will record PGS coordinated of wetland boundaries (if identified) in areas that may be disturbed.

C. Supplemental Survey

The **Firm** will provide supplemental survey when needed for design purposes and to keep the survey and mapping current.

D. To complete structure design, be it replacement or rehabilitation, a topographic design survey will be required.

The survey will include:

- Contours developed at one (1) foot intervals
- A combination of Aerial topography and field data collection

Horizontal and vertical project controls will be established based on NAD 1983 / NAVD 1988 Data.

2.02 Design Mapping

The **Firm** will provide the following design mapping:

- 1"=40' scale mapping with contours required at 1-foot intervals and denoted at 5-foot intervals.

The **Firm** will provide supplemental mapping when needed for design purposes and to keep the mapping current.

2.03 Determination of Existing Conditions

The **Firm** will supplement and provide greater detail all existing conditions documented in the Beacon-Hopewell Rail Trail Feasibility Study (2025) and those conditions required to properly design the Project and fulfill the Project objectives.

Existing roadway and traffic control conditions will be inventoried at the study intersections and access points. The inventory will include existing conditions such as lane use, pavement width, pedestrian accommodations, traffic control, traffic direction restrictions, sight distance, operating speeds, and speed limit(s).

2.04 Accident Data and Analysis

Assume Not Required

2.05 Traffic Data Collection

Assume Not Required

2.06 Traffic Analysis

Assume a traffic congestion and or operational analysis is Not Required

Sight Distance Evaluation: Intersection sight distance will be evaluated at each of the minor and major road crossings in accordance with the City of Beacon design requirements, AASHTO A Policy on Geometric Design of Highways and Streets, the Empire State Trail Design Guide, and the NYSDOT Highway Design Manual.

2.07 Future Plans for Roadway and Coordination with Other Projects

The **City** will determine the influence, if any, of other existing or proposed projects or proposed developments in the vicinity of this project (e.g., whether a nearby highway widening, residential or commercial development would influence this project's design or trail width, locations of access points, amenities, etc.).

The **City** will provide the necessary information pertaining to the other projects or developments that may influence the project and or the project design.

2.08 Soil Borings

Assume Not Required

2.09 Hydraulic Analysis

Assume Not Required

2.10 Bridges to be Rehabilitated

Bridge 1, located at Mile 0.63, and crosses MNR Hudson Line, will be repurposed from railroad to trail use. The scope of work for each bridge in this section is as follows:

The **Firm** will inspect and assess the bridge and perform a Level 1 Load Rating for the repurposed bridge in accordance with the NYSDOT Manual for Condition Evaluation of Bridges. It is assumed that the existing steel girders will be retained and retrofitted with a new bridge deck that carries the trail.

The **Firm** will inspect and assess the stone abutments and piers and will investigate and document the needed areas of re-pointing and mortar replacement between stacked stone abutments & wingwalls.

The MNR may require **flagging operations** to gain access to bridge 1 for the design survey and load rating assessment. Costs required by the MNR to access their property to perform this work will be added by **Supplemental Agreement**.

Bridge 2 at Mile 0.98 located at Tioronda and South Avenue is expected to be removed and will not require structural assessments.

2.11 Pavement Evaluation

Not applicable

2.12 Design Criteria

The **Firm** will identify the applicable design standards to be used for this project and will establish project-specific design criteria through the use in accordance with the guidance provided in the sources listed in Section 1.08.

Design criteria established for the structure crossing, includes loading, width, clearances, rail type and length.

The **City** will approve the selected project design criteria and based on the selected design criteria, the **Firm** will identify all existing non-standard features that are within and immediately adjacent to the project limits.

2.13 Development of Design

A. Design Alternative

Assume there is one design alternative, Rail to Trail, and the project will be progressed as such.

The **Firm** will prepare 50% complete plan, profile, and typical section views which show:

- On plan: proposed centerlines; trail edges, curve radii and termini, slope limits, ROW limits, wetland and protected area limits, vegetation clearing lines, drainage, erosion protection, railings, and other design elements.
- On profile: theoretical grade lines, critical clearances, vertical curve data, grades, and touchdown points.
- On typical section: trail and shoulder widths, swales, side slopes, trail surface and foundation course(s) types and thicknesses.
- Other existing and proposed features.
- Environmental and geometric design constraints, labeled as such.
- Historical elements if applicable.
- Treatment of Culverts and drainage needs and design.
- Access Points in collaboration with the City and City representatives.

These sketches will include information needed to be utilized at a **City** meetings and to finalize select design details to be progressed to construction plans.

B. Final Design / Construction Documents

The **Firm** will further evaluate the design which will include where appropriate:

- Design geometry, including the identification and comparison of alignment constraints and (where applicable) justification for retaining nonstandard design features.
- Contractor suggestions for sequencing and/or City required phasing of construction and/or removal of railroad track, ties, and other-track-materials (OTM)
- Environmental constraints and potential environmental impact mitigation measures (identified under Section 2.16 and 2.17 tasks).
- Crossing treatments at intersections.
- Trail surface details
- Structures, including bridges, retaining walls, major culverts
- Drainage and erosion protection.
- Maintenance and protection of traffic during construction
- Soil and foundation considerations if any
- Utilities – including fiber optic line, in conduit, across the two bridges and beneath the ballast
- Right-of-way acquisitions are not anticipated

- Accessibility for pedestrians, bicyclists and the persons with limited mobility and potential linkages to adjoining businesses and residential areas.
- Signage and fencing as appropriate.
- Trail Connections, access points and associated elements.

The **Firm** will prepare the following drawings suitable for bidding and construction purposes:

- 1"= 40' plans showing (as a minimum) stationed centerlines; roadway geometrics;
- Profile, at a scale of 1" = 40' horizontal and 1" = 5' (maximum) vertical, showing (as a minimum) the vertical datum reference, significant elevations, theoretical grade line, grades, vertical curve data within the project limits of work; including sight distances; centerline stations and equalities; and construction limits.
- Typical sections showing (as a minimum) trail, and shoulder widths, ditches, and side slopes.

For bridge 1, it is assumed that one (1) alternative will be progressed to develop construction details and plans to re-purpose the bridge for trail use.
The deliverables will include detailed plans, profile, elevation and sections for the proposed structure crossing.

