



CITY OF BEACON, NEW YORK
ONE MUNICIPAL PLAZA
BEACON, NY 12508

Mayor Randy Casale
Councilman Lee Kyriacou, At Large
Councilman George Mansfield, At Large
Councilwoman Peggy Ross, Ward 1
Councilman Omar Harper, Ward 2
Councilwoman Pam Wetherbee, Ward 3
Councilman Ali Muhammad, Ward 4
City Administrator Anthony Ruggiero

City Council Workshop Agenda
October 10, 2017
7:00 PM

Workshop Agenda Items:

1. Appointment of a Part-Time Police Assistant
2. Discussion of a Proposed Local Law Regarding Street Closure Requirements
3. Continuation of Fishkill Creek Zoning District
4. Beacon 248 Update
5. Discussion of a Proposed Local Law Regarding Parking on Leonard Street and Safety Concerns on Blackburn
6. Request from River Pool to Renew Equipment Storage Agreement
7. Discussion of the Proposed Amendment to the Building Moratorium
8. Budget Discussion Schedule
9. Authorizing the CDBG Grant Application
10. Request for a Subordination Agreement for 26 Beekman Street (the View)

City of Beacon Workshop Agenda
10/10/2017

Title:

Appointment of a Part-Time Police Assistant

Subject:

Background:

City of Beacon Workshop Agenda
10/10/2017

Title:

Discussion of a Proposed Local Law Regarding Street Closure Requirements

Subject:

Background:

ATTACHMENTS:

Description

LL Street Closures

Type

Local Law

DRAFT LOCAL LAW NO. ____ OF 2017

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 211 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to
amend Chapter 211,
concerning Street
Closings for Special
Events.

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

Section 1. Chapter 211, Article II entitled “Traffic Regulations” “is hereby amended to add Section 13.2 as follows:

§203-13.2. Street closings for special events.

- A. Policy and Intent. It is the policy of the City of Beacon to encourage the occurrence of special events that enhance quality of life, provide entertainment and other leisure activities, promote local economic health, attract visitors, and contribute to the dynamic atmosphere of the community. It is the City’s intent to offer applicants support in planning a variety of safe and successful events that will serve diverse audiences and will create minimal disruption to surrounding areas.
- B. No person, corporation or other legal entity shall occupy, march or proceed along or close any City highway or part thereof without having first obtained a special event permit from the City of Beacon.
- C. Definitions.

(1) For purposes of this section, a “special event” shall mean:

- (a) An Event which requires the closure of a public street, or the usage or closure of another public place or park, which involves:

[1] Public entry; or

[2] Vending of food, drink or merchandise; or

[3] Public entertainment; or

[4] A moving athletic event like a race or walk; or

(b) An outdoor event on private property which is open to the public and due to its size and activities:

[1] Has a significant impact on the surrounding streets and neighborhoods; or

[2] Requires special police or fire attention or the use of other special City services or facilities.

(2) Block parties.

(a) Applicants for permits for block parties shall submit a special event permit application containing so much of the information on the application as may be required by the Chief of Police, along with a street closing petition with signatures of support from at least 70% of residents on the block proposed for closure. Such applications may be approved or denied by the Chief of Police based on the general factors applying to special events and compliance with the specific block party requirements set forth herein.

(b) A “block party” shall mean an event which requires the closure of one block, from intersection to intersection, of a street in a residential area, through the use of barricades, at the request of and for the benefit of the immediate residents of the neighborhood.

(c) A block party permit shall be limited to six hours in duration and shall not extend beyond dusk. There shall be no charge for admission and no vending or amplified entertainment shall be allowed at a block party.

D. Applications for permits for special events shall be made to the City Clerk and shall be reviewed and approved by the Highway Superintendent, the Department of Public Works, and the Chief of Police. The permit shall be issued by the Chief of Police through the City Clerk’s office within 15 days of the submission of the application.

E. Applicants for permits shall submit a special event permit application at least 30 days prior to the proposed event, which shall include, but not be limited to, the following information. Additional information may be required by the Chief of Police in order for the application to be considered complete and ready for review.

- (1) The name, address and telephone number of the person or organization seeking to conduct such event.
- (2) The name, address and telephone number of the person who will be the event chairperson and who will be responsible for its conduct.
- (3) The proposed date(s) when the event is to be conducted.
- (4) The type of event and a full description of the activities to be conducted. Activities to be specifically described shall include, but not be limited to, cooking, vending, sale of alcoholic beverages, entertainment, athletic events, fireworks, and the use of bounce-houses or animals.
- (5) A detailed site plan, including, but not limited to, the location or route of the activities to be conducted, including the part of street to be closed and the method of closure and any entrances or exits; the location of parking, bathrooms or other facilities; and the location where any activities listed above are to be conducted.
- (6) If the event includes a moving closure of streets, as in a race, walk, or other athletic event, a written route and map must be included, as well as an estimation of the time period of the closures.
- (7) General liability insurance, if required.
- (8) Documentation of all related and necessary licenses or permits from the state or other municipalities or agencies.
- (9) Whether alcoholic beverages are to be sold and, if so, documentation of necessary permits and insurance.
- (10) The estimated attendance at the event.
- (11) The impact of the event on local residents and businesses, which shall include local notifications and responses.
- (12) The proposed hours when such event will start and terminate.
- (13) The security plan for the event, and the name of the licensed security agency to be used, when required.
- (14) The plan for litter and trash removal and sanitary facilities.
- (15) The plan for emergency medical services.
- (16) The parking and transportation plan for the event, both for residents of the affected area and for event participants and attendees.

- (17) The City support services requested for the event, including fee-based services, and including, but not limited to, police and fire services, street barriers, use of City facilities, trash and litter collection, and street sweeping.
 - (18) The applicant's history in providing similar events and obtaining and abiding by the terms of necessary licenses and permits.
- F. The following factors shall be taken into consideration when determining said applications and may provide the basis for denial of an application:
- (1) Whether the application is complete or contains a material misrepresentation;
 - (2) Whether there are any objections to the special event
 - (3) The maintenance of safety of all persons throughout the event;
 - (4) The provision of safe and orderly movement of pedestrian and vehicular traffic at and contiguous to the event;
 - (5) The area affected by the event;
 - (6) The length of the event and hours of operation;
 - (7) The noise to be produced by the event;
 - (8) The availability of necessary parking and transportation for the event;
 - (9) The support of, and potential impact of the event on, local residents and businesses, and the community in general, as demonstrated by documentation from the applicant and/or from public input received by direction of the Director of Communications;
 - (10) The public and community purposes served by the event and the manner in which the event promotes the City and its cultural diversity;
 - (11) The type of activities and facilities to be located in the street;
 - (12) The economic impact of the event;
 - (13) The provision of litter and trash removal and sanitary services;
 - (14) The availability of police, fire and other necessary City services, and emergency medical services;
 - (15) The existence of competing requests for use of the City streets;

- (16) The applicant's history of providing similar events and abiding by the terms of necessary licenses and permits.

G. Notification and public comment.

- (1) The event sponsor shall provide notification within seven days of submitting an application for a special event to the City Clerk. Notification shall be mailed to all properties that shall be impacted by any street closures and/or activities related to the event. Notice shall be provided to properties located within 200 feet of the event or route as part of the planning for and consideration of an application for a special event, and before and during the special event. Any resident or business may contact the City Clerk or the Chief of Police to object to the special event.
- (2) The City Clerk shall post on the City website all approved applications for all special event permits. Such posting shall include the name and contact information of the applicant, a description of the special event, and the date, time and location(s) or route(s) of the event.

H. Permit Conditions.

- (1) A permittee shall comply with all permit directions and conditions and with all applicable laws and ordinances.
- (2) Possession of permit. The event chairperson shall carry the special event permit upon his or her person during the event.
- (3) The Chief of Police shall have the authority to prohibit or restrict the parking of vehicles along a street constituting a part of the event area or route or as necessary to facilitate pedestrian and vehicular traffic in the vicinity of the event. Signs shall be posted to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this section.
- (4) The hours of operation taking place within a public place shall be between the hours of 9:00 a.m. and 10:00 p.m. Monday through Friday and Sunday, and between the hours of 9:00 a.m. and midnight on Saturday
- (5) All areas used must be left in a clean condition. Any need for trash receptacles or trash removal must be negotiated and approved by the Department of Public Works. Cleanup must be completed by 12:00 noon on the day following the event.
- (6) A special event permit does not relieve any participant, including but not limited to food stands, vendors, peddlers or exhibitors from the responsibility

of applying for any other permits or licenses or meeting any other requirements which may be applicable.

(7) A special event permit is not transferrable.

