



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

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

**September 21, 2020
7:00 PM
City Council Agenda**

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

[Notice of Change in Meeting Location September 21](#)

Public Hearings:

1. [Public Hearing to Discuss a Proposed Local Law to Amend Chapter 134 and Chapter 223, Section 24.7, 41.18.G\(3\), and 41.18.J\(15\) of the Code of the City of Beacon Concerning Historic Preservation](#)

Community Segment

[Spirit of Beacon
Day](#)

Reports

Local Laws and Resolutions - Consent Agenda:

1. [Resolution Authorizing the City of Beacon to Appoint Steve Bechtold as the Highway Department Head Mechanic](#)
2. [Resolution Authorizing the City of Beacon to Appoint Peter Delfico as a Highway Department Auto Mechanic II](#)
3. [Resolution Authorizing the City of Beacon to Appoint Nicholas Durso as a Highway Department Auto Mechanic I](#)
4. [Resolution Accepting an Easement and Right-of-Way Maintenance Agreement Regarding Edgewater](#)
5. [Resolution Setting a Public Hearing to Discuss a Proposed Local Law Regarding Parking on](#)

Mountain Lane, Pocket Road and Exeter Circle for October 19, 2020

6. Resolution Authorizing the City of Beacon to Enter into an Agreement with NYS DOT for Maintenance and Repair of a Cross Walk System on NYS Route 9D at River Ridge
7. Resolution to Certify Base Percentages and Proportions for the 2020 Assessment Roll Pursuant to Article 19 of the Real Property Tax Law

2nd Opportunity for Public Comments:

Approval of Council Minutes

City Council Meeting Minutes August 17,
2020

Adjournment:

City of Beacon City Council Agenda
09/21/2020

Title:

Notice of Change in Meeting Location September 21

ATTACHMENTS

[Notice of Change in Meeting Location September 21](#)



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

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

<https://us02web.zoom.us/j/84538802436?pwd=UkxzY0hGK0xnK0FLNlhXMGNiLzhxUT09>

Webinar ID: 845 3880 2436 Passcode: 117620. To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID: 845 3880 2436 Passcode: 117620. The City Council's agenda is available online in advance of meetings at <http://www.cityofbeacon.org/index.php/agendas-minutes/>. The public can email written comments or questions for regular City Council Meetings by 5pm on the day of the meeting addressed to cityofbeacon@cityofbeacon.org. Any member of the public who has questions should contact the City Administrator in advance of the meeting at 845 838 5010 or aruggiero@cityofbeacon.org.

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

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of September 21, 2020 at 7:00 pm can be accessed live at [https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-](https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg)

[SuDxg](https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg)

City of Beacon City Council Agenda
09/21/2020

Title:

Public Hearing to Discuss a Proposed Local Law to Amend Chapter 134 and Chapter 223, Section 24.7, 41.18.G(3), and 41.18.J(15) of the Code of the City of Beacon Concerning Historic Preservation

ATTACHMENTS

Memorandum from Dutchess County Planning and Development Regarding HDLO

Memorandum from the Planning Board Regarding the Proposed HDLO

Proposed Local Law to Amend Chapter 134 and Chapter 223, Section 24.7, 41.18.G(3), and 41.18.J(15) of the Code of the City of Beacon Concerning Historic Preservation

Dutchess County Department of Planning and Development	Fax Info	To Jennifer Cocozza	Date 8/10/20 # pgs 16
		Dept Planning and Development	From Collin Milone
		Fax #	Phone # 845-838-5010

239 Planning/Zoning Referral – Exemption Communities

Municipality:
City of Beacon

Referring Agency:
☐ Planning Board
☐ Zoning Board of Appeals
☒ Municipal Board

Tax Parcel Number(s):

Project Name:
Proposed Historic District Landmark Overlay Local Law

Applicant:
City of Beacon City Council

Address of Property:

Parcel(s) within 500 feet of:

☒ State Road _____
☐ County Road _____
☐ State Property (w/public building or recreation area)
☒ County Property (w/public building or recreation area)
☒ Municipal Boundary
☐ Farm operation in an Agricultural District

Actions Requiring 239 Review

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

Exempt Actions:*
239 Review is NOT Required

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

☐ Exempt Action submitted for informal review

Date Response Requested (if less than 30 days):

If subject of a previous referral, please note County referral number(s): 18-068

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

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:
☒ Matter of Local Concern
☐ No Jurisdiction
☐ No Authority
☐ Project Withdrawn
☐ Exempt from 239 Review

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

Date Submitted: 8/11
Date Received: 8/11
Date Requested:

Notes:

☐ Major Project

Date Required: 9/9
Date Response Faxed: 9/9

☐ Also mailed hard copy

Referral #: ZR 20-213

Reviewer: Jennifer Cocozza

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Memorandum

Planning Board

TO: Mayor Lee Kyriacou and City Council Members

FROM: Planning Board Chairman Gunn and Planning Board Members

RE: Local Law Amending Chapter 134 and Chapter 223 Sections 24.7, 41.18G(3) and 41.18J(15) – Historic District and Landmark Overlay Zone

DATE: September 10, 2020

As requested the Planning Board reviewed the Local Law Amending Chapter 134 and 223 Sections 24.7, 41.18G(3) and 41.18J(15) at their September 9th meeting as requested. The City Planner summarized the proposed changes and a lengthy discussion took place. The five members present strongly agreed on the following points:

1. Section 134-6 needs to better define the submission requirements, including the necessity for submitted drawings, and the design criteria in order to provide direction to the applicant and members for review purposes;
2. If the evaluation is to be focused on Identified Historic Features in the Historic Resource Inventory Forms, the forms summarizing historic features of a property must be reviewed and, if necessary, updated to include specific architectural features in order to ensure proper implementation.
3. Painting and color choices should remain part of the approval requirements;
4. The Board generally supported limiting the review to features visible from a public street, public sidewalk, or public park, but thought there needed to be exceptions for particularly important interiors that are open to the public. For example, the inventory form for the Howland Center should include the interior space as an Identified Historic Feature.

If you have any questions, please feel free to contact me.

DRAFT 8/6/2020

DRAFT LOCAL LAW NO. ____ OF 2020

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND
CHAPTER 134 AND CHAPTER 223, SECTIONS 24.7, 41.18.G(3), AND
41.18.J(15) OF THE CODE OF THE CITY OF BEACON

A LOCAL LAW to
amend Chapter 134
and Chapter 223,
Section 24.7,
41.18.G(3), and
41.18.J(15) of the
Code of the City of
Beacon concerning
Historic Preservation.

BE IT ENACTED by the City Council of the City of Beacon as follows:

Section 1. The term “Historic District and Landmark Overlay Zone” shall be deleted and replaced with the term “Historic Property Properties Overlay Zone” throughout the entire Code of the City of Beacon.