The **Firm** shall contact the owners of public and private utilities within the project limits (if any) to identify potential conflicts in each alternative. There are no conflicts anticipated with the exception of care in maintaining the existing fiber optic line that is located beneath the railroad ballast and along the bridges in conduit.

2.14 Cost Estimates

The **Firm** will develop, provide and maintain a cost estimate for the project at 50%, 90%, and 100% level of detail and progress.

The **Firm** will update the estimate periodically and as necessary to incorporate significant design changes (if any).

2.15 Public Information Meeting(s) and/or Public Hearing(s)

Assume public meeting, presentations or other methods of public outreach are not required.

Public will have the opportunity to comment as part of SEQRA at the City Council meetings. Comments and public input from the Beacon Hopewell Rail Trail Feasibility Study will be considered for this project.

2.16 SEQRA Classification

The **Firm** will assist the **City** in complying with SEQRA (6 NYCRR Part 617), which includes assessment of the Project and the associated construction. The Project is assumed to be an Unlisted Action under SEQRA. The **City** is expected to be the Lead Agency. **City** tasks include, but are not limited to:

- Drafting letters to involved agencies to determine the lead agency.
- Drafting an Environmental Assessment Form
- Drafting a negative declaration.
- Drafting notices

The **City** will document the results of SEQRA processing as part of the City's typical process with assistance from the **Firm**. It is assumed that an EIS will not be needed; time for additional steps after a positive declaration, if issued, is not anticipated.

2.17 Screenings and Preliminary Investigations

The **Firm** will screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Wetlands
- Floodplains
- Historic Resources
- Hazardous Waste and Materials
- Asbestos
- Invasive Species
- Critical Environmental Areas

Work will be performed to determine whether further detailed analysis or study is required. The results of these screenings and preliminary investigations will be summarized in a letter report for the SEQR record.

2.18 Detailed Studies and Analyses

Based on the work performed in Section 2.17, the **Firm** will determine whether detailed analysis or study is required. Prior to commencing such detailed study or analysis, the **City** shall concur with the **Firm's** determination.

The need for particular detailed analyses is identified through the results of the screenings. If it is known that a particular detailed analysis is needed, then it is included herein. However, if the need for a detailed analysis is to be derived from the results of the screening to be performed by the **Firm**, then that detailed analysis,, **shall be added to the Firm agreement by a supplemental agreement.**

Detailed studies or analyses will be done for:

A. General Ecology and Endangered Species – Assumed not required
B. Ground Water – Assumed not required
C. Surface Water – Assumed not required
D. State Wetlands – Assumed not required
E. Federal Wetlands – **Assumed required**
F. Floodplains – **Assumed required**
G. Historic Resources – Assumed not required
H. Hazardous Waste Assessment – **Assumed required** (see below)
I. Asbestos – Assumed not required
J. Invasive Species Identification – Assumed not required

Hazardous Waste

The **Firm** will investigate and characterize the chemical composition of the surface and shallow subsurface soils that will potentially be disturbed during the construction of the rail trail corridor and trailhead areas. The **Firm** will collect shallow subsurface soil samples at a depth of 1 to 2 feet below the ground surface to determine if the existing soils may have a detrimental impact on the adjacent and/or underlying soils due to leaching, etc. The investigations will be summarized in a report that includes recommendations to mitigate any hazardous conditions.

2.19 Permits and Approvals

The **Firm** will obtain the applicable permit(s) and certifications listed below, if required:

- U.S. Army Corps of Engineers (USACE) Section 404 Permit (Nationwide)
- NYS DEC Section 401 Water Quality Certification
- NYS DEC SWPPP Approval under the City's MS4 Program
- NYS DEC State Pollution Discharge Elimination System (SPDES) Permit GP-0-25-001
- City of Beacon Floodplain Permit
- MNR approval of the design plans for Bridge 1 over the MNR Hudson Line.

The **Firm** will assess temporary and permanent measures and practices that may be used to avoid or minimize and control soil erosion, sedimentation, and surface water pollution during and after construction.

A Stormwater Pollution Prevention Plan (SWPPP) will be required and developed in accordance with the NYSDEC GP 0-25-001 and the City of Beacon MS4 program. The **Firm** will develop the Stormwater Pollution and Prevention Plan for the project. Preparation of the SWPPP will include drawings, calculations and the supporting documentation required.

The **Firm** will submit the SWPPP to the City for review and eventual concurrence and then file with the NYSDEC, the required "Notice of Intent" prior to construction and the "Notice of Termination" at the completion of construction phase(s) and ground stabilization(s).
If necessary, the **Firm** will prepare and file the NYSDEC/USACE Joint Permit Application including drawings and supporting documentation required for the application.

A USACE Individual Permit (IP) in lieu of a Nationwide Permit is **not anticipated**. If required, it would be **added by Supplemental Agreement.**

2.20 Contract Documents

The **Firm** will prepare two (2) complete bid-ready contract document packages. The packages will include as applicable:

- Instructions to bidders, including any M/WBE or DBE goals
- Bid documents
- Contract language, including applicable City, State or federal provisions and prevailing wage rates (with City supplied information)
- Special notes
- Project and Construction Specifications
- Plans, Typical Sections, Profiles
- Construction Details, Drainage Designs and Details, Landscaping Details
- Tree Clearing Plans if any
- Track and tie removal schedule and details
- Aesthetic Enhancement Details and Trail Amenity Details
- Erosion and Sediment Control Plans
- Sign Details
- Planting schedules
- A list of supplemental information available to bidders (i.e., subsurface exploration logs, record as-built plans, etc.)
- Phasing of disturbances from Construction
- ROW Easement Plan (if required)
- Other pertinent information (City supplied information)

The **Firm** will submit the contract documents to the **City** for approval including:

- Stamped and Signed by a NYS Professional Engineer set of construction plans
- Project Bid Book / Specifications
- Engineers Estimate of Probable Construction cost

The submission will be reviewed and discussed with the **Firm** if changes are necessary. Assume only minor changes as the project will be progressed with continuous City involvement.

2.21 Cost Estimate

The **Firm** will develop, provide, and maintain the construction cost estimate for the project. The **Firm** will update the estimate periodically (50%, 90% and 100%) and as necessary to incorporate significant design changes, and will develop and provide the final Engineer's Estimate, including all quantity computations.