- I. Only the applicant, Chief of Police or Highway Superintendent may remove the road barricades closing the street during the special event. Any resident or individual who needs to obtain ingress or egress on the closed street must contact an authorized individual to move the road barricades. The contact information of said authorized individuals will be available on the City's website and will be posted on the barricades.
- J. The Chief of Police is authorized to adopt such procedures and to require such additional information as he or she deems appropriate, to allow for the full assessment and consideration of permit applications for the smooth and safe operation of special events in the City.
- K. Exceptions. Events initiated by and/or sponsored or co-sponsored by the City are excluded from the provisions of this Section.
- L. Penalties:
 - (1) Special events shall not be held without a special event permit. Violation of this Section may subject the event sponsor to a fine of \$500 in addition to any other penalty provide in the any other law or ordinance. The Police Chief may close any special event conducted without an approved permit.
 - (2) The Police Chief/Director of Public Safety, the Deputy Fire Chief or their designated representative(s) may close any special event or any portion of a special event that is subsequently determined to be an imminent hazard to the public health, safety or welfare.
 - (3) It shall be unlawful to drive over, through or around any barricade, fence or obstruction erected for the purpose of preventing traffic from passing over a portion of a highway closed to public travel or to remove, deface or damage any such barricade, fence, or obstruction. Only authorized individuals may remove the barricades to permit ingress and egress. Failure to comply with this provision is a violation of this chapter and shall be punishable by a fine of up to \$250. A person violating this provision may be guilty of a misdemeanor.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211 of the City of Beacon is otherwise to remain in full force and effect and is 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

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 5. Effective Date

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

City of Beacon Workshop Agenda
10/10/2017

Title:

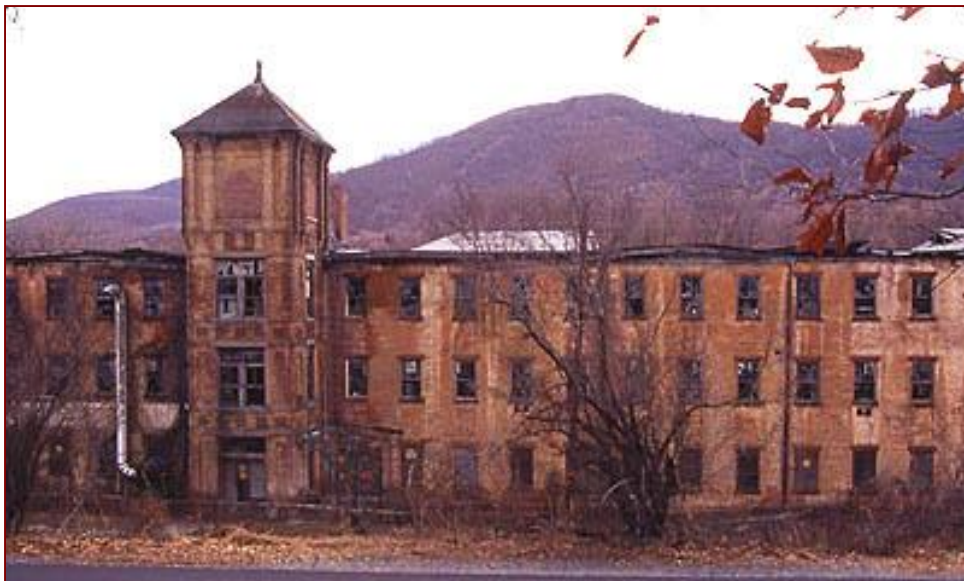
Continuation of Fishkill Creek Zoning District

Subject:

Background:

ATTACHMENTS:

Description	Type
FCD Presentation 10.11.17	Backup Material
FCD Design Graphics Draft	Backup Material
FCD Design Standards	Backup Material
FCD Zoning Comparison	Backup Material