Section 2. The term “HDLO” shall be deleted and replaced with the term “HPO” throughout the entire Code of the City of Beacon.

Section 3. Chapter 134 of the Code of the City of Beacon entitled “Historic Preservation” is hereby amended as follows:

§ 134-1. Purpose.

The City of Beacon wishes to encourage the preservation of properties that are re-exist within the City of Beacon landmarks, structures, buildings and districts of special historical or architectural significance which, by reason of their antiquity or uniqueness of architectural construction or design, are of particular significance to the heritage of the City, county, state or nation.

§ 134-2. Historic Properties Overlay Zone~~District~~.

~~An Historic Property District and Landmark Overlay (HPO) Zone (HDLO) is hereby established for the purposes of encouraging the preservation of properties~~protection, enhancement, perpetuation and use of buildings and structures of and appurtenant vistas having special historical or architectural significance~~aesthetic value which represent or reflect elements of the City's cultural, social, economic, political and architectural history.~~

§ 134-3. Definitions.

Unless specifically defined below, words or phrases in this chapter shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this chapter its most reasonable application.

ALTERATION

Any act or process that changes one or more of the ~~identified historical~~exterior architectural features of a structure that is visible from a public street, public sidewalk or public park, including but not limited to the ~~erection, construction, reconstruction,~~ demolition, moving or removal of any structure. For the purposes of this Chapter, alteration excludes maintenance, repair or replacement of an identified historical feature which does not involve a change in design or outward appearance,- as well as -plumbing and/or electrical work and any minor, accessory, utility or security related changes that do not substantially detract from the historic property. In the HPO zone, a building permit and certificate of appropriateness are required for an alteration-

CERTIFICATE OF APPROPRIATENESS

A certificate issued by the Planning Board ~~authorizing indicating its approval of plans for the~~ alteration, construction, ~~removal~~ or demolition of ~~an exterior architectural~~identified historical feature of a designated historic property or structure located wholly or partially within a designated historic district. ~~a landmark or of a structure within an historic district.~~

CERTIFICATE OF ECONOMIC HARDSHIP

A certificate issued by the Zoning Board of Appeals authorizing ~~an the~~ alteration, construction, ~~removal~~ or demolition ~~even though where~~ a certificate of appropriateness has previously been denied by the Planning Board.

CONSTRUCTION

~~The act of making an addition to an existing structure or the erection of a new principal or accessory structure on a historic property lot or parcel.~~

DEMOLITION

~~Any act or process that destroys in part or in whole a landmark or historic a structure or a structure within an historic district.~~

IDENTIFIED HISTORICAL FEATURE

An exterior feature of a structure or property specifically identified as a contributing historic element in the Historic Resource Inventory Form and open to view from a public street, public sidewalk or public park. In all cases, including where a historic property does not have a Historic Resource Form, the design and general arrangement of the exterior of a structure open to view from a public street, public sidewalk or public park, including the nature and style of the building, windows, doors, or similar items found on or related to the exterior of an historic structure shall be considered an identified historical feature.

EXTERIOR ARCHITECTURAL FEATURES

The design and general arrangement of the exterior of a structure open to view from a public way, public property or any part of any public building, public street, public sidewalk, or public park, including the kind and texture of building materials and number, proportion, type and spacing of windows, doors, walls, roofs, murals, projections and signs. This term shall also include all earthworks, sidewalks, driveways, fences, trees, landscaping and other site features visible from a public way, public property or any part of any public building, public street, public sidewalk or any public park that are specifically identified as a contributing element in the Historic Resource Inventory Form.

HISTORIC DISTRICT

An area designated as an "historic district" by action of the City Council in enacting this chapter and which contains within definable geographic boundaries one or more landmarks and which may have within its boundaries other properties or structures that, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the historic district.

HISTORIC PROPERTY LANDMARK

A property or structure designated as historic a "landmark" by action of the City Council pursuant to this in enacting this chapter that is worthy of rehabilitation, restoration and preservation because of its historic and/or architectural significance to the City of Beacon. This definition shall also include all non-historic properties located in an area designated as a historic district by action of the City Council.

OWNER OF RECORD

The person, corporation or other legal entity issued as owner of a parcel according to the records of the Dutchess County Clerk.

REPAIR

Any change that is not construction or alteration.

STRUCTURE

~~Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality of the foregoing, buildings, fences, gazebos, walls, sidewalks, signs, billboards, backstops for tennis courts, radio and television antennae, including supporting towers, and swimming pools.~~

§ 134-4. Designation of landmarks ~~or historic districts.~~

- A. The City Council may act upon its own initiative, or upon petition from the owner of a proposed ~~historic landmark, site, structure or~~ property, the Planning Board, or historic preservation committee, to consider designation of ~~an historic district or historic landmark, site, structure or~~ property. ~~All designated historic districts and landmarks shall be included in the HDLO.~~ All nominations shall include a New York State Office of Parks, Recreation and Historic Preservation Historic Resource Inventory Form, or an equivalent form, describing the building and site and identifying the criteria for nomination under § 134-4.B.
- B. The City Council shall, ~~upon investigation as it deems necessary, make a determination as to~~ whether a proposed ~~historic property district or landmark~~ meets one or more of the following criteria:
- ~~(1) Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the City, county, state or nation;~~
 - ~~(2) Is identified with historic personages or with important events in national, state or local history;~~
 - ~~(3)(1) Has Embodies~~ distinguishing architectural characteristics ~~of an architectural type specimen, inherently valuable for a study~~ of a period, style, method of construction, ~~or of~~ indigenous materials or craftsmanship;
 - (2) Has special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the community;
 - ~~(4)(3) Is eligible Is the work of a designer whose work has significantly influenced an age; or~~
 - (5) Qualifies for inclusion on the State or National Registers of Historic Places.
- C. Notice of a proposed designation shall be sent by certified mail or personal delivery to the owner of the property proposed for designation, describing the property proposed and announcing a public hearing by the City Council to consider the designation. Once the City Council has issued notice of a proposed designation, no building permits shall be issued by the Building Inspector until the Council has made its decision.