2.22 Railroads

The existing Railroad corridor is owned by Metro North Railroad (MNR). Coordination with the Railroad will initially be conducted by the **City**. Easements or other mechanisms to conduct the construction work will be secured by the **City** and potentially other entities. The **Firm** will assist in this process by providing technical data and results of the investigative work conducted to design the project.

The existing railroad bridge over the MNR Hudson-Line will be rehabilitated and re-purposed for pedestrian use. The MNR will require a review of the design plans and a fee for the review and approval of the plans.

2.23 Information Transmittal

Upon completion of the contract documents, the **Firm** will transmit to the **City** all Project information, including electronic files in native and final formats. The electronic information will be in the format requested by the **City**.

2.24 Advertisement

The **City** will prepare the advertisement for bids to be placed in the NYS Contract Reporter and any other newspaper or publication as identified by the **City** and will place the ads in these publications accordingly.

2.25 Bid Opening (Letting)

The **City** will hold, and the **Firm** will attend, the public bid opening.

2.26 Award

The **Firm** will analyze the bid results. The analysis will include:

- Verifying the low bidder.
- Ensuring receipt of all required bid documents (non-collusive bid certification, debarment history certification, possible M/WBE or DBE information, etc.).
- Breaking the low bid into fiscal shares, if necessary.
- Determining whether the low bid is unbalanced.
- Checking accuracy of quantity calculations.
- Determining appropriateness of price bid for work in the item.
- Determining whether the low bidder is qualified to perform the work, including meeting all requirements in bid documents.

The **Firm** will assist the **City** in preparing and compiling the package of information.

The **City** will award the contract.

There is potential that the track and tie removal process will be completed in its entirety prior to construction of the trail. It is assumed this effort will be part of each, or one, of the contract document packages with the scheduling requirements stipulated in the contract(s).

Construction Inspection and Support - (To be added by Supplemental Agreement)

Estimating & Technical Assumptions

Estimating Assumptions

The following assumptions have been made for estimating purposes:

Estimate **6** meetings with the City during the life of this agreement.

Estimate **0** additional Public meetings will be held during the life of this agreement.

Estimate **12** cost and progress reporting periods will occur during the life of this agreement.

Assume that GPS methods and equipment will be used to establish local control points.

Estimate **1** day of supplemental survey.

Estimate **0** soil borings will be taken.

Estimate **1** trail design alternative(s) will be progressed

Estimate **1** cost estimate(s) plus **3** updates will be required.

Estimate **1** bridge will be rehabilitated.

Estimate **1** bridge will be de-constructed

Estimate **2** permits will be required.

Estimate **4** soil samples will be obtained and tested for potential hazardous substances

Estimate **1** hazardous materials mitigation plan will be developed for the construction phase

Estimate the project will not require post construction water quality treatment.

Estimate **0** Property Acquisitions will be required

Estimate **1** utility company and **1** railroad agency will be affected.

Estimate **2** paper copies of the final contract bid documents will be needed for the **City**. Additional electronic copies, if needed, will be provided electronically or on flash drive, as needed, with no limit.

Estimate advertisements will be placed by the **City** in **2** publications in addition to the NYS Contract Reporter for each bid advertisement.

Assume one (1) letting will be required and will be attended by the **Firm**.

Technical Assumptions

Horizontal and vertical project controls will be established based on NAD 1983 / NAVD 1988 Datum.

Assume that access to the project site, including access to survey and inspect bridge 1 over the MNR Hudson Line, will not be restricted by any entity upon issuance of the Notice to proceed.

Subsurface utilities are present

Contract plans and cross-sections will be prepared at ½ size (11"x17").

Traffic studies or traffic counts will not be required. Sight distance at road crossings will be evaluated

The **Firm** will submit the project to the State Historic Preservation Office (SHPO) within the NYS Office of Parks, Recreation, and Historic Preservation (OPRHP) for review through the Cultural Resource Identification System (CRIS).

An Archeological Assessment is assumed not to be required.

An Architectural Assessment is assumed not to be required.

Assume that the project will have no impact to historical resources, and that no studies or finding documents will be required.

It is assumed that there is no ACM's (Asbestos Containing Materials).

It is assumed that a Stormwater Pollution Prevention Plan (SWPPP) will be required and will be prepared.

Assume that all connections to the trail will remain within the City owned ROW or easements.

Assume that no parking lots will be constructed as part of this project.

It is assumed that the preliminary hazardous waste assessment will not find conditions or materials that will require remediation or pose a significant threat to health of the environment within the footprint of the project. Encapsulation of materials within the ballast is assumed to be sufficient.

Design costs assume there is minimal, to no structural repairs required at Bridge #1 to support the newly designed deck and railing system.

The proposed design for Bridge #1 assumes a cast-in-place concrete deck with 5-rail pedestrian railing and chain link pedestrian fence.

Only minor repairs, such as tuck pointing, Class D concrete repairs, or crack sealing are assumed at the existing abutments

This scope and fee does not include payment to Metro North Railroad for preliminary or final engineering review. Any costs associated with MNR reviews will be paid directly by the **City**.

a. It is noted that the railroad and **City** may have records indicating local spills and will provide the **Firm** with this information

2. The project will be constructed in the 2027 construction season with the following schedule anticipated.

• Notice to Proceed	January 2026
• Initial Coordination and Meetings	January 2026 through October 2026
• Environmental Assessments Completed	April 2026
• Trail Design 50% Level	May 2026
• Preliminary Structure Design	June 2026
• Trail Design 90% Level	August 2026
• Final Permits Obtained (if any)	August 2026
• 100% Final Plans and Specifications and Estimate	October 2026
• Bidding and Letting	November 2026

• Construction Contract and City Approval	January 2027 to February 2027
• Construction Begins	March 2027
• Construction Completion	November 2027

Fee and Invoicing

1. The Firm's fee for Services shall not exceed the amount of **THREE HUNDRED, FIFTY THOUSAND AND 00/100 ($ 350,000.00) DOLLARS** for the Term of this Agreement.

2. The **Firm** shall invoice the **City** on a monthly basis for the Services performed, based on the percent completion of the Scope of Services.