248 Tioronda Avenue

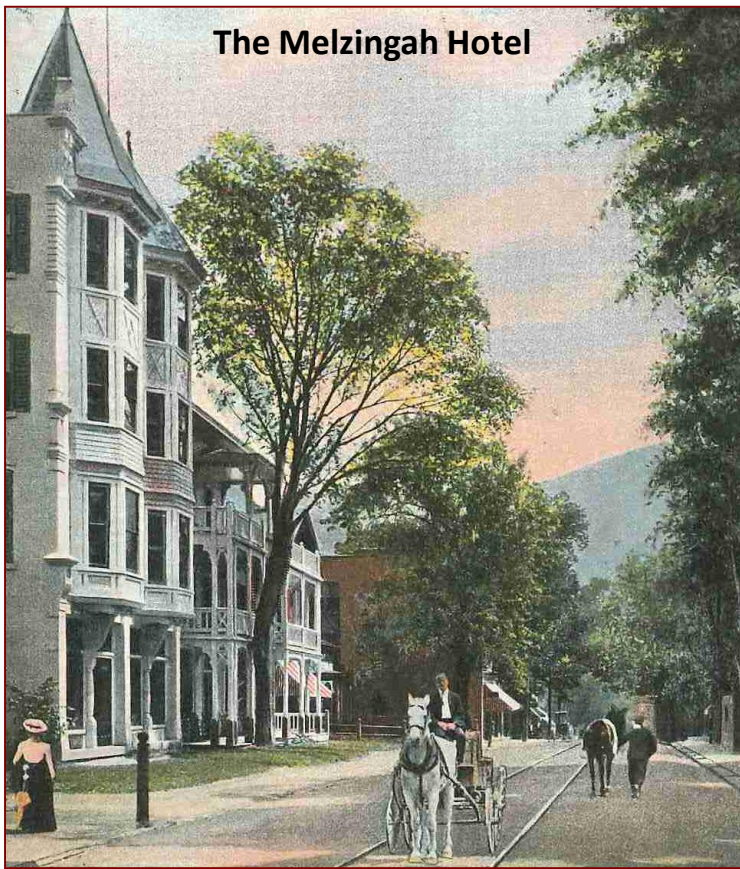


Groveville Mills



555 South Avenue

The Melzingah Hotel

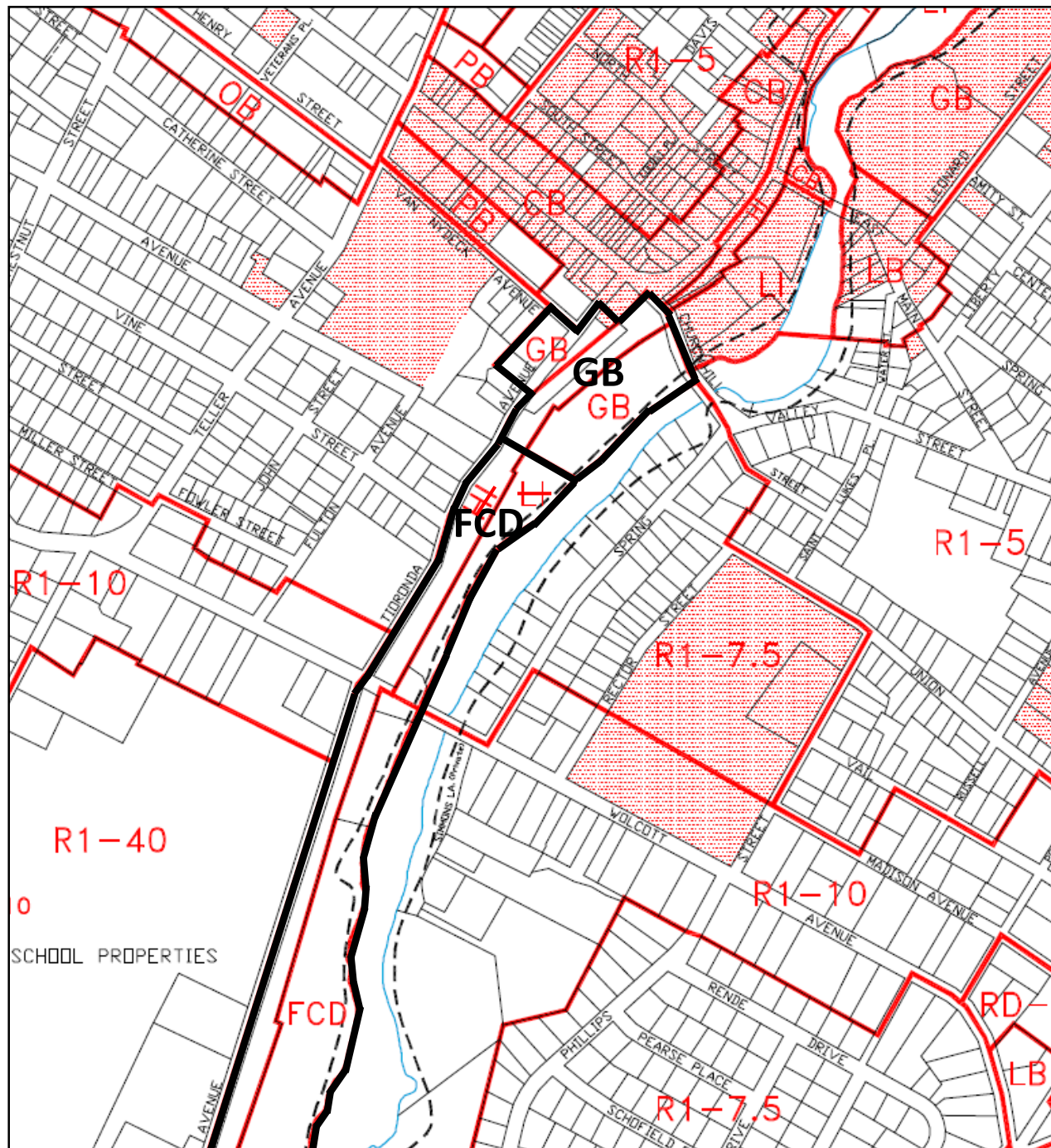


The Holland Hotel



Matteawan Manufacturing Company, 1914

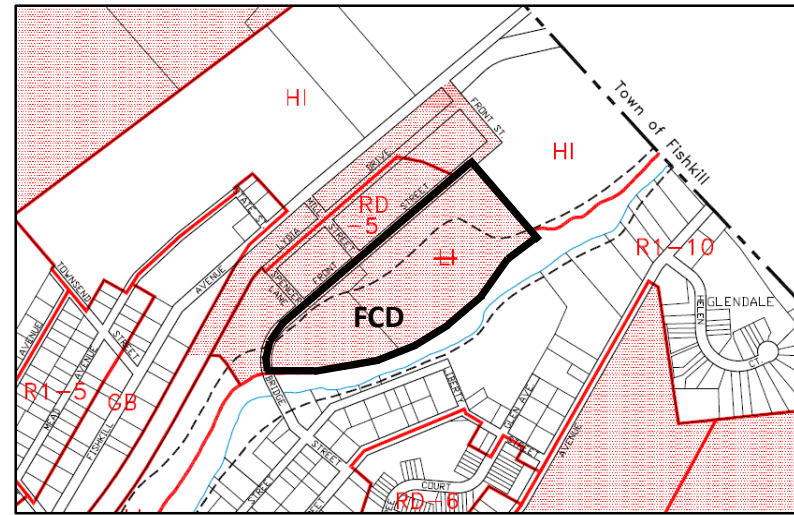
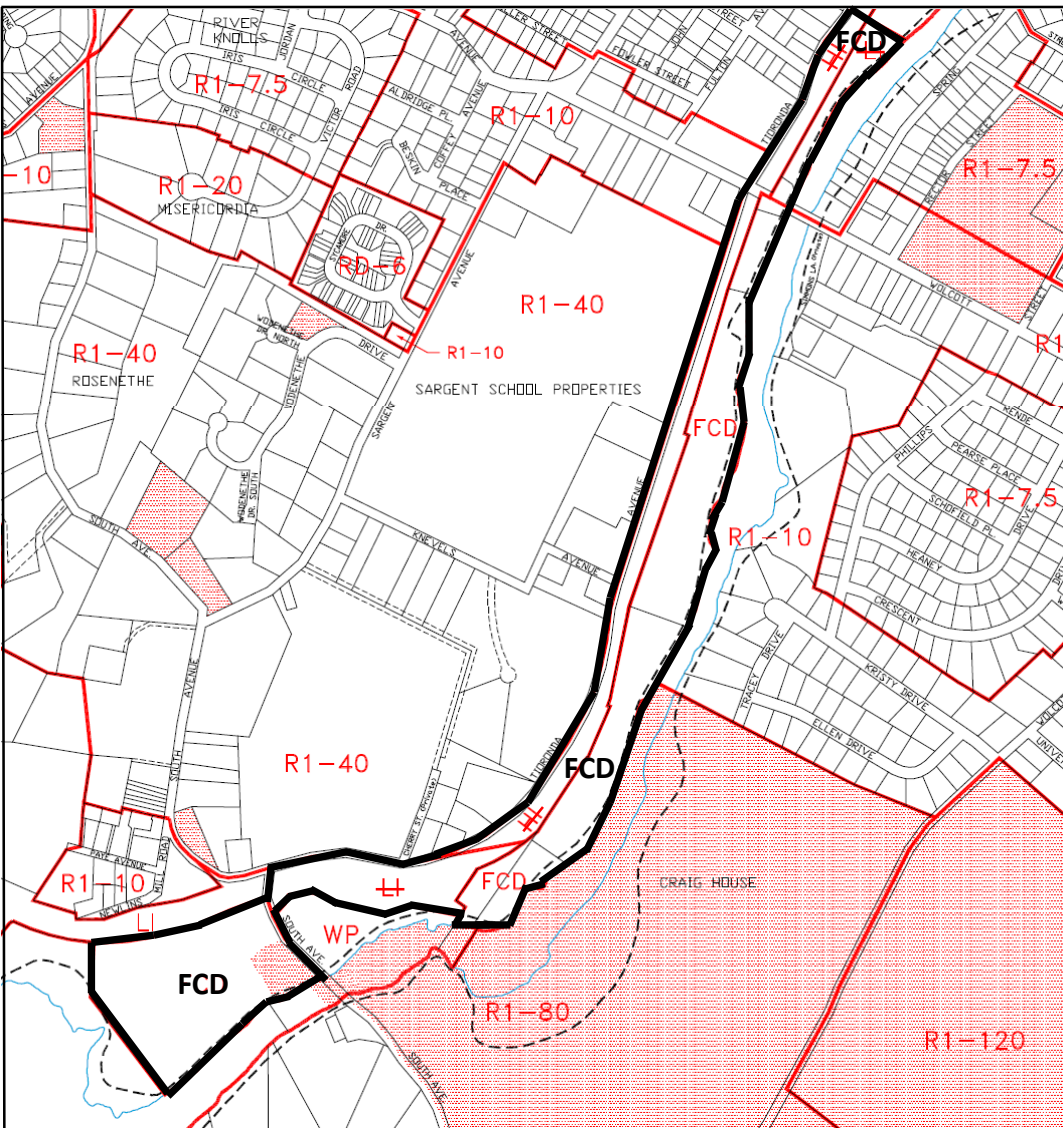




General Business District Map Changes

See Comprehensive Plan Update
Table 12-1 and Figure 12-1

1. Merge Metro-North tracks HI with adjacent GB districts;
2. Combine split parcel currently in two zoning districts;
3. Change former Highway Garage from LI to FCD or GB.



Fishkill Creek Development District Changes

See Comprehensive Plan Update
Table 12-1 and Figure 12-1

1. Combine HI district along Metro-North tracks with adjacent FCD district;
2. Convert Groveville Mills from LI to FCD;
3. Streamline the three-step review process;
4. Require consistency with Fishkill Creek Greenway and Heritage Trail Master Plan;
5. Set maximum height at 3 stories and 40 ft.;
6. Consider deducting natural constraints from dwelling units per acreage calculations.



One East Main Street



Beacon High School



The Beacon Hotel – 424-428 Main Street



498-500 Main Street

Hudson Beach Glass



Dondero Building



**The Inn
at Beacon**



**Mechanics
Savings Bank,
1929**





Inn at Beacon, 151 Main Street



249 Main Street



226 Main Street



Design Standards (CMS & L)

**Traditional
Main St.
Example**



Façade and roof line breaks at intervals of no more than 35'

Top floor cornice feature

Bay windows, balconies and open porches may encroach up to 4' over the sidewalk

Primary window proportions greater in height than in width

Secondary storefront cornice or first floor articulation

Commercial first floor facing Main Street

**More Modern
Example**



Design Standards Consistent Examples

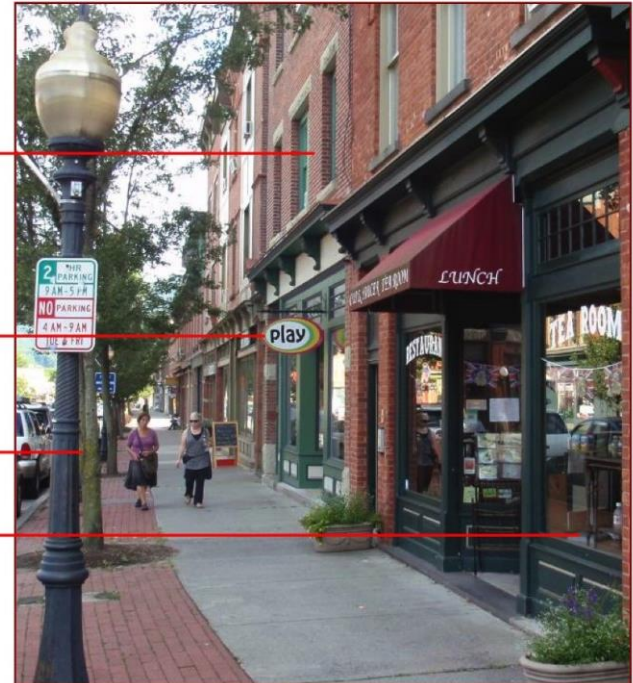


Wood, brick, stucco, stone, or fiber-cement siding and trim recommended

Metal, glass, or canvas-type awnings and canopies or projecting signs may encroach up to 6 feet over the sidewalk above 7 feet

Street trees planted on average 30' - 40' apart

Commercial buildings shall have at least 70% glass on first floor facades between 2' and 10' above the sidewalk



Design Standards (CMS & L)

Design Standards Inconsistent Examples



Two-story minimum required, allowing second floor occupancy

Architectural features and windows should be continued on all sides, avoiding any blank walls

Vinyl, aluminum, or sheet metal siding or sheet trim shall not be permitted



Buildings should have a top floor cornice feature

Primary window proportions shall be greater in height than in width

Commercial buildings shall have at least 70% glass on the first floor facade



Vinyl and aluminum awnings shall not be permitted

Design Standards Consistent Examples



Wood, brick, stucco, stone, or fiber-cement siding and trim recommended

Bay windows, balconies and open porches may encroach up to 4' into the setback

Required landscaping between the sidewalk and building to enhance the streetscape



In the Linkage District, a step-back of at least 15' behind the façade above the third story

Primary window proportions greater in height than in width

Secondary cornice or first floor articulation

Residential buildings shall have at least 30% glass on first floor facades



Top floor cornice feature

Façade and roof line breaks at intervals of no more than 35'

Street trees planted on average 30' - 40' apart

Metal, glass, or canvas-type awnings and canopies may encroach up to 6 feet over the sidewalk above 7 feet

FCD Design Standards Illustrative Examples

Historic mill buildings generally had simple forms and repetitive window openings with flat or low-pitched gable roofs.

Industrial artifacts, such as stacks, towers, window frames, loading doors, and docks, should be incorporated into the design.



Beacon Terminal Complex and Tioronda Bridge



Tioronda Avenue Former Factory Buildings

A tower one story above the building height may add architectural interest and encourage access to rooftop gardens.

Buildings shall have an emphasized entrance doorway to visually connect the building to the street and sidewalk.



One East Main Street

New construction should have rooftop cornices, capstones, parapets, railings, or projecting eaves.

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



FCD Design Standards Illustrative Examples

Architectural features, materials, and windows shall be continued on all sides of the building, avoiding any blank walls.

Larger buildings should incorporate subtle breaks in the façade and window surrounds with projecting sills, lintels, or crowns to add some depth and detail.