- D. Notice of the public hearing shall be given by publication in a newspaper of general circulation in the City of Beacon at least fourteen (14) calendar days prior to the date of such hearing.
- E. The City Council shall hold a public hearing prior to designation of any ~~landmark or historic property district. The City Council, owners and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain reports, public comments or other evidence offered outside of the hearing.~~
- F. In determining whether ~~or not~~ to designate a new historic ~~property landmark~~, the City Council shall consider the factors listed in § 134-4.B and any testimony or evidence presented during the public hearing.
- G. The City Council shall make a decision within sixty (60) days of the conclusion of the hearing, the City Council shall render its decision on the proposed designation. If the City Council fails to act within sixty (60) days, or fails to extend the period in which to act, the designation shall be deemed to have been denied. A super-majority vote of ~~two-thirds of five (5)~~ Council members ~~voting~~ is necessary to designate a new historic landmark if the property owner objects to such designation.
- H. The City Council shall ~~notify the owner of forward notice of each property designated historic property as a landmark and the boundaries of each designated historic district to the property owner, the City Clerk, the Planning Board, the Zoning Board, and the offices of the Dutchess County Clerk for recordation.~~
- I. ~~DA list of~~ designated ~~historic~~ properties shall be ~~maintained on file with the City Clerk and~~ shown on the City of Beacon Zoning Map.

§ 134-5. Uses permitted by special permit.

Section 223-24.7 of Chapter 223, Zoning, of the City Code, enumerates ~~the additional~~ uses ~~that which~~ may be permitted by special permit, issued by the ~~City Council~~ Planning Board in the Historic ~~Properties District and Landmark~~ Overlay Zone, and the process by which such uses may be permitted.

§ 134-6. Certificate of appropriateness.

- A. Applicability. Applications for a building permit involving alteration, construction, or demolition of an identified historical feature of a designated historic property or structure located wholly or partially within a designated historic district shall require certificate of appropriateness approval from the Planning Board. -No building permit shall be issued until a certificate of appropriates has first been issued by the Planning Board or a certificate of economic hardship is approved by the Zoning Board. If a certificate of appropriateness has been approved, then a building permit or any other approval issued

for the same work or activity shall be consistent with the terms and requirements of the certificate of appropriateness. If the certificate of appropriateness is denied, the Building Inspector shall refuse to grant a building or other permit.~~No person shall carry out any exterior alteration of a landmark or property within an historic district without first obtaining a certificate of appropriateness from the Planning Board or a certificate of economic hardship from the Zoning Board. No certificate of appropriateness is needed for changes to interior spaces, unless they are open to the public, to architectural features that are not visible from a public street or way, public property or public building, or for the installation of a temporary sign as described in § 223-15F of the Zoning Ordinance of the City of Beacon if located in a nonresidential district. Nothing in this chapter shall be construed to prevent the ordinary maintenance and repair of any exterior architectural identified historical feature of a landmark or property within an historic district which does not involve a change in design, material or outward appearance.~~

B. Application. The Building Inspector shall transmit any building permit application involving alteration, construction, or demolition of an exterior architectural identified historical feature of a historic property or structure located wholly or partially within a designated historic district to the Planning Board. The Planning Board shall review the building permit application pursuant to the criteria set forth in § 134-6.C to determine whether to issue a certificate of appropriateness.

C. Criteria. In determining whether to issue a certificate of appropriateness, ~~The reviewing certificate of appropriateness application,~~ the Planning Board shall give consideration to the following:

- (1) The historic or architectural value or significance of the structure and its relation to the historic character of the surrounding area.
- (2) The relationship of the identified exterior architectural historical features of such structure to the rest of the structure and to the surrounding area.
- (3) For an addition or new structure, the compatibility of exterior design in terms of scale, arrangement, texture and materials proposed, roof and cornice forms if applicable, spacing and proportion of windows and doors, exterior architectural details, and street-front fixtures.
- (4) For a proposal requiring site development plan or special permit approval in addition to a certificate of appropriateness, the Planning Board shall apply the design standards in § 134-7.

D. Review.

- (1) The certificate of appropriateness required by this act shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of Beacon. Where site plan review, special permit or subdivision approval

is also required for the application, the certificate of appropriateness procedure shall be conducted simultaneously with such review by the Planning Board.

- (2) The Planning Board shall approve, deny or approve the permit with modifications within 4560 days from the Planning Board's receipt of the completed building permit application. The Planning Board may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B.

~~§ 134-7. Criteria for approval of a certificate of appropriateness or special permit in the HDLO.~~

~~A. Historic districts are living entities that have typically grown and accommodated change through multiple time periods. HDLO buildings are recognized as models for how to design high-quality, enduring structures that have gained in public appreciation over time, thereby serving as excellent examples for sustainable development. In reviewing an HDLO application and plans, the City Council or Planning Board shall give consideration to:~~

- ~~(2) The historic or architectural value or significance of the structure and its relation to the historic character of the surrounding area.~~
- ~~(3) The relationship of the exterior architectural features of such structure to the rest of the structure and to the surrounding area.~~
- ~~(4)(5) The compatibility of exterior design in terms of scale, arrangement, texture and materials proposed, roof and cornice forms, spacing and proportion of windows and doors, exterior architectural details, signs, and street-front fixtures.~~

§ 134-7 Site plan or special permit design standards

~~B.A.~~ In applying the principle of compatibility, the City Council or Planning Board shall use the following standards when considering a site development plan application or special permit pertaining to a designated historic property. ~~for new structures, additions, or alterations in the HDLO.~~ Standards using the verb “shall” are required; “should” is used when the standard is to be applied unless the Planning Board or City Council finds a strong justification for an alternative solution in an unusual and specific circumstance; and “may” means that the “standard” is an optional guideline that is encouraged but not required.

- (1) The design, character, and appropriateness to the property of the proposed alteration or new construction.

- (a) Construction shall build on the historic context with applications required to demonstrate aspects of inspiration or similarities to adjacent ~~HDLO~~HPO structures or historic buildings in the surrounding area.
 - (b) Compatibility does not imply historic reproduction, but new architecture shall also not arbitrarily impose contrasting materials, scales, colors, or design features.
 - (c) The intent is to reinforce and extend the traditional patterns of the ~~HDLO~~HPO district, but new structures may still be distinguishable in up-to-date technologies and details, most evident in window construction and interiors.
 - (d) Exterior accessory elements, such as signs, lighting fixtures, and landscaping, shall emphasize continuity with adjacent ~~HDLO~~HPO properties and the historic characteristics of the sidewalk and streetscape.
 - (e) Where possible, parking shall be placed towards the rear of the property in an unobtrusive location with adequate screening from public views, unless another location provides better screening.
- (2) The scale and height of the proposed alteration or new construction in relation to the property itself, surrounding properties, and the neighborhood.
- (a) Where possible, an addition to an historic structure should be placed towards the rear, or at least recessed, so that the historic structure remains more prominent than the subsidiary addition.
 - (b) Any alteration or addition to an historic structure shall not damage or obscure the character-defining features of the architecture or site to the maximum extent possible.
 - (c) The height of any new building facades in the ~~HDLO~~HPO shall not conflict with the heights of adjacent historic structures on adjoining ~~HDLO~~HPO parcels.
 - (d) Larger buildings or additions should incorporate significant breaks in the facades and rooflines, generally at intervals of no more than 35 feet.
- (3) Architectural and site elements and their relation to similar features of other properties in the ~~HDLO~~HPO.
- (a) It is not appropriate to disrupt the relationship between an historic building and its front yard or landscape, including screening historic properties from traditional street views by high walls or hedges.