City of Beacon
Council Budget Amendments
December 8, 2025 Meeting

1. Amend the 2026 Capital Financing Plan to provide for amounts to add funds to be used for engineering design services for the Beacon Rail Trail project. Below is the proposed budget amendment:

TRANSFER FROM:			
A	-00-0909-0000-	GENERAL FUND - FUND BALANCE	$350,000
TRANSFER TO:			
A	-09-9950-900300-	INTERFUND TRANSFER - CAPITAL PROJECTS	$350,000

Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
12/08/2025

Title:

Appointment of Benjamin Swanson to the Position of Deputy City Administrator

ATTACHMENTS

Resolution Appointing Benjamin Swanson to the position of Deputy City Administrator

City Administrator Memorandum for the Appointment of Benjamin Swanson to the Position of Deputy City Administrator

Benjamin Swanson Resume

Housing Coordination Duties

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 111 OF 2025

APPOINTING BENJAMIN SWANSON TO THE POSITION OF DEPUTY CITY ADMINISTRATOR

WHEREAS, there is currently a vacancy for the position of Deputy City Administrator; and

WHEREAS, Benjamin Swanson meets the qualifications for the position of Deputy City Administrator, and is recommended for appointment to the position by the City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor hereby appoints and the City Council approves the appointment of Benjamin Swanson to the position of Deputy City Administrator.

Resolution No. 111 of 2025			**Date: December 15, 2025**				
□ **Amendments**						□ **2/3 Required**	
□ **On roll call**						□ **3/4 Required**	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		George Mansfield					
		Mayor Lee Kyriacou					
		Motion Carried					

CITY OF BEACON
New York

Christopher White
City Administrator

OFFICE OF CITY ADMINISTRATOR 845-838-5000

TO: **Mayor Kyriacou and City Councilmembers**
FROM: **Christopher White, City Administrator**
DATE: **December 4, 2025**
RE: **Appointment of Benjamin Swanson as Deputy City Administrator**

I respectfully submit this recommendation and request to appoint Benjamin (Ben) Swanson to the newly-created position of *Deputy City Administrator*. Based on Ben's exceptional performance over the past four years in his current position as *Secretary to City Mayor* and in consideration of his educational background and prior professional experiences, I believe that Ben would excel in serving the City of Beacon in this critical new executive role.

Ben began his tenure with the City in December 2021 and quickly mastered the responsibilities of his current position, which have included planning and preparation for City Council meetings, administration of public communications, and support for the Mayor and City Administrator. Over the past years, Ben has increasingly taken on additional duties, including managing vendors and spearheading special projects, which he has done effectively and diligently. Ben's capacity to independently oversee and manage event planning, film permitting, environmental grants administration, issuance of bids and bid awards, and planning and implementation of special projects in addition to the core duties of the current position have led to an evolution of his role with the City. He has become an invaluable member of the Administration who has earned the respect of the Department Heads and consultants with whom he works regularly.

Prior to working for Beacon, Ben had a background demonstrating commitment to public service, and his legal education and work experiences provided a strong foundation and familiarity with many important topics that the City routinely encounters, including finance, land-use, environmental issues, contract law, and regulations. In his time as *Secretary to City Mayor*, he gained experience with capital project and grant management and has taken on broadening levels of supervisory tasks. Ben has become a critical part of the City's Administration, whose opinion, self-agency, and expertise assist us in meeting the wide range of challenging issues that we encounter in our daily operations.

The new position of *Deputy City Administrator* was designed to increase further the administrative capacities of the City. Ben would serve in a key role in managing projects, coordinating with City Departments and community organizations, and expanding the City's capacity to address pressing issues such as housing resources. Ben has demonstrated the intellect, temperament, skills, and judgment to take on this new challenge, and his work over the past four years has made a positive difference for the City of Beacon and its residents.

Thank you for your consideration of this proposed appointment.

One Municipal Plaza, Suite One, Beacon, New York 12508 E-Mail: cwhite@beaconny.gov

BENJAMIN SWANSON
[redacted]

EDUCATION

NEW YORK UNIVERSITY SCHOOL OF LAW, New York, NY
Juris Doctorate: May 2020
Activities: Articles Editor, Environmental Law Journal
R.A., The Guarini Center on Environmental, Energy, and Land Use Law (Spring/Summer 2017)
IOWA STATE UNIVERSITY, Ames, IA
Bachelor of Science: May 2016 (Finance Major)
Cumulative GPA: 3.91/4.00
Honors: Honor Roll 2012-2016; University Honors Program 2013-2016; Dean's List
Graduated *summa cum laude*

EXPERIENCE

CITY OF BEACON, Beacon, NY
Secretary to City Mayor, December 2021- present
Support City operations in coordination with Mayor and City Administrator. Manage public communications, appointments, and planning. Support City Council in development of agendas, compilation of background information, and coordination of meetings. Oversee and manage environmental grants, special projects, and licensing of special events and filming permits. Supervise and coordinate with contract vendors, including Climate Smart Coordinator. Facilitate response from City Departments from public inquiries and requests. Coordinate public bidding of projects.

KINGS COUNTY DISTRICT ATTORNEY'S OFFICE, Brooklyn, NY
Assistant District Attorney, October 2020-December 2021
Analyze and draft legal documents based upon evidence and interviews. Interact and coordinate with various law-enforcement agencies. Arraign cases in court, conduct oral argument, and analyze cases for appropriate dispositions.

KINGS COUNTY DISTRICT ATTORNEY'S OFFICE, Brooklyn, NY
Criminal Prosecution Clinic Participant and Extern, January 2020-May 2020
Assisted in drafting motions for ongoing criminal cases, involving significant legal research, primarily in NY Vehicle and Traffic Law issues. Participated in regular discussions regarding criminal law justice and policy issues.

VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE, Ventura, CA
Certified Law Clerk, June-August 2019
Performed legal research and crafted legal arguments in briefs, memos, motions, and responses to motions for court filings and internal use. Conducted 16 preliminary hearings and second-chaired a grand theft trial.

UNITED STATES ATTORNEY'S OFFICE FOR THE EASTERN DISTRICT OF NEW YORK, Brooklyn, NY
Civil Division Clinic Participant and Extern, January-May 2019
Assisted on casework involving lengthy investigations, drafted deposition questions, and worked on research for legal issues presented in securities fraud, housing cases, and debt collection. Wrote and edited legal documents.