Windows shall be divided into smaller panes to break up large areas of glass. Individual panes shall be greater in height than width.

Traditional brick is recommended with secondary elements of fiber-cement siding, metal, or other material deemed acceptable by the Planning Board.

Off-street parking shall be located toward the rear or side of the site, under the building, and/or screened from public views by approved landscaping or architectural elements.



FCD Design Standards Illustrative Examples

Groups of related buildings shall be designed to present a varied, but compatible mix.

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



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



Industrial artifacts should be incorporated into the design.

Lighting fixtures shall use full cut-off fixtures to prevent any lighting that directly projects above the horizontal level into the night sky.

I. Fishkill Creek Development District Design Standards

Draft 10.11.17

1. All new buildings or substantial alterations of existing buildings in the Fishkill Creek Development District, shall comply with the following design standards. These standards are intended to supplement the provisions in Chapter 86, Architectural Design, and to relate historic buildings and traditional streetscapes in the area to new redevelopment efforts, while still allowing contemporary architectural flexibility.
2. Key terms. Standards using the verb "shall" are required; "should" is used when the standard is to be applied unless the Planning Board 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.
3. General district standards. While the FCD District may contain various uses, development shall be planned as a cohesive unit, with a comprehensive plan for access, connected greenspace, landscaping, signs, circulation, and compatible architectural elements. Plans should build on the existing Beacon environmental and historic context.
 - a) Proposals shall show previous buildings on the site and document inspiration from the City's industrial past along the riverfront and creek frontage, including the type and texture of materials, roof forms, spacing and proportions of windows and doors, and exterior architectural features. Building details may be traditional or may be more modern and simple.
 - b) Construction on parcels in or directly adjoining the Historic District and Landmark Overlay Zone should reinforce historical patterns and neighboring buildings with an emphasis on continuity and historic compatibility, not contrast. The goal is to renew and extend the traditional character of the district, but new construction may still be distinguishable in up-to-date technologies and details, most evident in windows and interiors (see also Chapter 134, Historic Preservation).
 - c) The plan shall be sensitive to the site's relationship to the Fishkill Creek and developed in such a way as to maximize important public views and view corridors throughout the development.
4. Specific standards. See also the annotated photo examples in Figures____, illustrating the design standards.
 - a) Historic mill buildings in Beacon generally had simple forms and repetitive window openings with flat or low-pitched gable roofs. Groups of related buildings shall be designed to present a varied, but compatible mix. New construction should have rooftop cornices, capstones, parapets, railings, or projecting eaves.
 - b) Architectural features, materials, and windows shall be continued on all sides of the building, avoiding any blank walls. Larger buildings should incorporate subtle breaks in the façade and window surrounds with projecting sills, lintels, or crowns to add some depth, shadow, and detail.
 - c) Buildings shall have an emphasized entrance doorway to visually connect the building to the street frontage and an interconnected sidewalk and path system to allow residents access to the street and Greenway Trail along the creek frontage.
 - d) Industrial artifacts, such as stacks, towers, skylights, window frames, loading doors, and docks, should be retained or reproduced and incorporated into the design, whenever possible. Railings, balconies, entrance canopies, lighting fixtures, and other functional details should use industrial styles, metal materials, and darker colors.

Draft 10.11.17

- e) Windows shall be divided into smaller panes to break up large areas of glass. Individual panes shall be greater in height than width, but the Planning Board may allow exceptions for transom lights, storefronts, and other specialty windows. Tinted or mirrored glass and large glass wall areas shall not be permitted.
- f) Commercial buildings shall have at least 70% glass on the first-floor facades. Residential floors shall have at least a 30% glass to wall ratio.
- g) For finish building materials, traditional brick is recommended with secondary elements of cement-based stucco, stone, smooth-finished fiber-cement siding, metal, or other material deemed acceptable by the Planning Board. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic stone or brick, synthetic stucco, exterior insulation and finishing system (EIFS), or direct-applied finish system (DAFS), and chain link, plastic, or vinyl fencing shall not be permitted.
- h) A corner or centrally located elevator or stair tower projecting one story above the permitted building height may be approved by the Planning Board to add architectural interest and to encourage access to roof gardens. Greenhouses, solar collectors, mechanical systems, and other rooftop accessory structures may project up to 15 feet above the maximum height, if set back at least 15 feet from the edge of a flat roof.
- i) Off-street parking, mechanical equipment, and refuse containers shall be located toward the rear or side of the site, under the building, and/or screened from public views by approved landscaping or architectural elements. Window or projecting air conditioners shall not be permitted.
- j) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in parking lots shall be a maximum of 20 feet high. Lighting shall be energy efficient, have full spectrum color quality, and, except for short-term event lighting, shall use full cut-off fixtures to prevent any lighting that directly projects above the horizontal level into the night sky.
- k) Every site should include at least one pedestrian-oriented gathering place, green, landscaped plaza, courtyard, terrace, or outdoor eating area, using the building forms to frame, overlook, or complement the space.

Fishkill Creek Development District Zoning Comparisons

<u>Standards</u>	<u>General Business</u>	<u>Fishkill Creek Dev.</u>	<u>Light Industrial</u>
Min. Lot Size		4 Acres	
Max. Unit Size		2,000 sf floor area	
Min. Open Space		30%	
Min. Creek Buffer		50' average	
Min. Lot Width		50' at frontage	
Min. Lot Depth	100'		100'
Min. Front Yard		12' from street	
Min. Side Yard	20' (abutting res. district)		20' (abutting res. district)
Min. Rear Yard	25' (abutting res. district)		25' (abutting res. district)
Building Height	35'	35' (45' with extra buffer)	35'
Floor Area Ratio	2	1 (commercial space)	2
Res. Density	1,500 sf lot area/unit (29 units/acre)	11 units/acre (15 with non-residential uses)	1,500 sf lot area (29 u/ac) Artist Live/Work Only
Permitted Uses	Multifamily Residential Office or Bank Restaurant or Coffee House Retail Shop Library, Museum, or Gallery Church Public Recreation Use Theater Auction Gallery Retail Truck or Trailer Tattoo Parlor Off-Street Parking Areas Wholesale or Storage Workshop		Office or Bank Restaurant/Coffee House Retail Shop Library, Museum, Gallery Church Public Recreation Use Theater Auction Gallery Retail Truck or Trailer Tattoo Parlor Off-Street Parking Areas Workshop Industrial Uses
Special Permit Uses	Artist Live/Work Space Artist Studio Auto repair or Body Shop Bar, Pub, or Microbrewery Bed and Breakfast Club College Commercial Recreation Firehouse Gas Station or Car Wash Hotel Trade or Training School Wireless Communication Historic Overlay Uses	Multifamily/Attached Unit Artist Live/Work Space Bed and Breakfast or Inn Spa, Fitness, Day Care Center Restaurant or Drinking Est. Professional/Business Office Gallery or Museum Performance/Cultural Space Assembly or Light Industrial	Artist Live/Work Space Artist Studio Auto Repair or Body Shop Bar, Pub, or Microbrewery Bed and Breakfast Club College Commercial Recreation Firehouse Hotel Trade or Training School Wireless Communication Historic Overlay Uses Wholesale or Storage Adult Use

Fishkill Creek Development District Questions

Is it unusual for Dutchess County elected boards or councils to approve Special Permits?

The City of Poughkeepsie and all eight incorporated villages give Special Permit authority to the Planning Board. Of the 20 towns, 13 give Special Permit authority to the Planning Board. One has the Zoning Board of Appeals approve Special Permits and four split the authority between Planning Boards and ZBAs, depending on the use.

In the Town of Wappinger, the Planning Board approves Special Permits for 47 listed uses, but the Town Board retains authority for six specific uses, including public utility lines, water and sewer treatment plants, mobile home parks, golf courses and private recreational clubs in residential districts, and rezonings of larger-scale Design Residential Development districts.

In the Town of Dover, the Planning Board approves Special Permits, except the Town Board retains authority for communications towers and soil mining. The Dover Town Board also took sole authority for approval of the master plan, subdivisions, and site plan for the former Harlem Valley Psychiatric Center.

Options for FCD District:

1. Maintain current three-step, overlapping and time-consuming process for Concept Plan and Special Permit approval by the Council and Site Plan by the Planning Board;
2. Eliminate the Concept Plan step, maintaining Special Permit approval by the Council and Site Plan approval by the Planning Board;
3. Eliminate the Special Permit step, giving the Council approval for the Concept Plan, including residential and commercial maximum size, mix, and general layout for access, building locations, greenspaces, parking, and Greenway Trail. Site details, architecture, landscaping, and engineering would then be included in the Site Plan process before the Planning Board; or
4. Allow a coordinated two-step Special Permit and Site Plan process by the Planning Board.

Question 2: Should the first floor be required to have non-residential uses?

There is an understandable desire to mix uses, provide jobs, and increase commercial taxes, but some of these parcels are well away from commercial districts and have limited vehicle access. The Council did not require a non-residential component in the much more accessible Linkage District because it wanted to concentrate commercial uses around Main Street. Even along Main Street the entire first floor does not have to be commercial. There are other districts near the commercial centers that should be more successful for new non-residential development.

The current FCD provides an incentive of 4 extra units per acre by adding non-residential uses. That incentive differential could be increased. If the Council wants a minimum non-residential component, it should be based on a percentage of the total square footage and not be mandated to the first floor.

Should natural constraints be deducted from gross area to determine development potential?

Currently in the FCD district, the number of dwelling units is calculated by gross lot area, even if a portion of the site is unbuildable. For example, the 555 South Avenue property includes an approximately 260-foot section of the Fishkill Creek, or about 5 percent of the parcel. The Sisters property contains perhaps 15-20 percent steep slopes. There appear to be no regulated wetlands on FCD parcels.