- (b) Historic storefronts, porches, cornices, window and door surrounds, or similar architectural features should not be enclosed, obscured, or removed so that the character of the structure is substantially changed.
- (c) Deteriorated building features should be repaired rather than being replaced and, if not repairable, should be replicated in design, materials, and other historic qualities.
- (d) New buildings in the ~~HDL~~HPO should have a top-floor cornice feature or eave and first-floor architectural articulation, such as an architecturally emphasized entrance doorway or porch, to accent the central body of the building.
- (e) Architectural features and windows shall be continued on all sides that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls.
- (f) New ~~HDL~~HPO buildings shall have a front entrance door facing the primary street and connected to the sidewalk.
- (g) Primary individual window proportions shall be greater in height than width, but the approving body may allow exceptions for storefront, transom, and specialty windows. Mirrored, reflective, or tinted glass and all-glass walls, except greenhouses, shall not be permitted. Any shutters shall match the size of the window opening and appear functional.
- (h) Finish building materials should be wood, brick, traditional cement-based stucco, stone, smooth cast stone, smooth-finished fiber-cement siding, or other materials deemed acceptable by the approving body. 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 rough-cut stone, synthetic brick, synthetic stucco, exterior insulation and finishing system (EIFS), direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.
- (i) Materials and colors should complement historic buildings on the block. Fluorescent, neon, metallic, or other intentionally garish colors, as well as stripes, dots, or other incompatible patterns, shall be prohibited.
- (j) Mechanical equipment and refuse containers shall be concealed from public view by approved architectural or landscaping elements and shall be located to the rear of the site. Window or projecting air conditioners shall not be permitted on the front façade of new buildings or additions.

~~§ 134-8. Certificate of appropriateness application procedure.~~

- ~~A. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for such a certificate with the Planning Board. The application shall include:~~
- ~~(1) The name, address and telephone number of the applicant.~~
 - ~~(2) Scaled drawings showing the proposed changes.~~
 - ~~(3) Descriptions or samples of materials to be used.~~
 - ~~(4) Where the proposal includes signs or lettering, a scaled drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination, if any, and a plan showing the sign's location on the property.~~
 - ~~(5) Any other information which the Planning Board may deem necessary in order to visualize the proposed work.~~
- ~~B. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Planning Board. The certificate of appropriateness required by this act shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of Beacon.~~
- ~~C. The applicant may consult with the Planning Board or its designated agent prior to submitting an application.~~
- ~~D. Where site plan review or subdivision approval is also required for the application, the certificate of appropriateness procedure shall be conducted simultaneously with such review by the Planning Board.~~
- ~~E. The Planning Board shall approve, deny or approve the permit with modifications within 45 days from receipt of the completed application. The Planning Board may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B.~~
- ~~F. All decisions of the Planning Board shall be in writing. A copy shall be sent to the applicant by registered mail and a copy filed with the City Clerk's Office for public inspection. The Planning Board's decision shall state the reasons for denying or modifying any application.~~

§ 134-~~79~~. Hardship criteria and application procedure.

- A. An applicant whose certificate of appropriateness has been denied may apply for relief to the Zoning Board of Appeals for a certificate of economic hardship to obtain relief from the requirements of this chapter. Upon receipt of an application for relief, the Zoning

Board shall, within 45 calendar days thereafter, hold a public hearing. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.2.B.

- B. At the public hearing, the Zoning Board may hear testimony and entertain the submission of written evidence from the applicant and/or the public.
- C. To obtain a certificate of economic hardship, the applicant must prove the existence of economic hardship by establishing that:
 - (1) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible; and
 - (2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
 - (3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- D. The Zoning Board shall take into consideration the economic feasibility of alternatives to ~~removal~~, alteration, construction or demolition of a landmark or portion thereof, and balance the interest of the public in preserving the historic landmark or building, or portion thereof, and the interest of the owner in removing, altering or demolishing the landmark or portion thereof.
- E. The Zoning Board shall make a decision within 30 days of the conclusion of the hearing on the application. The Board's decision shall be in writing and shall state the reasons for granting or denying the hardship application.
- ~~F. All decisions of the Zoning Board of Appeals shall be in writing. A copy shall be sent to the applicant, and a copy shall be filed with the City Clerk. The Board's decision shall state the reasons for approving or denying the application. If the Zoning Board of Appeals approves the application, the Board shall issue a certificate of economic hardship.~~

§ 134-~~810~~. Enforcement.

All work performed pursuant to a certificate of appropriateness issued under this chapter shall conform to any requirements included therein. It shall be the duty of the Building Inspector to inspect periodically any such work to assure compliance. In the event that work is found that is not performed in accordance with the certificate of appropriateness, or upon notification of such fact by the Planning Board, the Building Inspector shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

§ 134-~~244~~. Penalties for offenses.

- A. Failure to comply with any of the provisions of this local law shall be deemed a violation, and the violation is subject to the penalties provided in § 223-53 of Chapter 223, Zoning.
- B. The City Council is also authorized to institute any and all actions required to enforce this chapter. This civil remedy shall be in addition to and not in lieu of any criminal prosecution and penalty.

§ 134-102. Fees.

The applicant shall not be charged an application fee, professional review fees or fees to prepare and publish any public notice incurred in connection with the certificate of appropriateness or economic hardship application, except for any fees associated with another land use application concerning the historic property.

~~A. Each application for a certificate of appropriateness shall be accompanied by a fee, in an amount set by the City Council, payable to the City Clerk.~~

~~B. The applicant may be charged a fee by the Planning Board for the actual cost of preparation and publication of each public notice of hearing on the application. Said fees shall also be fixed from time to time by resolution of the City Council.~~

§ 134-113. Assessment abatement.

Any person who is granted a certificate of appropriateness and performs the work detailed in the application submitted to the Planning Board will not be subject to an increase in assessment for the subject property as a result of the improvements made to the buildings and structures on said property. This clause does not apply to applicants who also receive a special permit as set forth in § 223-18 of Chapter 223, Zoning.

Section 4. Chapter 223, Section 24.7 of the Code of the City of Beacon entitled “Uses permitted by special permit in the Historic District and Landmark Overlay Zone” is hereby amended as follows:

§ 223-24.7. Uses permitted by special permit in the Historic District and Landmark Overlay Zone.