UNITED STATES S.S.A., OFFICE OF THE GENERAL COUNSEL, New York, NY
Legal Intern, May-July 2018
Synthesized lengthy factual records, performed legal research, and developed legal arguments for disability claim litigation briefs, privacy disclosures, and bankruptcy and representative sanctions.

NEW YORK COUNTY DISTRICT ATTORNEY'S OFFICE, New York, NY
Trial Preparation Assistant, Trial Bureau 40, November 2016-August 2017

FEDERAL HOME LOAN BANK OF DES MOINES, Des Moines, IA
Capital Markets — Treasury Intern, May-August 2015

ADDITIONAL INFORMATION:
Enjoy playing drums, cooking, photography, soccer, and travel

CITY OF BEACON

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

HOUSING COORDATION DUTIES

1. Update, manage, and promote the City's housing resources web page. Periodically solicit feedback from and contact relevant agencies and not-for-profits to check for any changes or additional items to be listed. In doing so, continually consider collective resource needs of renters, landlords, and homeowners generally and how they differ from one another.

2. Establish contacts with and coordinate regular communication with Dutchess County Departments that administer housing and related services, as well as with local organizations and housing developments (including Beacon Housing Authority, Tompkins Terrace, and South Davies Terrace) that support individuals facing housing challenges.

3. Develop and lead a housing working group of key stakeholders in the City of Beacon and broader region in order to encourage coordination of resources and efforts, as well as to ensure individuals can be quickly referred to appropriate aid providers. Convene the working group quarterly to ensure ongoing and thoughtful work towards addressing broad housing issues faced in Beacon. Members of the group may include local affordable housing developments, Beacon Housing Authority, tenant advocacy groups, and other key stakeholders, to be identified.

4. Act as a navigator of the many types of resources that are involved in housing, including fielding general calls and questions and answering such, based on efforts in compiling key resources and working relationships with key housing actors in the community. Referrals will include: legal questions or disputes to Legal Services of the Hudson Valley, habitability concerns regarding rental units to the City of Beacon Building Department, tenant resources to the Dutchess County Housing Hotline, and questions relating to BMR units to Hudson River Housing.

5. Provide periodic reports regarding the plan for this role and a status update on work done so far. Gather statistics regarding evictions and other housing proceeding outcomes from Legal Services of the Hudson Valley and the City of Beacon Court to be used in said report(s) and to evaluate and inform future initiatives. Gather statistics regarding rental units in Beacon, including the number of units, type of unit, whether units are BMR or not, and last inspection date.

6. Work with the City Administration and City Attorney in 2026 to evaluate long-term plans for enforcement of City restrictions and regulations on Short-Term Rental Units and Below-Market Rate Units. Similarly, work with the City Administration and Building

Department regarding issues involving general code enforcement of rental units and any necessary updates to rental registry process or fees. Any recommended updates to the City's laws on these topics will be referred to and considered by the City Council.

7. Work with the City Planner on planning and zoning code topics identified as priority by the City Administration and Council. Similarly, work with the City Planner to identify areas of recommended focus to encourage adequate access to affordable housing in the City.

8. Partner with the Mayor and City council to identify and research housing-related proposals at the state and other government levels where resolutions of support could be beneficial to Beacon residents.

Title:

Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

ATTACHMENTS

Keane & Beane, P.C. Memorandum Regarding the Draft Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

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

KEANE & BEANE P.C.
ATTORNEYS AT LAW

Westchester
445 Hamilton Avenue
Suite 1500
White Plains, NY 10601
Phone 914.946.4777

Long Island
534 Broadhollow Road
Suite 460
Melville, NY 11747
Phone 631.776.5910

Mid-Hudson
200 Westage Business Center
Suite 120
Fishkill, NY 12524
Phone 845.896.0120

New York City
60 East 42nd Street
Suite 810
New York, NY 10165
Phone 646.794.5747

MEMORANDUM

TO: **Lee Kyriacou, Mayor**
Members of the Beacon City Council

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

RE: **Cable Franchise Agreement - Cablevision of Wappingers Falls (Optimum) re Final Items**

DATE: **December 5, 2025**

Our office is pleased to advise the City Council that negotiations with Cablevision of Wappingers Falls, Inc. (a/k/a "Optimum") (hereinafter "Cablevision") have concluded. As such, please find included with the Council's agenda packet a clean version of the latest draft of the Cable Franchise Agreement with Cablevision. The major edits since the last discussion are as follows:

1. Section 17.5: PEG Grants. PEG grants may only be utilized for capital costs of equipment, including but not limited to, studio and portable production equipment, editing equipment, and program playback equipment, or for renovations or construction of PEG access facilities, and for any other PEG Capital related needs of the City. In the past, Cablevision provided the City with a single $50,000 lump sum payment for the PEG grant. Cablevision has proposed a PEG Grant of $0.35 per customer to be paid monthly. This equals roughly $67,200 over the 10-year term; provided, subscriber numbers remain constant.

2. Section 18.5: Auditing of Cable Franchise Fees. Under the existing Cable Franchise Agreement, the City may only audit and request payment of underpaid Franchise Fees during a 1-year period (i.e., 365 days) from the date of payment. We have successfully negotiated a 6-year lookback period for audits and claims by the City for unpaid Franchisee Fee amounts.

3. Finally, while not a term of negotiation, please be advised, Cablevision has inserted an edit under Section 16.1 to reserve its statutory right to offset the Franchise Fee paid to the City by the "marginal costs" of providing noncash benefits to the City, such as free basic cable services and internet service. Under applicable Federal regulations and case law, Cablevision has the right to offset such noncash benefits from the Franchise Free. This is not currently done, and

we have been advised there is no current intent to do this, but they reserve the right to do so.

The final version of the Cable Franchise Agreement will be ready to be voted on at the Council's December 15, 2025, meeting.

Please do not hesitate to contact us with any questions. Thank you.

cc: Chris White, City Administrator

A FRANCHISE RENEWAL AGREEMENT

between the

City of Beacon, Dutchess County, State of New York

and

Cablevision of Wappingers Falls, Inc.

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service.