The FCD district could, for example, deduct land from the density calculation that is under water or contains steep slopes more than 20 percent.

City of Beacon Workshop Agenda
10/10/2017

Title:

Beacon 248 Update

Subject:

Background:

ATTACHMENTS:

Description	Type
Beacon 248 Update	Backup Material
GT Easement	Backup Material

From: Van Tuyl, Jennifer [<mailto:JVanTuyl@CUDDYFEDER.COM>]
Sent: Thursday, September 28, 2017 4:58 PM
To: Anthony Ruggiero <aruggiero@cityofbeacon.org>
Cc: Nicholas M. Ward-Willis <NWard-Willis@kblaw.com>; Randy J. Casale <mayor@cityofbeacon.org>
Subject: Beacon 248 Report to Council

Dear Anthony,

In accordance with our continuing reporting to the Council of the items remaining to be completed to obtain building permits for the above project, we met with the Council on August 28th and reported that the only remaining conditions of approval remaining to be completed prior to the signing of the subdivision plat and site plan was the agreement on the Greenway Trail Easement. At that meeting, the Council determined that it would not undertake responsibility for any maintenance of the trail. Accordingly, I have revised the easement to remove any references to City maintenance and submitted it to Nick on September 22nd. Nick and I are scheduled to discuss the document this coming week. I'm sending this email to advise that, should the discussion of the document be fruitful, I will request that the revised easement be placed on the workshop agenda for October 10th, and I would hope that you can keep this potential scheduling in mind in planning for that workshop.

Thanks.

Jennifer Van Tuyl



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**ACCESS EASEMENT AND MAINTENANCE AGREEMENT FOR
PERMANENT PEDESTRIAN GREENWAY TRAIL**

This Permanent Pedestrian Greenway Trail Easement Agreement (“Easement Agreement”) is made and entered into this _____ day of _____, 2017, by and between **BEACON 248 DEVELOPMENT, LLC**, with a principal place of business as 104 Rochelle Avenue, Rochelle Park, NJ 07662, (hereinafter, the “Grantor”) and the **CITY OF BEACON**, a municipal corporation having an office at One Municipal Plaza, Beacon NY, 12508, (hereinafter, the “Grantee”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located at Tioronda Avenue in the City of Beacon, Dutchess County New York, presently identified as Tax Parcels 130200-5954-16-993482, such property having been conveyed to Grantor’s by deeds recorded in the Dutchess County Clerk’s Office as Document Nos. 02-2006-4859, and also owner of another parcel, presently identified as Tax Parcel 130200-6054-45-012574, subsequently acquired by Grantor, by virtue of a certain deed recorded in the Dutchess County Clerk’s Office as Document No _____, both such parcels having been consolidated by virtue of a subdivision and lot consolidation map filed in the Dutchess County Clerk’s Office on _____ as Filed Map Number _____, said consolidated site being hereafter identified as “the Development Site” and further described by metes and bounds on **Schedule “A”** annexed hereto; and

WHEREAS, the Grantor has proposed to improve the Development Site with 100 one-and two-bedroom multi-family residential units and accessory amenities (collectively, “the Project”), and has sought appropriate approvals from the City for such Project; and

WHEREAS, the City of Beacon City Council granted Concept Plan and Special Permit approval of the Project to Grantor on August 4, 2014 (“Special Permit Approval Resolution”) and the City of Beacon Planning Board granted Subdivision/Lot Consolidation Approval and Site Plan approval for the Project to Grantor on January 13, 2015, said

resolutions having been signed by the Planning Board chair on January 19, 2015 (“Subdivision Approval Resolution” and “Site Plan Approval Resolution,” respectively); and

WHEREAS, the Project includes a 1,200 SF clubhouse and pool for residents, and related improvements relating to access, parking, lighting, landscaping and other improvements and amenities for the use of the residents of the Project only (the “Private Improvements”), and also contains certain physical improvements to which non-exclusive public access is being provided under the terms of this Easement Agreement (the “Public Improvements”), all as further set forth in this Easement Agreement and referred to in the Approval Resolutions, and in the plans, visual representations and application documents prepared by the Chazen Companies and submitted in support of the application, and as specifically shown on the plan set entitled, “Beacon 248 Development,” the sheets of which are set forth in the Site Plan Approval Resolution and the Subdivision Approval Resolution, such plans being originally dated June 30, 2013, and last revised, in accordance with the Approval Resolutions on August 14, 2017 (“Approved Plans”); 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, in furtherance of State and Regional policies to encourage Greenway Trails throughout the Hudson Valley, the Grantee has undertaken activities to support the establishment and operation of the Fishkill Creek Greenway & Heritage Trail (the “FCGHT” or “the Trail”) along the Fishkill Creek within the City of Beacon, including: establishing a comprehensive document entitled “Fishkill Creek Greenway & Heritage Trail Master Plan,” (hereafter, “Trail Master Plan”) funded in part by the New York State Hudson River Valley Greenway and adopted by the Beacon City Council by Resolution dated June 17, 2013; and

WHEREAS, pursuant to the Trail Master Plan, the Grantee is acquiring and continues to acquire pedestrian trail easements on properties along the Fishkill Creek,

including those adjacent to the Parcel, for the purpose of establishing connectivity of other existing and future pedestrian trail easements along the Fishkill Creek that together will establish the FCGHT; and

WHEREAS, in furtherance of the above trail policies, the Grantee, in its legislative capacity, has on April 3, 2017, enacted a uniform set of rules and regulations governing the use of all public trails in the City, to wit: Chapter 170 of the Code of the City of Beacon, covering operation and use of trails on publicly owned land, and also trails, including the FCGHT, where a trail is located on private land over which the City has acquired an easement for trail purposes on behalf of the public, and has established supplementary rules and regulations applicable to the FCGHT in Section 170-5 thereof; and

WHEREAS, in furtherance of the above trail policies, and the provisions of the Fishkill Creek Development zoning provisions, as well as the specific terms and conditions of the project approvals granted to the Beacon 248 project, the Grantee has requested the Grantor to establish a pedestrian trail on the Parcel to become part of the FCGHT, and Grantor has consented to establish a portion of such trail on its property; and

WHEREAS, the Subdivision Resolution requires the conveyance of a Greenway Trail Easement to Grantee providing for pedestrian public access along the Trail to be constructed over and across the Development Site, all as more particularly shown on the Approved Plans as “Greenway Trail,” and also provide Pedestrian Access to the Trail from Wolcott Avenue and from Tioronda Avenue. A reduced copy of the Subdivision Plat and Site Plan Sheet SP-2 are attached hereto and made part hereof as **Schedule B**, which show the proposed location of the Trail; and

WHEREAS, the parties intend that the Greenway Trail Easement granted herein shall be used only for passive, non-motorized, pedestrian recreation in the form of walking and hiking, including visual enjoyment of the Fishkill Creek corridor, with non-motorized bicycle riding on segments of the trail which have been specifically designated by the City as appropriate for joint use by bicycles and pedestrians and signed for such dual use, 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 within the coverage requirements of the Greenway Trail Insurance Program; and

WHEREAS, the parties further intend that the FCGHT will be open to the public only during daylight hours (dawn to dusk), and is also subject to the further rules and regulations set forth in Chapter 170 of the City Code; and

WHEREAS, the parties recognize that Grantee shall have the continuing authority to establish further terms and limitations on public use of the FCGHT, as it may deem appropriate.

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 Grantor and Grantee do hereby agree as follows:

1. Construction and Location of Improvements: Grantor shall construct the Public Improvements as shown on the Approved Plans according to the construction standards set forth on the Approved Plans and according to all applicable accepted industry standards for such construction. The Public Improvements in the Easement Area include the following, all of which are shown in more detail on the Approved Plans:
 - a. The pedestrian Greenway Trail improvements, running in a generally north-south direction generally parallel with the Fishkill Creek, beginning, at the south, at the shared property line with property owned by Sisters Properties LLC identified as Tax Parcel 130200-5954-16-951357, and terminating at its northerly end in a circular cul-de-sac near the northerly boundary of Tax Parcel 130200-5954-16-993482. Such improvements shall include the Trail, benches, signage, concrete walkways, and a wooden bollard at the south end

of the Trail and at the north end of the Trial spur. Grantor shall construct the pedestrian Trail of a variable width of five (5) to eight (8) feet consisting of crushed stone and boardwalk, as shown on the Approved Plans, within the twenty (20) foot wide trail easement, as described in Paragraph 3. The location of the Trail within the Easement Area shall be as shown on the Approved Plans, although the City Building Inspector may authorize variations in the route during construction based on field conditions.

- b. The structure designated as “Pavilion,” a 25 feet by 25 feet covered wooden structure located within the site, just north of the private “Clubhouse,” and just west of the trail, such Pavilion to be accessed from the Trail by means of pavement striping and a concrete sidewalk as shown on the Site Plan; and to be accessed from Wolcott Avenue via the pedestrian walkway described in the next section;
- c. Pedestrian Access to the Trail from Wolcott Avenue: An asphalt pedestrian walkway marked with pavement striping along the easterly side of the emergency access roadway, providing access from Wolcott Avenue to the Pavilion via the pavement striping crosswalk and concrete sidewalk described above, and also providing access to the Trail via a crushed stone gravel walkway leading to the Trail (“Point B” on the Subdivision Plat);
- d. Pedestrian Access to the Trail from Tioronda Avenue: A pedestrian concrete/asphalt path leading from Tioronda Avenue in a generally east-west direction toward the Trail with concrete stairway transition at the southerly end of building 100 to reach the Trail
- e. The Grantor will construct the accessway from the designated publicly accessible Trail parking spaces to the Pavilion in a manner that is handicapped accessible. It is specifically understood that due to topographic conditions relating to the property, the Trail, and walkways to reach the Trail

will not meet ADA standards and will not be handicapped accessible. In the event the location of the easement must be altered to accommodate a handicapped accessible Trail on this Development Site, Grantor agrees to execute an amendment to this Agreement to adjust the location of the easement for such purposes, provided that such adjustment does not require any building, structure, or other improvement on the Site Plan to be relocated.