The following uses may be permitted by special permit, issued by the- Planning Board City Council, in the Historic Properties District and Landmark Overlay Zone:

- A. Specialized business uses of low traffic volume, normally associated with history, the arts or cultural uses, appropriate to the structure and compatible with the neighborhood. Such uses may include:

- (1) Artists' or artisans' studios.

- (2) Antique shops.
 - (3) Rare book, coin or stamp shops or similar type uses as determined by the ~~City Council~~ Planning Board.
- B. Residential, hotel or professional uses, provided that they are appropriate to the structure, compatible with the neighborhood and are located on a road that can accommodate increased traffic as determined by the Planning Board ~~City Council~~. These uses may include the following:
- (1) Sit-down restaurants not to exceed a seating capacity of 50.
 - (2) Bed-and-breakfast establishments not to exceed 10 guest bedrooms, subject to the requirements of § 223-24.4B, C and E.
 - (3) Professional offices not to exceed 10 employees.
 - (4) Multifamily residential use not to exceed four units.
 - (5) Artist live/work spaces not to exceed four units.
 - (6) Hotel and hotel-related accessory uses and structures with adequate screening of any new structures from surrounding public street views.
- C. Special permits warranted under certain conditions.
- (1) Notwithstanding the limitations in Subsection B above, and with the exception of Subsection B(2), the Planning Board ~~City Council~~ may approve a special permit for any of the uses listed in said section, and may allow a larger number of seats, employees, dwelling units, or artist live/work spaces, when it determines that such larger number is warranted by one or more of the following:
 - (a) Building(s) size.
 - (b) Building(s) configuration.
 - (c) The nature of the proposed preservation and/or adaptive reuse of the building(s).
 - (d) The historic nature and context of the building(s) and the need for preservation and/or adaptive reuse.
 - (2) In approving any such special permit, the ~~City Council~~ Planning Board shall establish such limitations on the number of seats, employees, dwelling units, artist live/work spaces, or accessory uses and structures as it deems warranted.
- D. Findings.

(1) The ~~City Council Planning Board~~ must make the following findings before special permit approval is granted:

- (a) Any exterior restoration shall maintain the architectural and historic integrity of the structure. Any new construction shall be compatible with neighboring structures.
- (b) The proposed use is compatible with the neighborhood, and activities permitted within the structure can be adequately buffered from any surrounding residential homes.
- (c) The resulting traffic generation will not overburden existing roads, and adequate parking can be provided without unduly destroying the landscape or the setting of the structure.
- (d) The proposed use is appropriate to the structure, will aid in the preservation of the structure and will not result in undue alterations or enlargement of the structure.

(2) These standards shall be in addition to the general special permit standards set forth in § 223-18 and the standards set forth in § 134-7.

E. A site plan shall be submitted to ~~the Planning Board to~~ accompany any special permit application under this section. The site plan shall be accompanied by schematic architectural drawings which shall show the existing conditions of the property and any existing structure and the proposed restoration or construction. The Planning Board must approve a certificate of appropriateness in order to grant site plan approval as set forth above.

Section 5. Section 41.18.G(3) of Chapter 223, Article XVD of the Code of the City of Beacon entitled “Central Main Street (CMS) District” is hereby amended as follows:

Article XVD Central Main Street (CMS) District

§ 223-41.18 Regulations.

...

G. Parking location and quantity.

- (3) The requirements in Subsection G(2) above may be modified by the Planning Board, in its discretion, based upon information submitted by the applicant or otherwise made available in the public record, demonstrating one or more of the following:
 - (a) That the projected operational characteristics of the proposed use require a different amount of parking.

- (b) That adequate shared parking, contractually obligated for the duration of the proposed use, is available within 500 feet of the site and within the CMS or PB Districts.
- (c) That the applicant has provided sufficient bicycle parking to reduce anticipated vehicular travel demand.
- (d) That there is sufficient public parking available within 800 feet of the site and within the CMS or PB Districts to meet foreseeable parking needs of the proposed use and surrounding uses for the duration of the proposed use.
- (e) That the applicant will voluntarily dedicate land for public parking on site or will acquire land by purchase or long-term lease (for the duration of the proposed use) within 800 feet of the site and within the CMS or PB Districts and voluntarily dedicate such land to the City for public parking.
- (f) That a professional parking study of the proposed use and the surrounding area demonstrates that a different amount of parking would be appropriate for the use in its particular location and/or that existing and/or proposed off-site parking is sufficient.
- (g) The application involves a designated historic property as defined in Chapter 134 of the City Code.

...

Section 6. Section 41.18.J(15) of Chapter 223, Article XVD of the Code of the City of Beacon entitled “Central Main Street (CMS) District” is hereby amended as follows:

Article XVD Central Main Street (CMS) District

§ 223-41.18 Regulations.

...

J. Design Standards

...

- (15) The Planning Board may waive setback requirements for designated historic properties as defined in Chapter 134 of the City Code, landmark civic buildings, including government buildings, schools, libraries, or places of worship, and for pedestrian-oriented places, such as public greens or plazas and outdoor eating areas.

Section 7. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 134 of the City of Beacon are otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 8. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 9. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their petition to other persons or circumstances. It is hereby declared to be the legislative intent that this Local law would have been adopted if such illegal, invalid or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part hereof is held inapplicable had been specifically exempt there from.

Section 10. Effective Date

This local law shall take effect immediately upon filing with the Office of the Secretary of State.

City of Beacon City Council Agenda
09/21/2020

Title:

Spirit of Beacon Day

ATTACHMENTS

[Spirit of Beacon 2020 Poster](#)

Virtual & Safe-Distance

**Spirit of
Beacon
Day**

**Sunday, Sept. 27th,
12-4pm**

spiritofbeacon.org



Porch Celebrations : 12pm-4pm
Join together with family @ home

Neighborhood Drive-Thru : 12pm-2
Cheer our Community Orgs & First Responders

Virtual Concert : 12pm-2pm
Enjoy contributions from across the community

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution Authorizing the City of Beacon to Appoint Steve Bechtold as the Highway Department Head Mechanic

ATTACHMENTS

Resolution Authorizing the City of Beacon to Appoint Steve Bechtold as a Highway Department Head Mechanic



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO.____ 2020

**A RESOLUTION AUTHORIZING THE CITY OF BEACON TO APPOINT STEVE BECHTOLD
TO THE POSITION OF HIGHWAY DEPARTMENT HEAD MECHANIC**

WHEREAS, the City of Beacon Highway Department currently has a vacant position for Head Mechanic; and

WHEREAS, the Superintendent of Streets has recommended appointing Steve Bechtold, a qualified candidate who has worked for the City of Beacon for 26 years and is currently employed in the Highway Department as an Auto Mechanic II, to fill the vacant Head Mechanic position.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City of Beacon to appoint Steve Bechtold to the position of Head Mechanic.