DRAFT

A FRANCHISE RENEWAL AGREEMENT

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

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

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

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

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

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

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

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

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business(provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as not constituting Cable Services revenue under federal or state law including, without limitation, revenue received from "telecommunications services" as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended; revenue received from "information services" as defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to services that are not Cable Services in accordance with federal law, rules, regulations, standards or orders as amended, provided, however, should revenue from any service provided by Franchisee over the Communications System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the City shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NYSPSC approving such amendment; further provided that no such amendment shall be made to this Agreement until such time as all other Cable Service providers operating within the City are also required to provide revenue from such service to the City as gross revenue (as defined in the franchise agreements of such other Cable Service providers); DVR functionality; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Communications System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Communications System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Communications System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the City including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a municipal, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing

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

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

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

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

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

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

1.21 "State": the State of New York

1.22 "Subscriber": A Person who lawfully receives Cable Service over the Communications System with Franchisee's express permission.

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

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

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

However, notwithstanding Sub-sections 1.23.1 and 1.23.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of

Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

PART I -- THE FRANCHISE

2.0 GRANT OF FRANCHISE

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

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

2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component.

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

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

2.6 *Construction of Agreement*:

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

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

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

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

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

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

4.0 TERRITORIAL LIMITS

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

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

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

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

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

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

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

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

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

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

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 Provided there is an offer of dedication of public ways to the City, which guarantees that such streets and other public rights of way within a planned residential subdivision will become publicly owned under the exclusive control of the Municipality, Franchisee shall, to the extent commercially practicable, install its cable and other underground facilities at the same time as the public utilities, such as telephone and electric. Franchisee shall not be subject to this requirement in the event that it cannot obtain consent from the developer to access its property.

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

6.5 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures utilized in its System. Franchisee shall comply with any general ordinance or regulations of the City regarding tree trimming. Except in emergencies, Franchisee may not prune trees at a point below thirty (30) feet above sidewalk grade without prior notice to, and any necessary and generally applicable approvals from, the Municipality. For purposes of this subsection, emergencies exist when it is necessary to prune to protect from imminent danger: (i) the public; (ii) Franchisee's employees, or the employees of Franchisee's contactors or sub-contractors; or (iii) Franchisee's facilities

6.6 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within fifteen (15) business days (weather permitting), replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within fifteen (15) business days and restored to as good a condition as existed before said work was commenced, to the extent practicable. Additionally, the Municipality may, upon the request of the Franchisee, grant the Franchisee reasonable extensions of the periods to complete the work set forth in this Subsection 6.6. In determining whether such extension request is reasonable (including the time requested for the extension), the Municipality may consider, and the Franchisee shall address in its extension request, the scale of the work, weather conditions, and other factors which impact Franchisee's ability to timely complete the work. All such repair or replacement work shall be performed to the reasonable satisfaction of the City. Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to

the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

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

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior written consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. To the extent required by applicable law, Franchisee shall notify the Municipality in writing of its intent to transfer the Franchise via submission of a FCC Form 394, or such similar form as may be provided by the FCC for such purpose, and including such information as is required therein.

7.2 No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, , or for transactions otherwise excluded under Section 1.23 above.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

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

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

8.1.2 Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

8.1.3 Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or

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

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

8.1.6 Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

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

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

a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

8.3 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, epidemics, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

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

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

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

9.0 SEVERABILITY

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

10.0 EFFECTIVE DATE AND TERM

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

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

10.3 Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide Cable Service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association**.**

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

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

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

12.0 SYSTEM SPECIFICATIONS

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

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

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than seventy three (73) video programming channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include

reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

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

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

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

13.0 SYSTEM PERFORMANCE STANDARDS

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

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

14.0 SYSTEM MAINTENANCE AND REPAIR

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

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

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

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

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide Cable Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

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

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

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

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

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

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

16.0 MUNICIPAL AND SCHOOL SERVICE

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

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

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

16.4 As used in this Agreement, the terms:

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

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

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

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

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

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

17.3 The Franchisee shall designate up to (i) one (1) full-time activated public access channel, up to (ii) one (1) full-time activated government access channel, and up to one (1) educational access channel. All PEG channels provided by the Franchisee may be offered in any format using any transmission method. If required by applicable law, the PEG Channels shall be provided on Franchisee's basic service tier.

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

17.5 In consideration of the grant of the rights in this Agreement for the term described herein, and subject to Section 17.5.1. 17.5.2 and 17.5.3., Franchisee shall tender to Municipality, for the support of PEG access capital needs, the sum of thirty-five cents ($.35) per subscriber per month for ten (10) years commencing on the Effective Date. Franchisee shall make 40 quarterly payments to the LFA during the term of the Franchise. Such payments shall be made no later than sixty (60) days following the end of each calendar quarter. The first payment shall be made no later than sixty (60) days following the end of the next succeeding calendar quarter following the Effective Date. The Municipality shall use the funds described in this Section 17.5 only for PEG access capital support and for the sole benefit of Franchisee's subscribers.

17.5.1 The PEG Grant shall be used solely by the City for PEG access equipment, including but not limited to, studio and portable production equipment, editing equipment, and program playback equipment, or for renovations or construction of PEG access facilities, and for any other PEG Capital related needs of the City.

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

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

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

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

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

18.2 Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

18.3 A brief report prepared by a representative of the Franchisee specifically detailing the basis for the Franchise Fee computation shall be provided to the Municipality.

18.4 Franchisee shall be responsible for making available to the Municipality for inspection, copying, and audit, all records necessary to confirm the accurate payment of Franchise Fees, whether the records are held by the Franchisee, an affiliate, or any other entity that collects or receives funds related to the Franchisee's Cable Service operation in the Municipality subject to the payment of Franchise Fees under this Agreement. Franchisee shall maintain such records for six (6) years at a location within the State of New York, provided that, if the Municipality commences an audit within that six (6) year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that six (6) year period. The Municipality shall conduct all audits expeditiously, and neither the Municipality nor Franchisee shall unreasonably delay the completion of an audit. The Municipality shall bear the costs of the audit. If re-computation results in additional revenue to be paid to the Municipality, such amount

shall be subject to interest charges computed from the due date, at a rate of nine percent (9%) per annum during the period such unpaid amount is owed. If the audit determines that there has been an overpayment by Franchisee, the Franchisee may credit any overpayment against its next quarterly payment. Such audit shall be conducted by an independent third party, at the Municipality's sole choice. The Municipality or its agent may question and request data concerning the calculation or scope of the franchise fees paid by Franchisee to the Municipality pursuant to this Section 18 within six (6) years of their payment. The parties agree that the period of limitation for the commencement of any action for recovery of any Franchise Fee payable pursuant to this Agreement shall be six (6) years from the date on which payment by Franchisee is due; provided, however, that nothing herein shall be construed to preclude or extinguish the Municipality's right to audit and/or challenge the calculation of, or the payment of, Franchise Fees paid by Franchisee to the Municipality under the prior Franchise Agreement for a period of three hundred sixty-five (365) days from the date of payment.