- f. Parking spaces provided on the site which exceed the number required by the City of Beacon Zoning Code shall be devoted to public parking for the Trail. The Grantor will designate these excess spaces for this purpose. In no event shall less than four (4) spaces be designated for this purpose. These spaces will be located as near as may be practicable to the pavilion. The Grantor will also place two bike racks, one near the pavilion and the other near the south side of building 100. No rights are granted under this agreement for any parking by members of the public in parking spaces designated for use by tenants of the project. The City shall assist Grantor in preventing unauthorized parking in spaces designated for tenants. Without limiting the foregoing, Grantor shall have the right to have cars towed which are improperly parked in tenant spaces.

2. Timing of Construction of Improvements: Prior to the issuance of the first Certificate of Occupancy for Building 100, the Trail construction shall be completed by the Grantor. Prior to the issuance of the first Certificate of Occupancy for Building 400, the Trail, viewing Pavilion and public parking shall be fully operational. Upon completion, and prior to any public use, the construction of the Trail shall be inspected, and approved for purposes of City acceptance of dedication for public use by the City Building Inspector, with written confirmation of such approval provided to Grantor and Grantee. Dedication for public use and public access to the Trail shall be prohibited until such approval and until the issuance of the first Certificate of Occupancy for Building 400, as more fully set forth in Paragraph 3.

Notwithstanding the paragraph immediately above, in the case where construction of the Project ceases, as determined by the City Building Inspector, and three (3) years has passed from the issuance of the Project's first Building Permit, Grantor shall make the Trail fully operational and open to the public, at the City's request, until such time as Project construction resumes. In this case, access shall be along the Trail, and not through the Site from Tioronda Avenue or Wolcott Avenue, and shall not include use of the public parking area or viewing Pavilion in order to ensure that the public does not have access to the partially constructed site. Such temporary access shall in no way limit Grantor's obligation that the Trail, public parking and viewing Pavilion and other Public Improvements with non-exclusive public access, shall be fully operational prior to the issuance of the first Certificate of Occupancy for Building 400. Use of such Public Improvements with non-exclusive public access may be restricted in whole or in part, as necessary to protect public safety, during periods of construction.

Notwithstanding the preceding paragraph, Grantor shall not be required to provide the temporary access to the Trail, as described above, and temporary access previously granted shall cease, if construction ceases or fails to resume due to the City's refusal to extend or renew the Special Permit or Site Plan Approval, unless such refusal is based upon Grantor's failure to timely or properly comply with a provision of the City Code or a condition of the Special Permit or this Site Plan Approval.

3. Grant of Easement: Grantor hereby grants, transfers and conveys to Grantee, for the benefit of the Grantee and the 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 more restrictive amendments thereto adopted after this conveyance is recorded, a non-exclusive easement and right-of-way over, across and upon the Trail, the Pavilion, and the walkways leading to the Trail and Pavilion, as described herein, for passive, non-motorized pedestrian walking and hiking, including visual enjoyment of the Fishkill Creek corridor, during daylight hours (dawn to dusk), under the further limitations set forth in the following paragraphs. The Trail easement

shall be 20 feet wide as shown on the Approved Plans (see, Schedule B) and shall be further described by metes and bounds on an as built survey (“Trail Easement Area”). The Easement granted herein includes the right of access to the Pavilion over the walkways from Wolcott Avenue and Tioronda Avenue leading therefrom to the Trail and to the Pavilion. Additionally, a non-exclusive vehicular easement and right-of-way is hereby granted over, across and upon the paved driveway from Tioronda Avenue for the purpose of accessing the four (4) parking spaces which are designated for vehicular parking for members of the public seeking access to the Pavilion and Trail, and to temporarily park in such designated spaces for the purposes of visiting the trail. The areas of the Trail, the pedestrian access to the Trail, the Pavilion, the pedestrian access to the Pavilion, and the parking spaces and vehicular access to the parking spaces, shall collectively be referred to herein as “the Easement Area.” The designated parking spaces are shown on the Approved Site Plan as the last four (4) parking spaces on the west side of the site immediately before the designated emergency access drive at the northern end of the site. All the easement rights granted herein are non-exclusive, and to be enjoyed subject to the Grantor’s reserved rights, on behalf of itself, its successors, assigns and tenants, to use these improvements jointly with members of the public. Grantor and Grantee agree that public access to the Trail, Pavilion, walkways, driveway and parking area shall not be permitted until the issuance of the first Certificate of Occupancy for Building 400, unless otherwise agreed to in writing by Grantor and Grantee.

4. Limits on Permitted Public Activities on the Property: The pedestrian uses authorized by this easement are for quiet, non-motorized, passive recreational trail hiking and walking use by members of the public who are users of the FCGHT, 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, and may include non-motorized bicycle use in segments of the trail which have been specifically designated by Grantee as appropriate for joint use by bicycles and pedestrians, and signed for such dual use, 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, authorized uses shall not include running, skiing, snowshoeing, skateboards, roller skates or use of any all-terrain vehicles, snowmobiles, or any other motorized vehicles. Without limiting the foregoing, cross-country skiing is not permitted in this easement. Lawful construction or maintenance activities relating to the trail and the project site are not subject to the prohibition of motorized vehicles. There shall be no dumping of trash, garbage, or other unsightly or hazardous material within the Easement Area. No use of the Trail shall be permitted before dawn or after dusk. Rules and Regulations governing the use of the public trailways in the City, including the Fishkill Creek Greenway and Heritage Trail ("FCGHT") are set forth in Chapter 170 of the Code of the City of Beacon, as it may be amended from time to time. Grantee may make any further restrictions it deems appropriate in managing the public use of the Trail. Public access to the FCGHT does not constitute permission to enter onto private property adjoining the Trail, and entry on private property adjoin the Trail is 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.

5. Operation of Trail: After the Grantee, through the City Building Inspector, inspects, approves and accepts the constructed Trail, it shall have the authority to determine when and whether the Trail shall be open for public use, and 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 natural and open character of the FCGHT, and the changing character of the natural environment, neither the Grantee nor the Grantor can make any representation that any portion of the Trail is safely passable at all times when the Trail is open. All users shall approach the Trail with caution and use it prudently and safely at the trail users own risk, in light of seasonal, weather, and other natural conditions. Neither the Grantee nor the Grantor are obligated to clear snow and ice from the Trail. Without limiting the general ability of the Grantee to suspend public use of the trail at any time for any length of time, as it may deem appropriate, the FCGHT shall be closed during snow and ice storms.

6. Repair and maintenance obligations: Grantor shall be responsible for construction and maintenance of the Greenway Trail, including the Pavilion, and the parking spaces providing parking for the Pavilion and Greenway Trail, and access to those public improvements across the site. The Greenway Trail shall be maintained with a stone dust surface at the width shown on the Approved Plans. Grantor will maintain the concrete walkways shown on the site plan, including snow removal, but shall not be obligated to clear snow from the Greenway Trail. Unless such obligations are superseded by City enactment of uniform standards for maintenance and repair of the City's Greenway Trail System, the Greenway Trail shall be inspected at least once a year and after significant storm events, and Grantor shall restore the trail to its original condition after significant storm events and flooding (as determined by the Building Inspector) and shall repair any damage to the trail. Notwithstanding the foregoing, Grantee shall also have the right to seek grants for trail improvements and to make any such improvements in its sole discretion, and may assign any portion of day-to-day maintenance responsibilities for the trail to an agency of government or a qualified not-for-profit entity, as the Grantee in its sole discretion may deem appropriate, provided that any such group shall carry liability insurance meeting the standards of this Agreement.

7. Liability and Insurance: Grantee, which already maintains a municipal general liability policy, agrees to include coverage for this Greenway Trail Easement insofar as it is open for public use, 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 2015 dollars. Grantee shall cause the Grantor, as owner of the fee title of the Easement Area to be named as an additional insured on such policy of municipal liability insurance, as its interests may appear. Grantee shall indemnify and hold Grantor harmless for any claims, losses, damages or suits connected with or arising out of the use of the Trail and existence of the Greenway Trail Easement, except to the extent that such claims arise from the gross negligence or willful misconduct of Grantor. Notwithstanding the foregoing, Grantor shall also purchase

liability insurance relating to the Trail, either through the Greenway Trail Program Insurance or otherwise, with the same limits of coverage, and shall name the Grantee as an additional insured on such policy as its interest may appear.

8. Grantor Reserved Rights: Subject to the easement rights granted herein, the Grantors, for themselves, and their successors and assigns, reserve all rights as the owner of their respective properties, including the right to fully use and enjoy the Easement Area herein described, including the rights of ingress and egress to, upon, over, under, through and across the Easement Area, provided same shall not eliminate or obstruct the Easement Area, or unreasonably interfere with Grantee's rights hereunder. Grantors shall not construct anything in or below the Easement Area except as authorized by any required governmental approvals, which shall not be unreasonably denied provided that the proposed use does not unreasonably interfere with Grantee's rights hereunder. In the event that any construction below the Trail is conducted, it shall be performed in a timely manner, and the Easement Area shall be returned as near as possible to its prior condition as soon as the construction is completed. Nothing herein shall be construed as limiting the right of Grantor to sell, give, transfer, or otherwise convey or encumber the Development Site, or any portion or portions of the Development Site, provided that such conveyance is subject to the terms of this Greenway Trail Easement Agreement.

9. Reliance on State Law: Grantor and Grantee agree that in creating this 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 the Grantor and the Grantee shall be deemed "occupants" of the Easement Area. The limitation of activities permitted within the 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 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. Grantor and Grantee further agree that they will limit activities within the Easement Area, including a prohibition on motorized uses, to assure eligibility for participation by Grantor in the Hudson River Valley Greenway Trail Program Insurance program.

10. Binding Effect: The easement granted herein is permanent and non-exclusive. The terms, covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto, their successors and assigns, and all covenants herein shall run with the land affected thereby and shall be perpetual in duration. Notwithstanding the foregoing, no party shall be liable for a breach of this agreement resulting from acts or conditions occurring prior to or after the period of his or her ownership.

11. Amendment/Modification: This Easement Agreement may be amended upon written consent of Grantor and Grantee by a document duly recorded in the Dutchess County Clerk's Office.

12. Enforcement of Easement Agreement and Resolution of Disputes Concerning the Easement: The parties may enforce this Easement Agreement in law or equity against any and all persons responsible for any violation thereof. Any failure to enforce a provision of this Easement 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.

13. Severability: Any invalidation of a provision of this Easement 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.

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

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

To: Beacon 248 Development, LLC, c/o Paul Epstein, Esq. (rc.eplaw@aol.com), 621 Route 52, PO Box 2, Beacon NY 12508; and c/o Jennifer Van Tuyl (jvantuyl@cuddyfeder.com) 300 Westage Business Center, Suite 380, Fishkill, NY 12524

To: City of Beacon, c/o Jennifer Gray, Esq. (jgray@kblaw.com), 445 Hamilton Avenue, White Plains, NY 10601

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.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first set forth above. This conveyance is made and executed pursuant to the consent of the members of the Grantor and is made in the regular course of business of the Grantor, and the property interest conveyed does not constitute all, or substantially all, of the assets of the Grantor.

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 _____, 2017.

BEACON 248 DEVELOPMENT, LLC

By: _____

CITY OF BEACON

By: _____
Randy Casale, Mayor

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
)ss.:
COUNTY OF)

On the ____ day of _____, in the year 2015, 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, and that such individual made such appearance before the undersigned in the _____ (insert the city/town or political subdivision and the state or country or place of acknowledgement was taken)

Notary Public

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

On the ____ day of _____, in the year 2015, 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 AND RETURN TO:

KEANE & BEANE, LLP
Attorneys at Law
445 Hamilton Avenue
White Plains, NY 10601

9/22/17 edits address CC comments 8/28/17-remove all references to maintenance by city

Att'n: Jennifer Gray, Esq.

City of Beacon Workshop Agenda
10/10/2017

Title:

Discussion of a Proposed Local Law Regarding Parking on Leonard Street and Safety Concerns on Blackburn

Subject:

Background:

ATTACHMENTS:

Description	Type
LL Leonard and Blackburn	Local Law

DRAFT LOCAL LAW NO. ____ OF 2017

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 211 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to amend Chapter 211, concerning parking on Leonard Street and traffic safety concerns on Herbert Avenue.

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

Section 1. Chapter 211, Section 10, Subsection B of the Code of the City of Beacon entitled “Stop intersections” is hereby amended as follows:

§ 211-10. Stop intersections.

B. Schedule VII: Stop Intersections. In accordance with the provisions of Subsection A, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
Bank Street	--	West Main Street
Beacon Street	Both	Cliff Street
Beacon Street	Both	South Avenue
Beacon Street	Both	South Brett Street
<u>Blackburn Avenue</u>	<u>South</u>	<u>Herbert Street</u>
Bridge Street	East	Wilson Street
Catherine Street	Both	South Cedar Street

Church Street	Both	North Brett Street
Church Street	Both	North Elm Street
Church Street	East	Eliza Street
Church Street	West	Willow Street
Cliff Street	Both	Beacon Street
Cliff Street	South	Rombout Avenue
Coffey Avenue	--	Beskin Place
Cottage Place	North	Church Street
Cross Street	Both	Deerfield Place
Cross Street	Both	Orchard Place
Cross Street	Both	Silvers Place
Cross Street	Both	Verplanck Avenue
Cross Street	Both	Wilkes Street
Davidson Street	--	DePuyster Avenue
Davies Avenue	North	South Avenue
Delavan Avenue	South	Fishkill Avenue
Delavan Avenue	South	Highland Hospital access road
Dennings Avenue	South	Hudson Avenue
DePuyster Avenue	South	East Main Street
DePuyster Avenue	North	Washington Avenue
DeWindt Street	Both	South Brett Street
Dinan Street	Both	West Center Street
Dutchess Terrace	South	Talbot Avenue
Dutchess Terrace	South	Verplanck Avenue
East Main Street	East	Spring Valley Street

East Main Street	Both	Howland Avenue and DePuyster Avenue
East Main Street	West	Washington Avenue
East Willow Street	--	Orchard Place
Eliza Street	South	Church Street
Grace Street	South	Washington Avenue
Henry Street	East	Teller Avenue
<u>Herbert Street</u>	<u>Both</u>	<u>Blackburn Avenue</u>
High Goal Lane	South	Slocum Road
Howland Avenue	North	East Main Street
Liberty Street	--	Washington Avenue
Main Street	South	Herbert Street
Matteawan Road	Both	Main driveway to Rombout Middle School
Matteawan Road	Both	Wilkes Street
Matteawan Road	South	Verplanck Avenue
North Brett Street	Both	Church Street
North Cedar Street	Both	Church Street
North Cedar Street	North	Verplanck Avenue
North Chestnut Street	Both	Church Street
North Elm Street	Both	Church Street
North Elm Street	Both	Verplanck Avenue
North Elm Street	South	Oak Street
North Walnut Street	Both	Church Street
North Walnut Street	Both	Verplanck Avenue
North Walnut Street	Both	Wilkes Street

Oak Street	Both	North Chestnut Street
Oak Street	Both	North Elm Street
Oak Street	Both	Willow Street
Orchard Place	--	East Willow Street
Orchard Place	--	West Willow Street
Phillips Street	Both	Wolcott Avenue
Phillips Street	North	Union Street
Prospect Street	North	Union Street
Prospect Street	Northeast	Alice Street
Rende Drive	West	Phillips Street
River Street	--	West Main Street
Rombout Avenue	Both	School Street
Rombout Avenue	Both	South Brett Street
Rombout Avenue	Both	South Chestnut Street
Rombout Avenue	Both	Teller Avenue
Rombout Avenue	West	South Avenue
Russell Avenue	North	East Main Street
Russell Avenue	Both	Union Street
Russell Avenue	Both	Vail Avenue
Sargent Avenue	North	Wolcott Avenue
Sargent Avenue	Southwest	South Avenue
Schenck Avenue	Both	Verplanck Avenue
School Street	North	Rombout Avenue
Silvers Place	Both	Dutchess Terrace
Slocum Road	North	Grandview Avenue

South Avenue	Both	Beacon Street
South Avenue	--	Sargent Avenue
South Avenue	South	Wolcott Avenue
South Brett Street	Both	Rombout Avenue
South Brett Street	North	DeWindt Street
South Cedar Street	Both	DeWindt Street
South Cedar Street	Both	Rombout Avenue
South Chestnut Street	Both	DeWindt Street
South Chestnut Street	Both	Rombout Avenue
South Chestnut Street	Both	West Center Street
South Chestnut Street	South	Wolcott Avenue
South Elm Street	Both	DeWindt Street
South Walnut Street	Both	DeWindt Street
Spring Street	East	Washington Avenue and East Main Street
Spring Valley Street	Both	Churchill Street
Spring Valley Street	North	East Main Street
Spring Valley Street	South	Wolcott Avenue
Talbot Avenue	East	Dutchess Terrace
Teller Avenue	South	Wolcott Avenue
Tillot Street	Both	Anderson Street
Tillot Street	Both	Washington Avenue
Union Street	Both	Phillips Street
Union Street	Both	Russell Avenue
Vail Avenue	Both	Russell Avenue

Veterans Place	--	Henry Street
Vine Street	East	Teller Avenue
Water Street	North	East Main Street
West Center Street	Both	South Chestnut Street
West Willow Street	--	Orchard Place
West Willow Street	Both	Wilkes Street
Wilkes Street	West	Matteawan Road
Wilkes Street	Both	West Willow Street
Wilkes Street	East	East Willow Street
Willow Street	--	Orchard Place

Section 2. Chapter 211, Section 14.1, Subsection B of the Code of the City of Beacon is hereby amended as follows:

5102/11/613747v2 10/5/17

§211-14.1 No parking, stopping or standing at intersections.

B. There shall be no parking here to corner in the following locations

Amity Street	All	30 feet from every intersection
Conklin Avenue	North	To a point 30 feet from the Fishkill Avenue intersection
DeWindt Street	Northeast	To a point 30 feet from the South Cedar intersection
Dutchess Terrace	Both	From Verplanck Avenue to a point 50 feet in from intersection
East Main Street	Both	To a point 30 feet west of the Howland Avenue/DePuyster Avenue intersection
Eliza Street	West	At the corner of Oak Street
<u>Grove Street</u>	<u>Both</u>	<u>To a point 30 feet from the Leonard Street intersection</u>
Helen Court	Both	30 feet east from the intersection of Washington Avenue
<u>Leonard Street</u>	<u>East</u>	<u>To a point 30 feet from the Grove Street intersection</u>
<u>Leonard Street</u>	<u>West</u>	<u>To a point 70 feet from the Grove Street intersection</u>
Main Street	East	From the corner at East Main Street to a point 50 feet north
Mead Avenue	North	To a point 30 feet from the Conklin Avenue intersection
Oak Street	South	At the corner of Eliza Street
O'Dell Street	East	To a point 30 feet from the intersection of East Main Street
Prospect Street	Both	To a point 30 feet west of the East Main Street intersection
Prospect Street	West	To a point 30 feet in both directions from the intersection of Union Street
Russell Avenue	Both	To a point 30 feet west of the East Main Street intersection
South Cedar Street	Both	To a point 30 feet from intersection of DeWindt Street
South Cedar Street	Both	To a point 30 feet from the Main Street intersection
Teller Avenue	Both	To a point 30 feet in both directions from the intersection of Rombout Avenue

Tioronda Avenue	North	To a point 20 feet in both directions from the intersection of Van Nydeck Avenue
Van Nydeck Avenue	North	To a point 275 feet from Teller Avenue
Van Nydeck Avenue	South	To a point 150 feet from Teller Avenue
Van Nydeck Avenue	North	To a point 215 feet from Tioronda Avenue
Van Nydeck Avenue	South	To a point 95 feet from Tioronda Avenue

Section 3. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 4. 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 5. 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 6. Effective Date

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

City of Beacon Workshop Agenda
10/10/2017

Title:

Request from River Pool to Renew Equipment Storage Agreement

Subject:

Background:

ATTACHMENTS:

Description

2008 Agreement River Pool Equipment

Type

Cover Memo/Letter

**AGREEMENT BETWEEN
CITY OF BEACON
AND
RIVER POOL AT BEACON, INC.**

This agreement is made on September 3, 2008 by and City of Beacon ("City"), with an address at One Municipal Plaza, Suite 1, Beacon, New York 12508 and River Pool at Beacon, Inc., ("River Pool"), a 501c3 non-profit organization with an address at PO Box 173, Beacon, New York 12508, to store pool-related property in the gym at the University Settlement Camp ("USC") and in the north courtyard at River Front Park ("RFP").

RIVER POOL AT BEACON, INC., agrees to

- (a) Provide property insurance for all pool-related property stored at the USC and the north courtyard of RFP.
- (b) Provide locks for the front doors of the gym at USC and for the gate to the north courtyard at RFP.
- (c) Repair the fence at the north courtyard of RFP, as needed.
- (d) Perform any repairs or modifications to the floating pool at River Pool's expense
- (e) Pay \$65 per month for use of 600sq ft in the gym for storage and light repairs. .
- (f) Remove all property from the gym by June 27, 2009, or earlier.

THE CITY OF BEACON NEW YORK, agrees to

- (a) Provide 600 square feet of storage space in the gym at USC at \$65 per month with reasonable access for storage and light repair of pool-related property from September 3, 2008 to June 27, 2009.
- (b) Provide space in the north courtyard at RFP at no cost with reasonable access for outside storage of large pool-related items, i.e. the gangway, the changing station, and the entry platform.

This agreement is effective September 3, 2008, and remains in effect through July 1, 2009.

Date: September 3, 2008

Date: September 3, 2008

Cynthia Cowden, President
River Pool at Beacon, Inc.

Steve Gold, Mayor
City of Beacon, New York



City of Beacon Workshop Agenda
10/10/2017

Title:

Discussion of the Proposed Amendment to the Building Moratorium

Subject:

Background:

ATTACHMENTS:

Description

LL Moratorium Amendments

Type

Local Law

DRAFT LOCAL LAW NO. ____ OF 2017

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND
CITY OF BEACON MORATORIUM ON DEVELOPMENT

A LOCAL LAW to
amend moratorium on
development to add an
exemption for existing
industrial/manufacturing
buildings

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

Section 1. Section 3.2 of the City of Beacon Moratorium on Development is hereby amended as follows:

Section 3. MORATORIUM

...

2. All applications for building permits, use variance, area variance, special use permit, site plan approval and subdivision approval submitted to the City on or before July 25, 2017 or pending before the Building Department or Land Use Board are exempt from this moratorium. Any application submitted after July 25, 2017 may be heard and reviewed by the Planning Board or Zoning Board of Appeals, but may not be subject to a vote. The Land Use Board may hold public hearing and discuss the application, but the Land Use Board may not formally approve or deny such application. Any building permit application for a single family home and any application seeking a modification or extension of an existing approval that does not increase the density (by unit or bedroom count) shall be exempt from this moratorium. ~~and A~~any residential application that would result in an increase in water usage of less than 330 gallons of water per day, as determined by the City ~~Building Inspector Engineer~~, is exempt from this moratorium. Any non-residential application that would result in an increase in water usage of less than 2,000 gallons per day, as determined by the City ~~Building Inspector Engineer~~, is exempt from this moratorium. In addition, this moratorium shall not apply to the reuse of any existing non-residential building for industrial or manufacturing uses, as determined by the Building Inspector, where such use does not increase the existing building footprint.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, the City of Beacon Moratorium on Development is otherwise to remain in full force and effect and is 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

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 5. Effective Date

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

City of Beacon Workshop Agenda
10/10/2017

Title:

Budget Discussion Schedule

Subject:

Background:

ATTACHMENTS:


Description	Type
Budget Scheduling Memo	Cover Memo/Letter

Memorandum

City Administrator



To: Mayor and City Council

From: Anthony Ruggiero, MPA, City Administrator 

Re: 2018 City Budget Schedule

Date: October 5, 2017

Discussed during the Budget Presentation on Monday, October 2, the following schedule was proposed:

- October 2, 2017
 - Submission of Budget and Budget Message to Council
- October 30 and November 13, 2017
 - Review of Budget with City Council and Department Heads
 - October 30
 - Building Department, Police Department, and Fire Department
 - November 13
 - Highway Department, Recreation Department, Water and Sewer Department
- December 4, 2017
 - Budget Public Hearing and Public Comments
 - Adoption of Budget by December 31, 2017.

Originally proposed was a Public Hearing on December 4, I however will be away, and should be present for the Public Hearing. I am proposing to schedule the Public Hearing on December 18 or a Special Meeting for the workshop night of December 11.

City of Beacon Workshop Agenda
10/10/2017

Title:

Authorizing the CDBG Grant Application

Subject:

Background:

ATTACHMENTS:

Description

Res. CDBG Grant Application

Type

Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2017

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE
FISCAL YEAR 2018 DUTCHESS COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION
FOR CONSTRUCTION OF A SIDEWALK ON BLACKBURN AVENUE BETWEEN HERBERT
STREET AND ROUTE 52 (FISHKILL AVENUE)**

WHEREAS, City of Beacon is participating in the Dutchess County Community Development Consortium for Fiscal Year 2018, and

WHEREAS, input from citizens and groups has been received and considered, and

WHEREAS, an application has been prepared which addresses Beacon community concerns; and

NOW, THEREFORE BE IT RESOLVED, that the Dutchess County Community Development Consortium Fiscal Year 2018 application for City of Beacon including the certifications included therein be and hereby is approved.

BE IT FURTHER RESOLVED, that the submission of said application to the Dutchess County Department of Planning and Development be and hereby is authorized.

Resolution No. ____ of 2017		Date: _____					
<input type="checkbox"/> <input type="checkbox"/> Amendments				<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.		<input type="checkbox"/> On roll call		<input type="checkbox"/> 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Ali Muhammad					
		Omar Harper					
		Lee Kyriacou					x
		George Mansfield					
		Pamela Wetherbee					
		Peggy Ross					
		Mayor Randy J. Casale					
Motion Carried							

City of Beacon Workshop Agenda
10/10/2017

Title:

Request for a Subordination Agreement for 26 Beekman Street (the View)

Subject:

Background:

ATTACHMENTS:

Description

26 Beekman Request for SubOrd.

Type

Cover Memo/Letter

VAN DEWATER AND VAN DEWATER, LLP

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October 5, 2017

Mr. Anthony Ruggiero
City Administrator
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

Re: DMS Consolidators Ltd. ("DMS")
26 Beekman Street, Beacon, New York

Dear Mr. Ruggiero:

Pursuant to permits and approvals granted by the City of Beacon, DMS Consolidators Ltd. ("DMS") has commenced construction of improvements at 26 Beekman Street, Beacon, New York (the "Premises"). Mahopac Bank has issued a commitment to provide a construction loan to DMS to finance a part of the cost of construction of such improvements. The construction loan is to be secured by a mortgage against the Premises in favor of the construction lender. A portion of the Premises is encumbered by certain covenants, restrictions and a possibility of reverter in favor of the City of Beacon set forth in that certain Quitclaim Deed dated from the City to DMS dated July 15, 2015 and recorded in the Dutchess County Clerk's Office in Document No. 02-2015 4533.

The construction lender will not complete the construction loan closing or advance any part of the construction loan unless the real property interests held by the City of Beacon, as set forth in the Quitclaim Deed, are subordinated to the construction loan mortgage.

The construction loan financing committed by Mahopac Bank is critical to the ability of DMS to complete the improvements and fulfill its remaining obligations set forth in the Quitclaim Deed. Accordingly, on behalf of DMS, we respectfully request that (i) the City of Beacon enter into a subordination agreement with the construction lender on terms and conditions acceptable to them and reviewed and approved by the City Attorney and (ii) that this request be placed on the agenda for consideration at the next meeting of the City Council.

Thank you.

Sincerely,

VAN DEWATER & VAN DEWATER, LLP

By: 

Gerard J. Comatos, Jr., Partner

cc. DMS Consolidators Ltd.
Nicholas Ward- Willis, Esq.

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