BE IT FURTHER RESOLVED, that Steve Bechtold's contract as Head Mechanic shall begin on September 22, 2020.

Resolution No.____ of 2020			Date: <u>September 21, 2020</u>				
☐ 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					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution Authorizing the City of Beacon to Appoint Peter Delfico as a Highway Department Auto Mechanic II

ATTACHMENTS

[Resolution Authorizing the City of Beacon to Appoint Peter Delfico as a Highway Department Auto Mechanic II](#)



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO.____ 2020

**A RESOLUTION AUTHORIZING THE CITY OF BEACON TO APPOINT PETER DELFICO
TO THE POSITION OF HIGHWAY DEPARTMENT AUTO MECHANIC II**

WHEREAS, the City of Beacon Highway Department currently has a vacant position for Auto Mechanic II; and

WHEREAS, the Superintendent of Streets has recommended appointing Peter Delfico, a qualified candidate who has worked for the City of Beacon for 17 years and is currently employed in the Highway Department as an Auto Mechanic I, to fill the vacant Auto Mechanic II position.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City of Beacon to appoint Peter Delfico to the position of Auto Mechanic II.

BE IT FURTHER RESOLVED, that Peter Delfico's contract as Auto Mechanic II shall begin on September 22, 2020.

Resolution No.____ of 2020			Date: <u>September 21, 2020</u>				
☐ 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					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution Authorizing the City of Beacon to Appoint Nicholas Durso as a Highway Department Auto Mechanic I

ATTACHMENTS

[Resolution Authorizing the City of Beacon to Appoint Nicholas Durso as a Highway Department Auto Mechanic I](#)



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO.____ 2020

A RESOLUTION AUTHORIZING THE CITY OF BEACON TO APPOINT NICHOLAS DURSO TO THE POSITION OF HIGHWAY DEPARTMENT AUTO MECHANIC I

WHEREAS, the City of Beacon Highway Department currently has a vacant position for Auto Mechanic I; and

WHEREAS, the Superintendent of Streets has recommended appointing Nicholas Durso, a qualified candidate who has worked for the City of Beacon for 3 years and is currently employed in the Highway Department as Laborer, to fill the vacant Auto Mechanic I position.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the City of Beacon to appoint Nicholas Durso to the position of Auto Mechanic I.

BE IT FURTHER RESOLVED, that Nicholas Durso's contract as Auto Mechanic I shall begin on September 22, 2020.

Resolution No.____ of 2020			Date: <u>September 21, 2020</u>				
☐ Amendments			☐ On roll call			☐ 2/3 Required	
☐ Not on roll call.			☐ 3/4 Required				
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
Motion Carried							

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution Accepting an Easement and Right-of-Way Maintenance Agreement Regarding Edgewater

ATTACHMENTS

Resolution Accepting an Easement and Right-of-Way Maintenance Agreement Regarding Edgewater

Temporary Construction Easement and Permanent Trail Easement

Branch Street Right of Way Maintenance Agreement



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION ACCEPTING AN EASEMENT AND RIGHT-OF-WAY MAINTENANCE AGREEMENT REGARDING EDGEWATER

WHEREAS, Scenic Beacon Developments LLC (“Applicant”) obtained approvals from the City of Beacon City Council and Planning Board in 2018 for a multifamily residential development at property located at and commonly known as 22 Edgewater Place consisting of approximately 12.009 acres, designated on the Tax Map of the City of Beacon as Parcel IDs 5954-25-581985, 5955-19-590022, 5954-25-566983 and 5954-25-574979, and shown on the Subdivision Plat was filed in the Dutchess County Clerk’s Office on August 6, 2020 as Filed Map No. 12669 (the “Property”); and

WHEREAS, the Planning Board Resolution dated September 17, 2018 requires the Applicant to submit for the City’s review and acceptance: (1) an Easement granting the City of Beacon a 20-foot right-of-way for the construction and maintenance of a trail linking the off-site Greenway Trail to the north-south walkway proposed to be constructed through the Property from Tompkins Terrace to Branch Street (“Temporary Construction Easement and Permanent Trail Easement” , and (2) a Maintenance Agreement concerning the Applicant’s agreement to maintain the approximately 155-foot section of the Branch Street public right-of-way which extends from the intersection of Bank Street and Branch Street westward to the point where Branch Street becomes a private right-of-way, due to its use as the primary access to the Project with only one other private user (Parcel ID 5954-25-569966) (“Branch Street Right-of-Way Maintenance Agreement”); and

WHEREAS, the Applicant as submitted such documents for review and acceptance by the City Council which have been reviewed by the City Attorney, City Engineer and City Staff.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the (1) Temporary Construction Easement and Permanent Trail Easement, and (2) Branch Street Right-of-Way Maintenance Agreement for said purposes, along with all documents as may be necessary for the recording of such Agreement.

Resolution No. ____ of 2020			Date: <u>September 21, 2020</u>				
☐ Amendments ☐ Not on roll call.			☐ On roll call			☐ 2/3 Required ☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Grantor:

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

With a copy to:

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

If to Grantee:

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

With a copy to:

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

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

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

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

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

**SCENIC BEACON DEVELOPMENTS,
LLC**

By: _____
Name: Rodney Weber
Title:

CITY OF BEACON

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

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

ACKNOWLEDGMENTS

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

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

Notary Public

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

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

Notary Public

Record & Return:

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

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

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

SCHEDULE "A"

The Property

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

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

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

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

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

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

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

Containing 11.965 acres of land.

SCHEDULE “B”

The Temporary Construction Easement Area

Legal Description of Temporary Construction Easement Area

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

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

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

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

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

BRANCH STREET RIGHT OF WAY MAINTENANCE AGREEMENT

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

W I T N E S S E T H

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MUNICIPALITY:

CITY OF BEACON

By: _____
Name: _____
Title: _____

OWNER:

SCENIC BEACON DEVELOPMENTS, LLC

By: _____
Name: _____
Title: _____

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

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

Notary Public – State of New York

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

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

Notary Public – State of New York

Record & Return:

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

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

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

Exhibit "A"

Description of the Right of Way Maintenance Area

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

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

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

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

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

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

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

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

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

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

Exhibit "B"

The Premises

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

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

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

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

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

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

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

Containing 11.965 acres of land.

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution Setting a Public Hearing to Discuss a Proposed Local Law Regarding Parking on Mountain Lane, Pocket Road and Exeter Circle for October 19, 2020

ATTACHMENTS

Resolution Setting a Public Hearing to Discuss a Proposed Local Law Regarding Parking on Mountain Lane, Pocket Road and Exeter Circle

Proposed Local Law to Amend the Chapter 211, Article III, Section 15 of the Code of the City of Beacon Regarding Parking Restrictions



**CITY OF BEACON
CITY COUNCIL**

Resolution No.____ of 2020

**RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS A PROPOSED
LOCAL LAW TO AMEND CHAPTER 211, ARTICLE III, SECTION 15 OF THE
CODE OF THE CITY OF BEACON REGARDING PARKING ON MOUNTAIN
LANE, POCKET ROAD AND EXETER CIRCLE FOR OCTOBER 19, 2020**

BE IT RESOLVED THAT, the City Council hereby sets a Public Hearing to discuss a Proposed Local Law to Amend Chapter 211, Article III, Section 15 of the Code of the City of Beacon Regarding Parking on Mountain Lane, Pocket Road and Exeter Circle for October 19, 2020.

Resolution No.____ of 2020			Date: <u>September 21, 2020</u>				
☐ 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					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211, ARTICLE III, SECTION 15 OF
THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 211, Article III, Section 15 of the Code of the City of Beacon concerning no parking zones.

BE IT ENACTED by the City Council of the City of Beacon as follows:

Section 1. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to restrict parking as follows:

§ 211-15. Parking, stopping and standing prohibited at all times.

...

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

Name of Street	Side	Location
<u>East Main Street</u>	<u>East</u>	<u>From Pocket Road to Mountain Lane</u>
<u>East Main Street</u>	<u>West</u>	<u>From Mountain Lane to a point 50 feet south</u>
<u>Exeter Circle</u>	<u>North</u>	<u>From the corner of Howland Avenue to a point 90 feet east.</u> <u>From Howland Avenue to a point 465 feet east</u>

Name of Street	Side	Location
<u>Mountain Lane</u>	<u>East</u>	<u>From East Main Street to Monument Road</u>
<u>Mountain Lane</u>	<u>West</u>	<u>From East Main Street to a point 165 feet north</u>
<u>Pocket Road</u>	<u>Both</u>	<u>From East Main Street to the dead end</u>

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211, Article III, Section 15 of the Code of the City of Beacon are otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

Section 3. Numbering for Codification

It is the intention of the City of Beacon and it is hereby enacted that the provisions of this Local Law shall be included in the Code of the City of Beacon; that the sections and subsections of this Local Law may be re-numbered or re-lettered by the Codifier to accomplish such intention; that the Codifier shall make no substantive changes to this Local Law; that the word “Local Law” shall be changed to “Chapter,” “Section” or other appropriate word as required for codification; and that any such rearranging of the numbering and editing shall not affect the validity of this Local Law or the provisions of the Code affected thereby.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. Effective date.

This chapter shall take effect immediately upon filing with the Office of the Secretary of State of the State of New York.

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution Authorizing the City of Beacon to Enter into an Agreement with NYS DOT for Maintenance and Repair of a Cross Walk System on NYS Route 9D at River Ridge

ATTACHMENTS

Resolution Authorizing the City of Beacon to Enter into an Agreement with NYS DOT for Maintenance and Repair of a Cross Walk System on NYS Route 9D at River Ridge

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



CITY OF BEACON
CITY COUNCIL
RESOLUTION NO.____ 2020

**A RESOLUTION AUTHORIZING THE CITY OF BEACON TO ENTER INTO AN
AGREEMENT WITH THE NYS DEPARTMENT OF TRANSPORTATION FOR
MAINTENANCE AND REPAIR OF A CROSS WALK SYSTEM ON NYS ROUTE 9D AT
RIVER RIDGE**

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Mayor or City Administrator to enter the City of Beacon into an Agreement with the NYS Department of Transportation for Maintenance and Repair of a Cross Walk System on NYS Route 9D at River Ridge.

Resolution No.____ of 2020			Date: <u>September 21, 2020</u>				
☐ 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					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

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

SR # 9 D

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

Agreement # 1

This Agreement, made this 8/ /2020 between:

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

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

and

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

WITNESSETH:

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

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

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

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

ARTICLE 1: DOCUMENTS FORMING THIS AGREEMENT.

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

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

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

ARTICLE 2: PROJECT RESPONSIBILITIES.

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

Such maintenance shall include, but not be limited to:

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

ARTICLE 3: TERM.

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

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

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

ARTICLE 4: REMEDIES.

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

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

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

ARTICLE 5: NOTICE REQUIREMENTS

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

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

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

New York State Department of Transportation (NYSDOT)

Name: Lee Zimmer

Title: Regional Director

Address: 4 Burnett Blvd. Poughkeepsie, NY 12603

Telephone Number: (845) 437-3996

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

Municipality: City of Beacon

Name: Anthony Ruggiero

Title: City Administrator

Address: 1 Municipal Plaza, Beacon, NY 12508

Telephone Number: 845 838-5009

E-Mail Address: aruggiero@cityofbeacon.org

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

MUNICIPALITY:

By: _____
City Administrator

[illegible]

Notary Public

By: _____ Date _____
For the Commissioner of Transportation

SCHEDULE A DESCRIPTION OF PROJECT

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

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

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

Attach Sheets.

MUNICIPAL RESOLUTION.

City of Beacon City Council Agenda
09/21/2020

Title:

Resolution to Certify Base Percentages and Proportions for the 2020 Assessment Roll Pursuant to Article 19 of the Real Property Tax Law

ATTACHMENTS

Resolution to Certify Base Percentages and Proportions for the 2020 Assessment Roll Pursuant to Article 19 of the Real Property Tax Law

2020 Adjusted Base Proportions



CITY OF BEACON

CITY COUNCIL

RESOLUTION NO.____ OF 2020

**RESOLUTION TO CERTIFY BASE PERCENTAGES AND PROPORTIONS
FOR THE 2020 ASSESSMENT ROLL PURSUANT TO ARTICLE 19
OF THE REAL PROPERTY TAX LAW**

BE IT RESOLVED; that pursuant to Article 19 of the Real Property Tax Law, the City Council hereby approves and certifies the “Base Percentages, Current Percentages and Current Base Proportions” as set forth in the attached certification form (RP-6701) entitled “Certificate of Base Percentages, Current Percentages and Current Base Proportions Pursuant to Article 19, RPTL” for the levy of taxes on the 2019 City of Beacon assessment roll; and

BE IT FURTHER RESOLVED; that pursuant to Article 19 of the Real Property Tax Law, the City Council hereby approves and certifies the “Adjusted Base Proportions” as set forth in the attached certification form (RP-6703) entitled “Certificate of Adjusted Base Proportions Pursuant to Article 19, RPTL” for the levy of taxes on the 2020 City of Beacon assessment roll; and

BE IT FURTHER RESOLVED, that pursuant to Article 19 of the Real Property Tax Law, the City Council hereby adopts and establishes the Adjusted Base Proportions for the 2020 City of Beacon Assessment Roll as **70.63037%** for Homestead parcels and **29.36963%** for Non-homestead parcels, which are to be used for real property tax purposes; and

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the City Clerk to sign the attached certification forms (Form RP-6701 and Form RP-6703) and deliver same to the New York State Department of Taxation and Finance, Office of Real Property Tax Services.

Resolution No. ____ of 2020			Date: <u>September 21, 2020</u>				
☐ Amendments ☐ Not on roll call.			☐ On roll call			☐ 2/3 Required ☐ 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

*****						*****						*****					
* RP-6703						NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES						09/18/20					
* 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714																	
* CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL																	
* FOR THE 2020 ASSESSMENT ROLL																	
*****						*****						*****					
* Approved Assessing Unit City of Beacon, 130200																	
* Name of Portion City of Beacon, 130200																	
* Reference Roll 2019																	
* Levy Roll 2020																	
*****						*****						*****					
* Section I																	
* DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANT																	
* EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR																	
* (A) (B) (C) (D) (E)																	
* Total Total Total Net Surviving																	
* Assessed Value Assessed Value Assessed Value Assessed Value																	
* on the of Physical and of Physical and of Physical and																	
* Reference Roll Quantity Increases Quantity Decreases																	
* Excluding between the Reference Roll and Levy Roll																	
* SpecialFranchise and Wholly Exmt and Levy Roll																	
* Class																	
* Homestead																	
* Nonhomestead																	
*****						*****						*****					
* (F) (G) (H) (I)																	
* Total Total Net Change																	
* Assessed Value Assessed Value Equalization																	
* Increases Decreases Changes																	
* between the Reference Roll and Levy Roll																	
* Class																	
* Homestead																	
* Nonhomestead																	
*****						*****						*****					
* Section II																	
* (J) (K) (L) (M) (N) (O)																	
* Taxable Taxable Assessed Value Total Taxable Taxable Class																	
* Assessed Value Assessed Value Special Franchise Assessed Value Assessed Value																	
* on the Levy Roll on the Levy Roll on the Levy Roll																	
* Excluding at the Reference Roll at the Reference Roll																	
* SpecialFranchise Level of Assessment Level of Assmnt Level of Assessment																	
* Class																	
* Homestead																	
* Nonhomestead																	
*****						*****						*****					
* Section III																	
* (P) (Q) (R)																	
* Current Current Adjusted																	
* Base Base Base																	
* Proportions Proportions Proportions																	
* adjusted for Physical and																	
* Quantity Changes																	
* Class																	
* Homestead																	
* Nonhomestead																	
* Total																	
*****						*****						*****					

City of Beacon City Council Agenda
09/21/2020

Title:

City Council Meeting Minutes August 17, 2020

ATTACHMENTS

[City Council Meeting Minutes August 17, 2020](#)

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council. Due to COVID-19 the City Council Meeting was held through video conference. The public was able to attend through video or telephone and were made aware via the City of Beacon website, cityofbeacon.org. Please note that the video recording of this meeting is available at <https://vimeo.com/448767344>. Please take further notice that in accordance with New York State Governor Andrew Cuomo's Executive Order 202.1 the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling 845 838 5010, or by emailing cityofbeacon@cityofbeacon.org.

Councilmembers Present

George Mansfield, At Large
Amber Grant, At Large
Terry Nelson, Ward One
Air Rhodes, Ward Two
Jodi McCredo, Ward Three
Dan Aymar-Blair, Ward Four
Lee Kyriacou, Mayor

Councilmembers Absent**Also Present:**

Anthony Ruggiero, City Administrator
Nick Ward-Willis, City Attorney

Laws and Resolutions – Consent Agenda

1. Resolution Approving the Appointment of Sergei Krasikov to the Conservation Advisory Committee
 2. Resolution Approving the Appointment of Addison Goodson to the Human Relations Commission
 3. Resolution Approving the Appointment of Gary Sunshine to the Human Relations Commission
 4. Resolution Approving the Appointment of Melissa Holland to the Human Relations Commission
 5. Resolution Approving the Appointment of Kara Dean-Assael to the Human Relations Commission
 6. Resolution Approving the Appointment of Paloma Wake to the Human Relations Commission
- Motion to pass the Consent Agenda by Councilmember Grant
 - Second by Councilmember Rhodes
 - Motion passes 7 – 0

Local Laws and Resolutions

1. Resolution Appointing Acting Chief of Police
 - Motion by Councilmember Nelson
 - Second by Councilmember Mansfield
 - Motion passes 6 – 0 (Councilmember Rhodes did not vote due to technical difficulties)
2. Resolution Announcing the City Council’s Action Plan for Evaluation and Rethinking of Community Public Safety Services
 - Motion to amend the Resolution by Councilmember Rhodes
 - Second by Councilmember McCredo
 - Motion Passes 7 – 0

The Motion to Amend resulted in the addition of the following clause:

BE IT FURTHER RESOLVED, that these and other actions are intended in part to comply with Governor Cuomo’s Executive Order 203, New York State Police Reform and Reinvention Collaborative, issued June 12, 2020.

- Motion to pass the amended resolution by Councilmember Grant
 - Second by Councilmember McCredo
 - Motion passes 7 – 0
3. Resolution Authorizing the City of Beacon to Purchase Plant Effluent Disinfection for the Wastewater Treatment Plant from Tam Enterprises Inc.
 - Motion by Councilmember Aymar-Blair
 - Second by Councilmember Rhodes
 - Motion Passes 7 – 0
 4. Resolution Authorizing the Referral of a Proposed Local Law Regarding Wireless Facilities
 - Motion by Councilmember Nelson
 - Second by Councilmember Grant
 - Motion Passes 7 – 0
 5. Resolution Setting a Public Hearing to Discuss a Proposed Local Law Regarding Historic Preservation for September 21, 2020
 - Motion by Councilmember Rhodes
 - Second by Councilmember Nelson
 - Motion Passes 7 – 0

Approval of Minutes:

1. City Council Meeting Minutes from August 3, 2020

- Motion to approve the minutes by Councilmember Aymar-Blair
- Second by Councilmember Rhodes
- Motion passes 7 – 0

Executive Session:

- Motion to Enter Executive Session by Councilmember Rhodes
- Second by Councilmember Aymar-Blair
- Motion Passes 7 – 0

- Motion to Exit Executive Session by Councilmember Grant
- Second by Councilmember Nelson
- Motion Passes 7 – 0

Adjournment:

- Motion to adjourn by Councilmember Rhodes
- Second by Councilmember Aymar-Blair
- Motion passes 7 – 0