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

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

19.0 INDEMNITY AND INSURANCE

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

19.1.1 Personal injury or death: $1,000,000 per person

$2,000,000 aggregate

19.1.2 Property damage: $1,000,000 per occurrence

2,000,000 aggregate

19.1.3 Excess liability or umbrella coverage: $10,000,000

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

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

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

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

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

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the

Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

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

20.0 RATES AND CHARGES

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

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

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

21.0 EMPLOYMENT PRACTICES

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

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

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

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

22.2.1 In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or

agent of Franchisee. Franchisee shall reimburse the Municipality for the reasonable costs of such designee

22.2.2 The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests. The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

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

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

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

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

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

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

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

24.3 Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

25.0 MANDATORY RECORD KEEPING

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

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

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

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

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

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

25.7 Franchise shall also retain the following records:

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

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

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

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

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

26.0 MUNICIPAL EMERGENCIES

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

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

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

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

28.0 EMPLOYEE IDENTIFICATION/TRAINING

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

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

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

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

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

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

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

30.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

31.0 NOTICE

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

Notices to the Franchisee shall be mailed to:

Optimum Communications.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs

With a copy to:

Cablevision of Wappingers Falls, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

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

Notwithstanding anything herein to the contrary, all regulatory channel and rate notices from Franchisee to the Municipality may be served electronically upon the Municipality, instead of by first class mail as described above, to cityofbeacon@beaconny.gov and cityclerk@beaconny.gov, or such other email address(es) provided by the Municipality.

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon forty-five (45) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent

repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

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

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

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

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

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

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8.0 Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8.0, and provided, however, that the claimed breach has occurred no later than six (6) years prior to Municipality providing notice to Franchisee.

34.0 COMPETITIVE FAIRNESS

34.1 In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent Cable Services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar

authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

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

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

35.0 APPROVAL OF THE NYSPSC

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

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

City of Beacon

BY: _____

Mayor

date: _____

CABLEVISION OF **WAPPINGERS FALLS, INC.**

By: _____

Senior Vice President, Government Affairs

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

DRAFT

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

City Hall
One Municipal Plaza
Beacon, NY 12508

Beacon Transfer Station
90 Dennings A venue
Beacon, NY 12508

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

Beacon Fire Department
1140 Wolcott Avenue
Beacon, NY 12508

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

Beacon Board of Education
10 Education Drive
Beacon, NY 12508

Rombout Middle School
84 Matteawan Road
Beacon, NY 12508

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

Sargent Elementary School
29 Education Drive
Beacon, NY 12508

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

Glenham Elementary School

20 Chase Road
Beacon, NY 12508

Howland Public Library
3 13 Main Street
Beacon, NY 12508

Beacon Recreation Center
23 West Center Street
Beacon, NY 12508

Beacon Highway Facility
30 Camp Beacon Drive
Beacon, NY 12508

Beacon High School
101 Matteawan Road
Beacon, NY 12508

DRAFT

City of Beacon City Council Agenda
12/08/2025

Title:

Setting a City Council Hybrid Meeting for January 5, 2025

ATTACHMENTS

Draft Resolution Setting a City Council Hybrid Meeting for January 5, 2025

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. __ OF 2025

SETTING A CITY COUNCIL MEETING FOR JANUARY 5, 2026

BE IT RESOLVED THAT the City Council hereby schedules a public City Council hybrid meeting for January 5, 2026 at 7:00 pm, at which time the newly convened City Council will adopt a calendar for the remainder of 2026.

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

City of Beacon City Council Agenda
12/08/2025

Title:

Authorization of the Sale of Property at 57 East Main Street in the City of Beacon

ATTACHMENTS

Draft Resolution Authorizing the Sale of Property at 57 East Main Street in the City of Beacon

Sale of Property at 57 East Street in the City of Beacon - SEAF Part 1

Sale of Property at 57 East Main Street in the City of Beacon - SEAF Parts 2-3

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. ___ OF 2025

AUTHORIZING THE SALE OF PROPETY AT
57 EAST MAIN STREET IN THE CITY OF BEACON

WHEREAS, there exists in the City of Beacon, (the "City") County of Dutchess, and State of New York a certain improved parcel of land known and designated as 57 East Main Street which is identified as tax parcel 130200-6054-378-186702 (the "Property"); and

WHEREAS, the Property is not needed for City purposes; and

WHEREAS, after the issuance of an RFP for real estate broker services, the City retained Compass Gatehouse Realty ("Compass") to market the Property for sale; and

WHEREAS, the Property was actively marketed by Compass and the City has received offers to purchase the Property; and

WHEREAS, the Beacon City Council (the "City Council") has the authority pursuant to General City Laws § 20 to sell and convey real property, when not needed for City purposes; and

WHEREAS, pursuant to Section 1.07 of the City Charter, the City Council may by resolution vote to sell City property upon such terms and conditions as the City Council may deem proper.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617, and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council hereby declares that the Property is not needed for municipal purposes; and

BE IT FURTHER RESOLVED, the City Council hereby approves of the sale of the Property to _____, or a Limited Liability Company to be formed by the Purchaser (collectively the "Purchaser") for the price of $_____and 00/100; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Administer to (a) to execute and deliver (i) a Purchase and Sale Agreement between the City and the Purchaser (the "Contract") to be prepared by the City Attorney consistent with the business terms discussed with the City Council, (ii) a quitclaim deed and such other documents as are required to be delivered at Closing pursuant to the terms of said Contract (collectively, the "Contract Deliverables"), and (iii) any and all other documents the City Administrator deem necessary or advisable to consummate the sale of the Property in accordance with the Contract, and (b) to take such any and all other actions as are necessary or advisable to effectuate the purpose of this Resolution.

Resolution No. __ of 2025 **Date: _____, 2025**

□ **Amendments** □ **2/3 Required**

□ **On roll call** □ **3/4 Required**

Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Paloma Wake					
		Amber Grant					
		Molly Rhodes					
		Jeffrey Domanski					
		Pam Wetherbee					
		George Mansfield					
		Mayor Lee Kyriacou					
		Motion Carried					

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

City of Beacon

Name of Action or Project:

Sale of real property located at 57 East Main Street, Beacon, New York.

Project Location (describe, and attach a location map):

57 East Main Street, Beacon, New York.

Brief Description of Proposed Action:

The Proposed Action entails the sale of +/- 0.10 acres of real property owned by the City of Beacon located at 57 East Main Street, Beacon, New York, known and designated on the Tax Map of the City of Beacon as Parcel ID #6054-38-186702 (the "Property"). The Property is no longer needed for a public purpose as it is no longer utilized as a firehouse. The Property will be sold to a private property for adaptive re-use. There are no known or proposed disturbances to the land associated with the Proposed Action. Any future development will be subject to the City's land use regulations. Therefore, the sole action for the purposes of the current review undertaken pursuant to the State Environmental Quality Review Act (SEQRA) is the sale of the +/- 0.105 acre Property to a private party.

Name of Applicant or Sponsor:	Telephone: 845-838-5009
City of Beacon	E-Mail: cwhite@beaconny.gov

Address:

1 Municipal Plaza

City/PO:	State:	Zip Code:
Beacon	New York	12508

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:	☐	☐

3. a. Total acreage of the site of the proposed action? 0.10 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0.10 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____ _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ _____	☐	☑

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☐	☑
The Property is listed on the National Register of Historic Places. Several other properties in the vicinity are listed as eligible. . b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ Fishkill Creek - No impacts or disturbances will occur. The Property is physically seperated from the Fishkill Creek by Water Street and several buildings. _____ _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☑ Urban ☑ Suburban

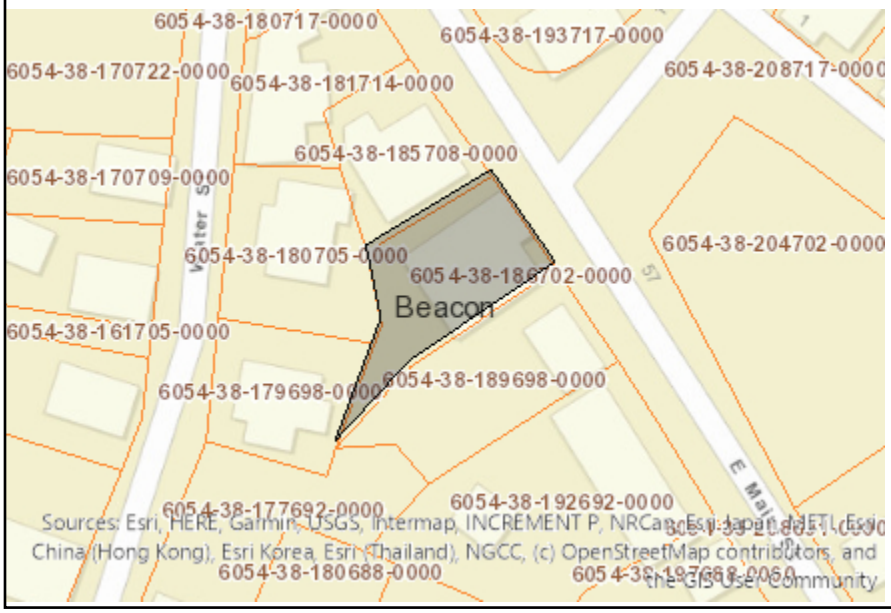
	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes,		
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	☑	☐
If Yes, explain the purpose and size of the impoundment:		
~~1~~9. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	☑	☐
If Yes, describe:		
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	☐	☑
If Yes, describe: Churchill Mills (Site No. C314118, Class N).		

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: City Council of the City of Beacon Date: Decemebr 5, 2025

Signature: /s/ Nicholas M. Ward-Willis Title: City Attorney

PRINT FORM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources to confirm data provided by the Mapper or to obtain data not provided by the Mapper.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

Agency Use Only [If applicable]

Project:	Sale of 57 E. Main Street
Date:	November 25, 2025

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: Sale of 57 E. Main St

Date: November 25, 2025

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The Proposed Action entails the sale of +/- 0.10 acres of real property owned by the City of Beacon located at 57 E. Main Street, Beacon, New York, known and designated on the Tax Map of the City of Beacon as Parcel ID #6054-38-186702 (the "Property"). The Property is located in the City's R1-5 Zoning District and is listed on the National Register of Historic Places. The Property is no longer needed for a public purpose as it is no longer utilized as a firehouse. The Proposed Action does not include any construction, disturbance, or other physical activity impacting the environment. The Proposed Action will not have a significant adverse impact on the environment for the following reasons:

The sale of real property (the "Proposed Action") does not impact the environment. The Property is also located in the City's Historic District and Landmark Overlay Zone which provides additional protections to avoid future adverse impacts to the character or quality of important historical, archaeological, architectural, or aesthetic resources or of the existing community or neighborhood character. The Proposed Action will not cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels nor a substantial increase in solid waste production; there will not be a substantial increase in potential for erosion, flooding, leaching or drainage problems. As the existing developed Property is located in a developed residential area of the City and there is no tree removal proposed, there will be no adverse impacts to flora or fauna caused by the Proposed Action, nor will there be any adverse impact to threatened/endangered species or their habitats (e.g., Indiana Bat). The Proposed Action is not in conflict with the City's land use regulations, plans or goals, nor will it cause a major change in the use of municipal infrastructure (e.g., water, sewer, and electricity). The Property is not located in a critical environmental area. The Proposed Action is not expected to result in a substantial change in land use intensity, nor diminish open space, agricultural, or recreational resources, or create any hazards to human health. Therefore, the Proposed Action (i.e., the sale of the Property) will not cause a substantial adverse environmental impact.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

City of Beacon	December 8, 2025
Name of Lead Agency	Date
Christopher White	City Administrator
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	/s/ Nicholas M. Ward-Willis, Esq (City Attorney)
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM