



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

Mayor Randy Casale

Councilmember Lee Kyriacou, At Large

Councilmember George Mansfield, At Large

Councilmember Terry Nelson, Ward 1

Councilmember John E. Rembert, Ward 2

Councilmember Jodi M. McCredo, Ward 3

Councilmember Amber J. Grant, Ward 4

City Administrator Anthony Ruggiero

February 5, 2018  
7:00 PM  
City Council Agenda

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comment:**

Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight. Please sign in at the podium. This segment will last no longer than thirty minutes, with speakers recognized in the order they appear on the sign-in sheet. A second public comment opportunity will be provided later in the meeting for those who do not get to speak during this first segment.

**Community Segment:**

- Recognition of 25 and 50 year Volunteer Firefighters
- Energize NY

**Presentations:**

- Appointments

**Reports:**

- Council Member Amber J. Grant
- Council Member John E. Rembert
- Council Member Lee Kyriacou
- Council Member George Mansfield
- Council Member Jodi M. McCredo
- Council Member Terry Nelson
- City Administrator, Anthony Ruggiero
- County Legislators
- Mayor Randy Casale

**Local Laws and Resolutions:**

1. Resolution granting waiver to provide affordable workforce housing
2. Fire Station Change Orders

3. Resolution Authorizing Entering Into Subordination Agreement 6 State
4. Fire Union Contract Ratification
5. Budget Amendments

**Approval of Minutes:**

- Minutes from January 16, 2018

**2nd Opportunity for Public Comments:**

Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those which are the topic of a public hearing tonight. This segment will last no longer than thirty minutes. Those who spoke at the first public comment segment are not permitted to speak again.

**Adjournment:**

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Recognition of 25 and 50 year Volunteer Firefighters**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description

Fire Department 25 and 50 yr members

Type

Backup Material



**FIRE DEPARTMENT**  
**13 South Avenue**  
**Beacon, New York 12508**  
**(845) 765-0899**

To: Mayor Randy Casale, and the City Council  
From: Chief Gary Van Voorhis  
Date: January 10, 2018  
Subject: Volunteer Firefighters to be recognized at the February 5, 2018 Council Meeting. A representative from each Fire Company will read the names.

**Mase Hook and Ladder Company**

25 Year members

David Antalek  
Lou Amoroso Jr.  
Mike Frederic  
Kevin Egan Sr.

50 Year members

Mike McCullough  
Kevin Darcy  
Bill Keenan  
Paul McGovern  
Charlie Lucy  
Ray Eustace  
Doug Kearney

**Tompkins Hose Company**

25 Year members 2016

Nicholas McGovern  
John Sheehy  
James Greenough

50 Year members 2016

Rich Begany  
James Bentivegna  
Raymond De Pew  
Fred Finck  
Larry Natoli  
Francis Pettorossi  
Ralph Landofi  
Richard Kolakoski  
Albert Handley

25 Year members 2017

Jeff Sheehy

50 Year members 2017

Gary Mendes  
Paul Mc Govern

## **Beacon Engine Company**

### 25 Year member for 2016

Thomas DiCastro Jr.

### 50 Year members 2016

Jim DiCastro  
Jim Martin  
George Farmer, Past Chief  
Peter Flynn  
Gary Villano  
Peter Goetchius  
Robert Collins

### 50 Year members 2017

Tom DiCastro Sr. Past Chief  
Sam Way Past President, Retired Career Staff  
Jim Farmer  
Dennis Daw

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Energize NY**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Energize NY Flyer	Backup Material
Energize NY Presentation	Presentation



**Financing for your clean energy project  
that is easy, convenient, and affordable**

**Get started now!**

**[www.EnergizeNY.org](http://www.EnergizeNY.org)**

**(914) 302-7300**

**Fill out our online  
pre-application  
to find out how  
much financing  
your project may  
be eligible for!**

**NY State's  
Commercial PACE  
Finance Program**

As a commercial property owner, you know that energy efficiency and renewable energy building improvements are smart. They also make financial sense. Undertaking a clean energy project can reduce your building's energy bill, improve operations, reduce its carbon footprint, and increase property value.

Flexible and customized financing solutions for clean energy projects are available through Energize NY for property owners of existing commercial buildings in New York State including *Office, Hospitality, Retail, Institutional, Multifamily, Light Industrial, Nonprofits, and Commercially-Owned Residential*.

Eligibility for financing is based on the property's potential to save energy, not on traditional credit. We offer especially long-term financing, essential to deep energy improvements, competitive rates from 4 to 6.5%, and the NY State PACE (Property Assessed Clean Energy) Finance mechanism that allows for loan repayment for energy-related building upgrades as a special tax charge right on your property tax bill.

Energize NY Finance can finance clean energy projects such as:

- efficient lighting
- solar electric
- chillers
- energy storage
- biomass
- insulation
- efficient heating or cooling
- smart controls
- combined heat and storage

The Energize NY team is here to help answer your questions at every stage of the energy improvement process, from finding an energy expert and navigating incentive programs to completing a cash flow analysis that can help maximize your return on investment.

----->  
**See how easy, convenient, and affordable ENY Financing is!**



### Easy.

Financing eligibility is based on your property's potential energy savings (not on traditional credit).

Easy online application process and fast approval.

Our Energize NY team is here to help you at every stage of the energy improvement process.

### Convenient.

Up to 100% long-term financing at low interest.

If you are located in a municipality that is a member of the Energy Improvement Corporation, your repayment obligation is attached to the property and transfers to the new owner if your property is sold.

### Affordable.

No down payment is required.

Competitive rates of 4 to 6.5%, with flexible terms of 5- to 20-year terms, subject to market conditions.

Combines seamlessly with state and local energy incentive programs for additional benefits.

### Do I Qualify for Financing? If you answer “yes” to all below, you do!

- Estimated energy cost savings from your improvement is greater than the annual finance payments.
- Property's Loan-to-Value ratio is no greater than 80%.
- Financing is up to 10% of the value of the property.
- No bankruptcy within last 7 years.
- 3-year history of timely property tax payments.
- The municipality where your project is located must be a member of the Energy Improvement Corporation.

**Your Next Step: visit [EnergizeNY.org](http://EnergizeNY.org) to fill out a pre-application for financing online**

### Energize NY

914-302-7300 | [info@energizeny.org](mailto:info@energizeny.org)  
2051 Baldwin Rd, Yorktown Heights, NY 10598  
[www.EnergizeNY.org](http://www.EnergizeNY.org)

Energize NY™ Finance is a program of the Energy Improvement Corporation (EIC), a nonprofit New York State local development corporation with a mission to scale the adoption of clean energy in New York State's buildings. Energize NY partners with NYSERDA, NY Green Bank, Bank of America Merrill Lynch, First Niagara Bank, N.A., and EIC member municipalities.





# Energize NY PACE 2.0 Amendments Beacon City Council

February 5, 2018

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Mark Thielking – Energize NY Executive Director

Sarah Smiley - Energize NY Director of Member Services

# EIC

## Energy Improvement Corporation

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- Not-for-profit, Local Development Corporation
- Mission to increase clean energy adoption across NYS
- Controlled by member municipalities
- Shared service structure
- Funded by NYSERDA, US-DOE, revenue from financings
- Serve property owners with services through *Energize NY*

# NYS Energy Consumption:

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**New Yorkers spend \$35 billion annually on energy in buildings**

- \$10.5 billion is **wasted**
- Property owners want to stop wasting money and energy.
- Why don't they?



# The Energy Upgrade Problem:

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## Property owners need:

1. Help getting started
2. Advice if they get stuck
3. Access to capital



# Clean Energy Public Benefits

## Property Assessed Clean Energy (PACE)

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By Darwinek [CC BY-SA 3.0](#), via Wikimedia Commons

*“Municipalities would fulfill an important public purpose by providing financing to property owners for the installation of renewable energy systems & energy efficiency measures.”*

- Article 5L of the NYS General Municipal Law

- Repayments collected by municipality via tax bill charge

# Traditional Public Benefits:

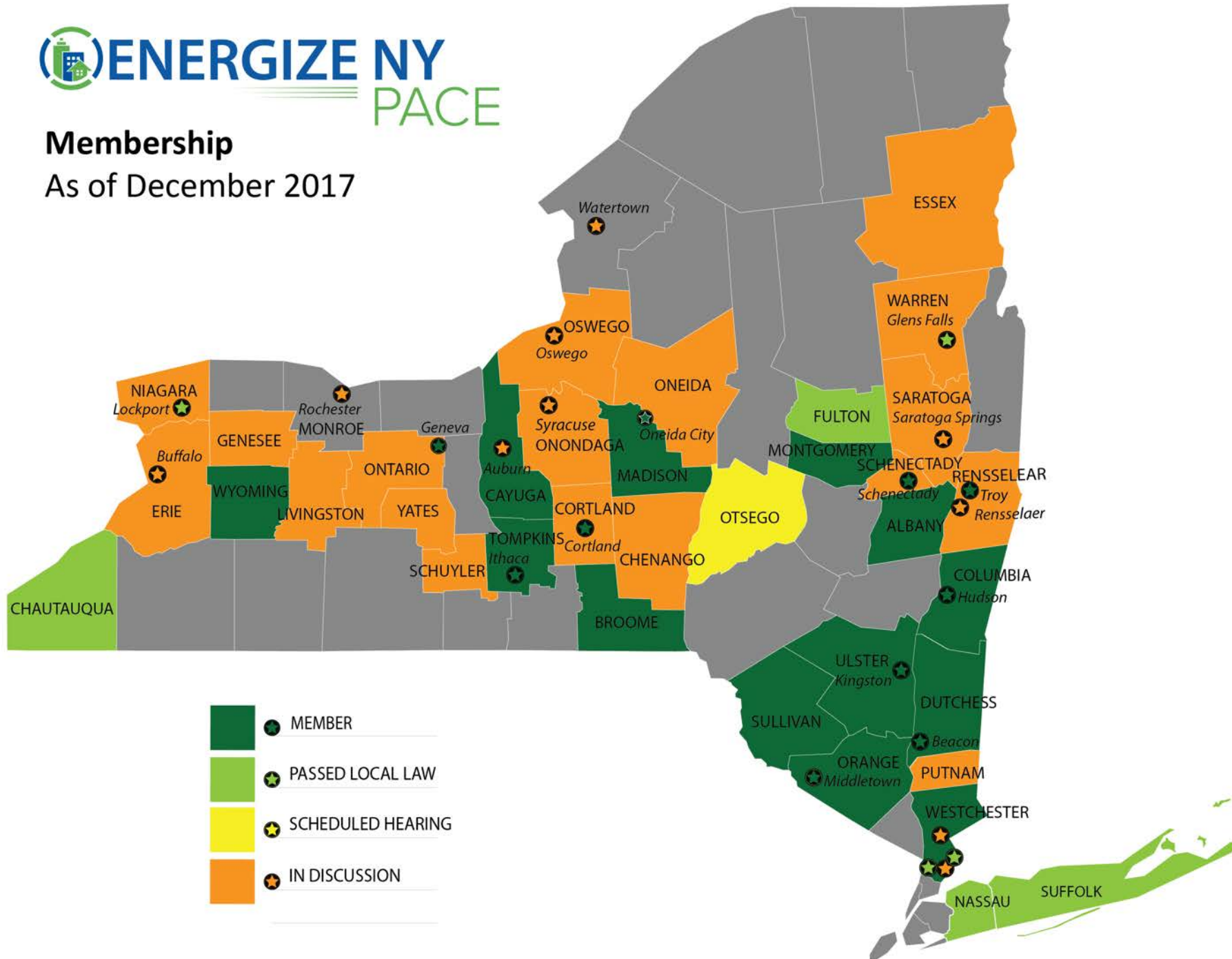
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Services authorized by local municipalities to achieve a defined public benefit:

- Water + Sewer Infrastructure = *Health + Economic Vitality*
- Fire and Police = *Safety*
- Sidewalks + Roads = *Safety + Economic Vitality*
- Public Lighting = *Safety*

## Membership

As of December 2017



# Energize NY PACE Finance

## Benefits

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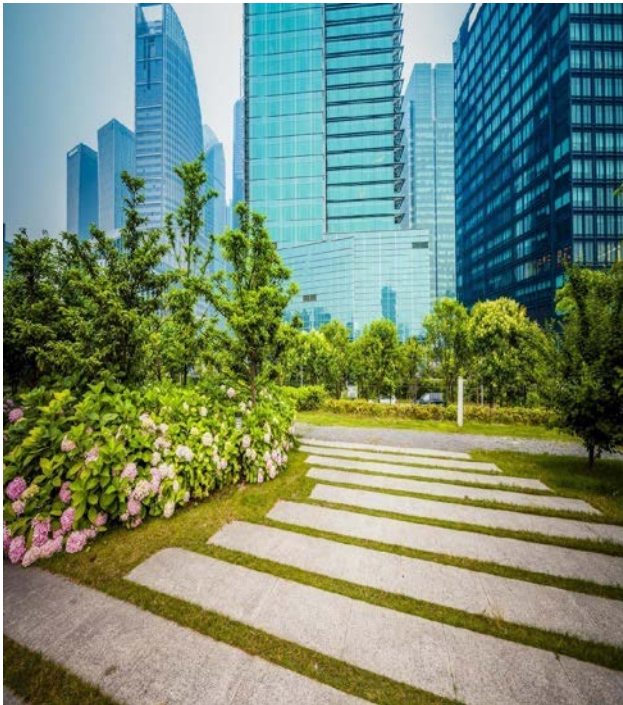
**Property Assessed Clean Energy (PACE) = alternative, affordable financing**

- **Up to 100% of the cost** of solar and energy efficiency projects of all sizes
- Eligibility is **not based on traditional credit metrics**, but on the building's ability to carry the extra tax charge and generate positive cash flow from reduced energy costs
- Is **repaid through an annual charge on the tax bill** for the property over the term of the loan
- **Automatically transfers to new owner** if the property is sold
- Flexible customizable loan **terms up from 5 - 20 years**
- **Competitive interest rates (4.75% to 6%)\*** depending upon market conditions

# Eligible Building Types

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## Commercially-owned buildings



- Multifamily
- Healthcare
- Hospitality
- Industrial
- Warehouse
- Not-for-profit
- Office
- Retail
- Agricultural
- Institutional
- Private colleges

# Eligible Improvements

- **Renewables:** Solar PV, Solar Thermal, Wind, Energy Storage, Ground/Air Source Heat Pumps, Anaerobic Digester, Fuel Cells, Wood Heating – ***New + Existing Buildings***
- **Combined Heat and Power (CHP)** – ***New + Existing Buildings***
- **Efficiency:** Lighting, Boiler Conversions, Furnace Upgrades, Insulation, HVAC, Chillers, Windows, Pumps, Smart Controls – ***Existing Buildings and Substantial Renovations***







# *First Energize NY Project in Beacon*

## LnJTech, City of Beacon



photo credit, Matt Ambrosini

### Project

-  1850's Warehouse and Multi-Purpose Building
-  45.24kW Solar PV System
-  \$6,100/yr Average Annual Cash Flow
-  76% Electric Use Offset

### Financing

- Amount Financed: \$62,000
- Term: 20 years
- Interest Rate: 6.13%
- Financing Cost: \$5,500/yr
- Completion Date: July 2017

Lead  
Beacon  
Conservation  
Advisory  
Committee  
Member





Scope of Work  
Solar PV

# Multifamily Housing: *Mt Vernon*

## NatLew, Mount Vernon



### Project

-  Multifamily, 20,000 sq.ft.
-  Efficiency Project
-  \$19,200/yr average annual cash flow
-  14% energy savings

### Financing

Amount Financed: \$238,078

Term: 20 years

Interest Rate: 6.08%

Financing Cost: \$20,700/yr

Completion Date: March 2017

### Lead

NYSERDA  
Multifamily Partner  
Customer

### Scope of Work

- Fuel conversion
- Boiler
- Hot water heater
- Pipe insulation
- Lighting
- Windows

# Commercial/Retail: *Ossining*

## Terra Tile and Marble, Ossining







### Lead

Solarize Ossining -  
Briarcliff Manor

### Scope of Work

Solar PV

### Project

-  Commercial Showroom, 30,000 sq.ft.
-  120kW Solar PV System
-  \$26,094/yr average annual cash flow
-  95.5% Electric Offset

### Financing

Amount Financed: \$204,102  
 Term: 10 years  
 Interest Rate: 4.93%  
 Financing Cost: \$49,700/yr  
 Completion Date: September 2015

# Hotel: *Amenia*

## Troutbeck, Dutchess County







Lead  
Contractor

Scope of Work

- Lighting
- Insulation
- Heating & Cooling systems

### Project

-  Hotel and Restaurant, 19,300 sq. ft.
-  Efficiency Project
-  \$12,000/yr average annual cash flow
-  1850 MMBtu Annual Savings

### Financing





Amount Financed: \$412,728  
 Term: 20 years  
 Interest Rate: 5.75%  
 Financing Cost: \$35,000/yr  
 Completion Date: October 2017

# Theater: *Binghamton*

## Art Mission Theater, Binghamton



### Project

-  Theater and Gallery, 12,000 sq.ft.
-  5.9kW Solar PV System
-  \$860/yr Average Annual Cash Flow
-  7,135kWh Annual Production

### Financing

- Amount Financed: \$18,500
- Term: 20 years
- Interest Rate: 5.90%
- Financing Cost: \$1,551/yr
- Completion Date: July 2017

### Lead

Southern Tier  
Solar Works

### Scope of Work





Façade-mounted  
Solar PV

# Agriculture: *Goshen*

## 5 Spoke Creamery Farm, Goshen



### Project

-  Creamery and Cheesemaker
-  53kW Solar PV System
-  \$15,400/yr average annual cash flow
-  105% Electric use offset

### Financing

Amount Financed: \$74,796  
Term: 5 years  
Interest Rate: 4.30%  
Financing Cost: \$16,780/yr  
Completion Date: March 2015

### Lead

Orange County  
Planning Office

### Scope of Work

Ground-mounted  
Solar PV

# NYS PACE NEWS

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- Article 5-L Amendments (*Became Law Sept 13, 2017*)
  - 10% Cap Removed
  - Community Solar/Remote Net Meter projects allowed
  - Access to non-federal reserves
- New NYSERDA Commercial PACE Guidelines: Positive savings-to-investment ratio (SIR Test)
- PACE Construction Financing

# PACE 2.0

## Finance Criteria

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- Improvements have savings-to-investment ratio > 1
- Financing capped at 35% of value of benefitted property
- Property's total loan-to-value is no greater than 90%
- No bankruptcy within last 7 years
- 3 Year history of timely property tax payments
- No mortgage or other property related defaults
- Existing mortgage holder consent required
- NYSERDA/Utility/**C-PACE Guidelines** approved energy assessments and upgrade process

# Energize NY Services:

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- **Energize NY Partner support**
  - Energize NY Trainings
- **Property owner support**
  - NYSERDA + Utilities
  - Finance Application support
- **Municipal Member support**
  - PACE Finance support
  - Pair PACE to building code initiatives
  - Pair PACE to economic development initiatives
  - Pair PACE to grant opportunities



*Troy waterfront CC-BY-SA-3.0/ [Matt H. Wade](#) at Wikipedia*

# EIC Members: PACE 2.0

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## *EIC's Municipal Members – Next Steps:*

- Amend Local Law and Municipal Agreement (Templates provided by EIC)
- Decisions on Modifications (restrictions) to PACE 2.0 Product
- Launch (re-launch) of Energize NY PACE

# Energize NY Residential Reducing Barriers to Entry

- The Message: Comfort and savings for your home can be achieved through energy efficiency
- NYSERDA's Home Performance with Energy Star
- Energize Comfort Corps = vetted contractors
- Direct homeowner support



# Energize NY Residential Outreach Model

- Community-based, neighbor-to-neighbor model
- Energize Champions and Trusted Sources: Local volunteers who promote the program and follow-up with homeowners.
- Municipal Support: Inclusion in communications and presence on websites



# Contact information

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Mark Thielking  
*Executive Director*  
914-302-7300 x8109  
mark@energizeny.org

Sarah Smiley  
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914-302-7300 x8105  
sarahs@energizeny.org

Susan Morth  
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Development*  
914-302-7300 x8114  
susanm@energizeny.org

Alice Quinn  
*Director of Residential –  
Hudson Valley*  
914-302-7300 x8107  
aliceq@energizeny.org

# APPENDIX

## ENY Finance Process

Action	Timing
<b>1. Submit on-line Pre-application</b> <ul style="list-style-type: none"> <li>a. Receive conditional reservation number</li> <li>b. Obtain an appraisal if needed</li> </ul>	<ul style="list-style-type: none"> <li>a. 2 business days</li> <li>b. Client dependent</li> </ul>
<b>2. Scope of Work</b> <ul style="list-style-type: none"> <li>a. Technical review</li> </ul>	<ul style="list-style-type: none"> <li>a. NYSERDA/Utility program/contractor</li> </ul>
<b>3. Submit Finance Application</b> <ul style="list-style-type: none"> <li>a. Title search</li> <li>b. Lender consent if needed</li> <li>c. Organizational documents</li> <li>d. ENY internal approval process</li> <li>e. Sign and return Finance Agreement documents</li> <li>f. Notice to Proceed</li> </ul>	<ul style="list-style-type: none"> <li>a. 7-10 business days</li> <li>b. Client dependent</li> <li>c. Client dependent</li> <li>d. 15-20 business days</li> <li>e. Client dependent</li> <li>f. 1 business day</li> </ul>
<b>4. ENY disburses capital</b> <ul style="list-style-type: none"> <li>a. Certificate of Completion or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>a. Completion date dependent</li> </ul>



**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Appointments**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Jerry Landisi	Resolution
Matthew Dubetsky	Resolution
Ali Muhammad	Resolution
Nicholas Durso	Resolution
Bryan Conti	Resolution
Terry Davis	Resolution
Kevin Junjulas	Resolution
Gary Fredericks	Resolution



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_ OF 2018**

**RESOLUTION CONFIRMING THE APPOINTMENT OF JERRY LANDISI TO THE CITY OF BEACON BOARD  
OF ETHICS**

**BE IT RESOLVED**, that the City Council of the City of Beacon hereby confirms the appointment of JERRY LANDISI as a member of the BOARD OF ETHICS for a five-year term ending December 31, 2022.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> <input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> <input type="checkbox"/> Not on roll call.				<input type="checkbox"/> 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



CITY OF BEACON  
CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ OF 2018

**RESOLUTION CONFIRMING THE APPOINTMENT OF MATTHEW DUBETSKY TO THE CITY OF BEACON  
PARKING AND TRAFFIC SAFETY COMMITTEE**

**BE IT RESOLVED**, that the City Council of the City of Beacon hereby confirms the appointment of  
MATTHEW DUBETSKY as a member of the PARKING AND TRAFFIC SAFETY COMMITTEE.

Resolution No. _____ of 2018		Date: <u>2018</u>		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 3/4 Required			
<input type="checkbox"/> Not on roll call.							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



**CITY OF BEACON  
CITY COUNCIL**

**RESOLUTION NO. \_\_\_\_\_ OF 2018**

**RESOLUTION CONFIRMING THE APPOINTMENT OF ALI MUHAMMAD TO THE CITY OF BEACON  
HUMAN RELATIONS COMMITTEE**

**BE IT RESOLVED**, that the City Council of the City of Beacon hereby confirms the appointment of ALI MUHAMMAD as a member of the HUMAN RELATIONS COMMITTEE for a two-year term ending December 31, 2019.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> Not on roll call.				<input type="checkbox"/> 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



CITY OF BEACON  
CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ OF 2018

**Appointment of Nicholas Durso as Laborer in the Highway Department**

**Approve** appointment of Nicholas Durso as laborer in the City of Beacon Highway Department effective February 6, 2018.

Resolution No. _____ of 2018		Date: <u>2018</u>		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 3/4 Required			
<input type="checkbox"/> Not on roll call.							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



CITY OF BEACON  
CITY COUNCIL

Resolution No. \_\_\_\_\_ of 2018

**Appointment of Bryan Conti as Maintenance Helper in the Water and Sewer Department**

**Approve** appointment of Bryan Conti as Water and Sewer Maintenance Helper in  
the City of Beacon Water and Sewer Department effective February 13, 2018.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<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
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



CITY OF BEACON  
CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ OF 2018

**A RESOLUTION TO CONFIRM THE RATIFICATION OF STATUS CHANGE OF TERRY DAVIS OF MASE  
HOOK AND LADDER FIRE COMPANY**

**Be it resolved** that the Council of the City of Beacon hereby ratifies the status change of Terry Davis of the Mase Hook and Ladder Company to active status.

Resolution No. _____ of 2018		Date: <u>2018</u>		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 3/4 Required			
<input type="checkbox"/> Not on roll call.							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



**CITY OF BEACON  
CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2018

**RESOLUTION APPOINTING CHIEF OF POLICE ON A PROVISIONAL BASIS**

**WHEREAS**, Kevin Junjulas is currently employed in the position of Captain with the City of Beacon Police Department; and

**WHEREAS**, there is currently a vacancy for the position of Chief of Police of the City of Beacon Police Department and there is no appropriate Civil Service eligible list for this title; and

**WHEREAS**, Kevin Junjulas otherwise meets the qualifications for the position of Chief of Police; and

**WHEREAS**, the Mayor seeks to appoint Kevin Junjulas as Chief of Police of the City of Beacon Police Department on a provisional basis and to have the City Council approve the Terms & Conditions of Employment setting for the terms and conditions under which Kevin Junjulas will be employed as Chief of Police.

**BE IT RESOLVED THAT** the Mayor hereby appoints, with the consent of the City Council, Kevin Junjulas as Chief of Police of the City of Beacon Police Department on a provisional basis, effective February 5, 2018, subject to and contingent upon compliance with certain Terms & Conditions of Employment.

**BE IT FURTHER RESOLVED THAT** the City Council hereby approves the Terms & Conditions of Employment for Kevin Junjulas dated February \_\_, 2018, setting forth the terms and conditions of employment under which Kevin Junjulas will serve as Chief of Police.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> Amendments		<input type="checkbox"/> 2/3 Required					
<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
		Terry Nelson					
		Jodi McCrede					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



**CITY OF BEACON  
CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2018

**RESOLUTION APPOINTING POLICE CAPTAIN ON A PROVISIONAL BASIS**

**WHEREAS**, Gary Fredericks is currently employed in the position of Lieutenant with the City of Beacon Police Department; and

**WHEREAS**, there is currently a vacancy for the position of Captain with the City of Beacon Police Department and there is no appropriate Civil Service eligible list for this title; and

**WHEREAS**, Gary Fredericks otherwise meets the qualifications for the position of Captain; and

**WHEREAS**, the Mayor seeks to appoint Gary Fredericks as Captain with the City of Beacon Police Department on a provisional basis and to have the City Council approve the Terms & Conditions of Employment setting for the terms and conditions under which Gary Fredericks will be employed as Captain.

**BE IT RESOLVED THAT** the Mayor hereby appoints, with the consent of the City Council, Gary Fredericks as Captain of the City of Beacon Police Department on a provisional basis, effective February 5, 2018, subject to and contingent upon compliance with certain Terms & Conditions of Employment.

**BE IT FURTHER RESOLVED THAT** the City Council hereby approves the Terms & Conditions of Employment for Gary Fredericks dated February \_\_, 2018, setting forth the terms and conditions of employment under which Gary Fredericks will serve as Captain.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required	
<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
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		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Resolution granting waiver to provide affordable workforce housing**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution granting waiver_West_End_Lofts	Resolution
Kearney Ltr	Backup Material



**CITY OF BEACON**

**CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2018

**RESOLUTION GRANTING WAIVER TO PROVIDE AFFORDABLE WORKFORCE HOUSING  
DUE TO PROVIDING A GREATER NUMBER OF AFFORDABLE UNITS**

**WHEREAS**, the Kearney Group has received land use approvals for a project known as the West End Lofts which will provide 98 units of housing, of which 26 will be marketed as fair market rate housing and 72 will be marketed as varying degrees of affordable housing (the “Project”); and

**WHEREAS**, the City Zoning Ordinance requires that residential projects provide 10% of all units in a multifamily project greater than ten (10) units be affordable to individuals at or below 70% of Dutchess County’s Area Median Income (“AMI”) and comply with the City’s affordable workforce housing regulations; and

**WHEREAS**, if this Project were constructed entirely of 98 units of housing under the City’s Affordable Workforce Housing Code, ten (10) of those units would be required to be affordable workforce housing and the Kearney Group has agreed that fifty (50) of the units are below 70% of the Dutchess County AMI, all as detailed in the Kearney Group’s January 15, 2017 letter attached hereto; and

**WHEREAS**, Section 223-41.10(N) of the City Code provides that the City Council may modify or waive specific provisions of this Article if it finds the Project meets the primary purpose of Section 221-41.8 and the project will result in more below market rate (BMR) units than is required.

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Section 223-41.10(N) the City grants a waiver to the West End Lofts project such that it shall not be required to provide any affordable workforce housing units in accordance with Section 223-41.8 as the City Council finds that the West End Lofts project not only meets the primary purpose of the City’s Affordable Workforce Housing Code, but greatly exceeds it as the West End Lofts development has structured its rent so that fifty (50) of the ninety-eight (98) units are below 70% of Dutchess County AMI and therefore there will be an additional forty (40) units that will be affordable at or below 70% of the Dutchess County AMI than required under the City Code, greatly exceeding the intent of the City’s Affordable Workforce Housing Code.

**RESOLUTION GRANTING WAIVER TO PROVIDE AFFORDABLE WORKFORCE HOUSING  
DUE TO PROVIDING A GREATER NUMBER OF AFFORDABLE UNITS**

Resolution No. _____ of 2018		Date: <u>2018</u>					
<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
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



34 Clayton Boulevard, Suite A  
Baldwin Place, New York 10505  
Telephone: 845.306.7705  
Fax: 845.306.7707

---

February 1, 2017

Mr. Anthony Ruggiero, City Manager  
City of Beacon  
1 Municipal Plaza  
Beacon, NY 12508

Dear Mr. Ruggiero,

I'm writing to respectfully request that our development West End Lofts be granted a waiver from the Common Council in regards to Article 223-41.8. This provision in your code indicates that 10% of all units in an apartment complex greater than 10 units must be affordable to those at or below 70% of Dutchess County's Area Median Income ("AMI").

The West End Lofts development has structured it's rents so that 51% of the units are below 70% of Dutchess County's AMI. The remaining units in West End Lofts are affordable to households between 73% and 95% of Dutchess County's AMI. Below is a breakdown of the number units at West End Lofts and the affordability limits.

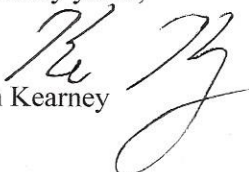
Six (6) units at or below 50% of AMI;  
Forty-Four (44) Units at or below 60% of AMI;  
Three (3) units at or below 73% of AMI;  
Nine (9) units at or below 92% AMI;  
Ten (10) units at or below 97% AMI.

These rents will be restricted for a period of fifty (50) years and there will be Regulatory Agreement filed at the Dutchess County Clerk's office to memorialize this regulation.

Building three, the market rate building, will not contain a regulatory agreement or restriction on the rents.

Please contact me if you have any questions.

Sincerely yours,

  
Ken Kearney

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Fire Station Change Orders**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution change order fire station	Resolution
Change Order Fire Station	Backup Material



CITY OF BEACON  
CITY COUNCIL

Resolution No. \_\_\_\_\_ of 2018

**RESOLUTION AUTHORIZING SETTLEMENT WITH CORNERSTONE RESTORATION  
FOR CERTAIN REPAIRS TO THE CITY OF BEACON FIRE STATIONS**

**WHEREAS**, on September 27, 2016, Cornerstone Restoration entered into a contract with the City wherein Cornerstone would provide labor, materials and other services in connection with certain maintenance and repairs to be performed at existing firehouses within the City of Beacon; and

**WHEREAS**, a dispute has developed between Cornerstone and the City pertaining to Cornerstone's performance under the contract and the City's payment to Cornerstone and amounts due under the contract; and

**WHEREAS**, Cornerstone and the City have reached a resolution pursuant to the terms of the Settlement Agreement annexed hereto.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Beacon hereby authorizes the City Administrator to enter into the Settlement Agreement with Cornerstone Restoration attached hereto and authorize the payment to Cornerstone of \$16,000.00 in full satisfaction of all outstanding obligations for payment.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> Not on roll call.				<input type="checkbox"/> 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



## AIA DOCUMENT G702 (facimile)

CONTRACTOR

	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>
	<input type="checkbox"/>
R	<input checked="" type="checkbox"/>

GCC CHANGE ORDER #:	1
DATE:	12/14/2017
ARCHITECTS PROJECT #:	N.A.
CONTRACT DATE:	9/27/2016
CONTRACT FOR:	GCC
ORIGINAL COMPLETION DATE:	11/27/2016

**The Contract is Changed As Follows:**

QUANTITY	ITEM	UNIT COST	TOTAL
1	Contract Sum Fee Reduction per Parties Agreement	\$ (15,100.14)	\$ (15,100.14)
		\$ -	\$ -
		\$ -	\$ -
		Subtotal	\$ (15,100.14)
		Markup	\$ -
		Total	\$ (15,100.14)

[illegible]

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was .....	\$	141,711.30
Net change by previously approved Change Orders .....	\$	-
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was .....	\$	141,711.30
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) (decreased) ( <del>unchanged</del> ) by this Change Order in the amount of .....	\$	(15,100.14)
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be .....	\$	126,611.16
The Contract Time will be (increased) (decreased) (unchanged) by ..... 0		N/A
The date of Substantial Completion as of the date of this Change Order therefore is .....		N/A

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: [Signature]  
Date: 12/14/17

By: [Signature]  
Date: 12-28-2017

By: \_\_\_\_\_

Date: \_\_\_\_\_

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) made as of the \_\_28\_\_ day of December 2017 between Cornerstone Restoration (Cornerstone), having offices at 73 Market Street, Yonkers, New York 10710 and the City of Beacon (the City), having offices at One Municipal Plaza, Beacon, New York 12508.

WHEREAS, on or about September 27, 2016, Cornerstone entered into a contract with the City wherein Cornerstone would provide labor, materials and other services in connection with the exterior painting, general construction and structural repairs, roof repairs and EIFS repairs at existing firehouses within the City of Beacon (to wit: Beacon Engine Station One, Mase Hook and Ladder and Lewis Tompkins Hose Station Two) for a total contract sum of One Hundred Forty-One Thousand Seven Hundred Eleven and 30/100 (\$141,711.30) Dollars (the "Contract");

WHEREAS, a dispute has developed between Cornerstone and the City pertaining to Cornerstone's performance under the Contract and the City's payment to Cornerstone of amounts due under the Contract;

WHEREAS, Cornerstone and the City are desirous of settling and resolving their respective disputes and claims as set forth herein;

NOW, Cornerstone and the City, with the intent to be bound, agree as follows.

1. The City hereby terminates the Contract for convenience.
2. Notwithstanding any applications for payment, change order requests or claims of any name or nature which may or could have been submitted to the City by Cornerstone, the City agrees to pay and Cornerstone agrees to accept the sum of

\$16,000.00, in full satisfaction of all outstanding applications for payment, requisitions, change orders or claims, by whatever name known, which have been or could have been filed by Cornerstone with respect to the Contract. Said payment, when fully paid, shall constitute Final Payment to be paid to Cornerstone pursuant to the Contract.

3. Cornerstone shall, upon receipt and full execution of the Change Order Document, return three (3) original copies reducing the net sum for the Contract by \$15,100.14 which acceptance shall not be unreasonably withheld. Cornerstone shall further, upon receipt and full execution of this Agreement, return three (3) original copies. which acceptance shall not be unreasonably withheld showing a balance due Cornerstone of \$16,000.00.

4. Provided no liens are filed against the City with respect to the Contract, the City shall process the requisition(s) referenced in Paragraph 3 within twenty (20) days of the latter of (a) its receipt of the final requisition(s) referenced in Paragraph 3; (b) its receipt of the change orders referenced in Paragraph 3; (c) approval of this Agreement by the City Council; and (d) full execution of this Agreement.

5. Cornerstone represents and warrants that all subcontractors and materialmen that performed work pursuant to the Contract have been paid or will be paid from the proceeds of this Agreement.

6. This Agreement represents the full agreement and understanding of the parties and all prior agreements, understandings and representations, both oral and written, are merged herein.

7. Cornerstone for itself, its predecessors, successors, officers, directors, principals, employees, agents, heirs, trustees, legal representatives and assigns hereby forever releases and discharges the City, its elected officials, officers, directors, principals, employees, agents, administrators, trustees, legal representatives and assigns from any and all claims, demands, causes of action and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise), whether known or unknown, by reason of any act, omission, transaction or occurrence that Cornerstone ever had, now has or hereafter can, shall or may have against the City, for, upon or by reason of any act, omission, transaction or occurrence arising out of or in any way connected with the Contract.

8. It is specifically understood and agreed that this Settlement Agreement is a compromise of disputed claims and is not, and shall in no way be construed as, an admission of liability or wrongdoing by either party.

9. Cornerstone represents and warrants that neither it nor any affiliate, principal, officer, agent or legal representative of it has commenced any action or proceeding or asserted any claim in any court or before any administrative agency (whether public, quasi-public or private) against the City. Cornerstone further represents and warrants that neither it nor any affiliate, principal, officer, agent or legal representative of it will commence any action or proceeding or assert any claim in any court or before any administrative agency (whether public, quasi-public or private) against the City in connection with the Contract.

10. It is the express intention of the parties that this Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New York, without regard to conflict of law or choice of law rules. Any action to enforce this Agreement shall be brought in the Supreme Court of the State of New York, County of Dutchess. The parties hereby consent to such jurisdiction and specifically to the personal jurisdiction of the referenced court over each party and waive any objection they now or may hereafter have to such jurisdiction and venue.

11. Should any provisions of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the Agreement, it being agreed that all parties have participated in the preparation of all provisions of this Agreement.

12. The parties further stipulate and agree that this Agreement may be executed in counterparts and by facsimile or email which signatures shall be given the same effect as original signatures by the parties.

CORNERSTONE RESTORATION

By:   
Matthew Riaz, Chief Operating Officer

CITY OF BEACON

By: \_\_\_\_\_  
Anthony J. Ruggiero, City Administrator

Attachment:

- Attachment A – Change Order #1

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Resolution Authorizing Entering Into Subordination Agreement 6 State**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description

Resolution\_6\_State\_St

6 State Street

Type

Resolution

Backup Material



CITY OF BEACON  
CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_ OF 2018

**RESOLUTION AUTHORIZING ENTERING INTO  
SUBORDINATION AGREEMENT CONCERNING  
6 STATE STREET**

**WHEREAS**, on February 16, 2017, the City of Beacon conveyed real property it acquired through the In Rem foreclosure process located at 6 State Street to Barry Sewing and at that time it was understood Mr. Sewing may be conveying the property at a later date to his daughter; and

**WHEREAS**, pursuant to the terms and conditions attached to the Deed for the property, the City Administrator has approved conveyance of the property from Barry Sewing to his daughter Britney Sewing and her husband Max DeFrancisco; and

**WHEREAS**, Ms. Sewing and Mr. DeFrancisco are entering into financing in connection with their acquisition of the property and the Lender has indicated it will not make said loan unless the City's right of reversion contained in the Deed is subordinated to the Lender's mortgage; and

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Beacon hereby authorizes the City Administrator, subject to the approval of the City Attorney, to sign a Subordination Agreement with Ms. Sewing and Mr. DeFrancisco's Lender such that the City's rights under its Restrictive Covenant contained in the Conveyance Deed are subordinate to the rights of the Lender, but that Ms. Sewing and Mr. DeFrancisco are obligated to comply with all such conditions..

Resolution No. _____ of 2018		Date: <u>2018</u>		<input type="checkbox"/> 2/3 Required <input type="checkbox"/> 3/4 Required			
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call					
<input type="checkbox"/> Not on roll call.							
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							

**MEMORANDUM**

**TO:** City of Beacon City Council  
**FROM:** Nicholas M. Ward-Willis  
**RE:** 6 State Street  
**DATE:** January 22, 2018

---

In 2016 the City of Beacon acquired title to the single family home located at 6 State Street. The City listed it for sale on a multiple listing service with a real estate broker and received and approved an offer to convey the house to Barry Sewing. The house was conveyed on February 14, 2017 along with the City's standard terms and conditions including the unit remain owner occupied for five years. At the time the property was sold it was understood that Mr. Sewing was purchasing it for his daughter and he may later on request title be transferred from him to his daughter.

As per the attached letter Mr. Sewing has now made that request to the City Administrator (as authorized under the terms and conditions of the Contract approved by the City Council to approve the property being conveyed to "an approved transferee" which Mr. Sewing's daughter and her husband are). Thus, no action is required by the City Council with respect to transferring the property from Mr. Sewing to his daughter. However, Mr. Supple's attached letter indicates that Ms. Sewing and her husband will be obtaining a loan and the lender is requesting the City's right of reversion be subordinated to the lender's mortgage. In essence, the lender wants guarantee that should it foreclose on the mortgage and take title to the property, and sell it, that the purchaser will not be subject to the City's requirement the unit be owner occupied. The City has previously granted requests to subordinate its rights of reversions on prior properties in recognition that a commercial lender will not lend on properties where its mortgage rights could be subverted by the City's right of reversion.

Accordingly, this matter is on for the City Council's workshop agenda for discussion. Please let me know should you have any questions.

## **SUBORDINATION AGREEMENT**

AGREEMENT, made the \_\_\_\_\_ day of January, 2018 between The City of Beacon with an address of One Municipal Plaza, Beacon, New York 12508, hereinafter designated as ("The City") and PrimeLending, A PlainsCapital Company, with an address of 18111 Preston Road, Suite 900, Dallas, Texas 75252, hereinafter designated as ("Prime"):

WHEREAS, The City now is the beneficiary of restrictive covenants as reserved in the following deed: Anthony Reggiero, City Administrator of the City of Beacon to Barry Sewing dated February 14, 2017 and recorded in the Dutchess County Clerk's Office in Document No. 02-2017-1259 on February 16, 2017.

WHEREAS, Brittany Sewing and Max DeFrancisco, the Contract Vendees of the premises from Barry Sewing are about to purchase the premises and to execute and deliver a mortgage for the sum of \$150,000.00 and interest, and covering premises located at 6 State Street, Beacon, New York 12508, County of Dutchess, State of New York, and more fully described in Schedule A hereto; and

WHEREAS, Prime has refused to accept the mortgage unless the restrictive covenants held by The City be subordinated in the manner hereinafter mentioned

WHEREAS, The City is willing to subordinate the restrictive covenants to the provisions of the mortgage in order to facilitate execution of the mortgage;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby The City agrees as follows:

1. The City's rights, interests, claims and remedies under the restrictive covenants subordinate to the rights of the mortgage holder to enforce the terms of the mortgage with the same force and effect as if the mortgage had been executed and recorded prior to the execution and recording of the deed reserving the restrictive covenants.
2. The City agrees that in the event of a foreclosure of the Mortgage or a transfer in lieu of foreclosure of any portion of the property, the purchaser at any such foreclosure or the transferee under any deed in lieu of foreclosure shall take title to the property free from such restrictive covenants,
3. This Agreement shall be binding upon and inure to the benefit of Prime and their successors and assigns until said Mortgage is paid off or satisfied or until such restrictive covenants have expired.
4. This Agreement may not be amended or modified except by an instrument in writing agreed to by Prime and The City.



**BRITTANY SEWING & MAX DeFRANCISCO**

**6 State Street  
Beacon, New York 12508**

January 15, 2018

Re: 6 State Street, Beacon, New York

To Whom it May Concern:


This will serve to advise that my father, Barry Sewing purchased the above-noted property on our behalf to help us renovate same. Now that the house has been renovated we would like to be able to repay my father, Barry Sewing. In order to accomplish that the Bank requires the property to be transferred into our name to obtain financing.

I was born and raised in Beacon and would love to have the opportunity to do the same for our daughter. We already occupy the premises and plan to so as our residence for a long time to come. I am a stay at home mom and my husband works locally as Customer Service Parts Representative for Orange County BMW.

As always, should you have any questions or require anything additional please contact me.

Very truly yours,

  
BRITTANY SEWING

  
MAX DeFRANCISCO

5102.45  
RW VI  
#37

## LYONS & SUPPLE

Counselors at Law  
5 Cliff Street  
P.O. Box 227  
Beacon, New York 12508-0227

(845) 831-1234  
Fax (845) 831-2268

John L. Supple  
Gregory D. Supple \*  
Paul B. Supple

\*NY & CAL BAR  
James J. Lyons, Retired

Wappingers Falls Office  
92 E. Main St., P.O. Box 46  
Wappingers Falls, N.Y. 12590-0046  
(845) 297-0600  
(845) 297-8877

( ) Wappingers  
Please reply to: (x) Beacon

January 9, 2018

Nicholas Ward-Willis, Esq.  
Keane & Beane, P.C.  
445 Hamilton Avenue  
Suite 1500  
White Plains, NY 10601

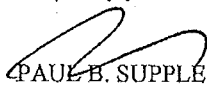
RE: Barry Sewing from City of Beacon  
Property: 6 State Street, Beacon, NY 12508

Dear Mr. Ward-Willis:

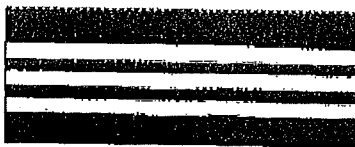
Enclosed herewith please find a copy of the Deed to Barry Sewing in regard to the above-noted transaction. Per our discussion Barry Sewing purchased the above-noted property for his daughter and son-in-law. Brittany and her husband are trying to obtain financing from PrimeLending for \$150,000.00. I am enclosing a copy of paragraph 8 of Schedule B - Terms and Conditions Sale which discloses a restriction on transfers. We believe that Brittany is an "Approved Transferee" under such conditions. We therefore ask permission to convey the property to Brittany and her husband, Max DeFrancisco. To enable Brittany and her husband to obtain financing we need an approval for the transfer as well as a Subordination City Restrictions to PrimeLending.

As always, should you have any questions or require anything additional please do not hesitate to contact this office.

Very truly yours,

  
PAUL B. SUPPLE  
PBS:fin  
Enc.

Via email



## Dutchess County Clerk Recording Page

Record & Return To:

LYONS & SUPPLE  
5 CLIFF ST

BEACON, NY 12508

Date Recorded: 2/16/2017  
Time Recorded: 3:34 PM

Document #: 02 2017 1259

Received From: RG AGENCY

Grantor: BEACON CITY  
Grantee: SEWING BARRY

Recorded In: Deed  
Instrument Type:

Tax District: City of Beacon

### Examined and Charged As Follows :

Recording Charge: \$205.00  
Transfer Tax Amount: \$260.00  
Includes Mansion Tax: \$0.00  
Transfer Tax Number: 4724

Number of Pages: 7

\*\*\* Do Not Detach This Page  
\*\*\* This is Not A Bill

Red Hook Transfer Tax:

RP5217: Y  
TP-584: Y

County Clerk By: cca  
Receipt #: 5638  
Batch Record: 33

Bradford Kendall  
County Clerk



0220171259

QUITCLAIM DEED

(INDIVIDUAL OR CORPORATION)  
FORM 8009

ckb 75-  
130  
200  
405

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY  
ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 14<sup>th</sup> day of February, 2017

between

ANTHONY RUGGIERO, City Administrator of the City of Beacon, a Municipal  
Corporation, having its offices at One Municipal Plaza, Suite One, Beacon, New York 12508 ✓

party of the first part, and

Barry Sewing  
~~BRITANNY SEWING and MAX DEFRANCISCO~~; residing at 44 Talbot Avenue, Beacon, New  
York 12508 ✓

party of the second part,

*WITNESSETH*, that the party of the first part, in consideration of Ten dollars (10.00), lawful  
money of the United States, paid by the party of the second part, does hereby remise, release and  
quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second  
part forever,

*ALL* that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, ✓  
situate, lying and being in the City of Beacon, County of Dutchess and State of New York, more  
particularly described in Schedule "A" attached hereto.

*SUBJECT* to Terms and Conditions of Sale annexed hereto as Schedule "B" and made a part  
hereof.

*TOGETHER* with all right, title and interest, if any, of the party of the first part in and to any  
streets and roads abutting the above described premises to the center lines thereof,

*TOGETHER* with the appurtenances and all the estate and rights of the party of the first part in  
and to said premises, *TO HAVE AND TO HOLD* the premises herein granted unto the party of the  
second part, the heirs or successors and assigns of the party of the second part forever.

*AND* the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the  
party of the first part will receive the consideration for this conveyance and will hold the right to receive  
such consideration as a trust fund to be applied first for the purpose of paying the costs of the  
improvement and will apply the same first to the payment of the cost of the improvement before using  
any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so  
requires.

Title No. RGD 21193

**Schedule A**  
(description)

All that certain piece, plot or parcel of land situate lying and being in the CITY OF BEACON, COUNTY OF DUTCHESS, State of New York, known and designated as Lot No. 18 on the northeasterly side of State Street, as shown on a certain map entitled, "Map of Section C, Meconto Estate" made by W. R. Scofield, C.E., dated July 30, 1921 and filed in the Dutchess County Clerk's Office as Map No. 1221 bounded and described as follows:

BEGINNING at a point in the easterly line of State Street, said point being a capped iron rod found at the northwesterly corner of Lot No. 17, as shown on the said map;

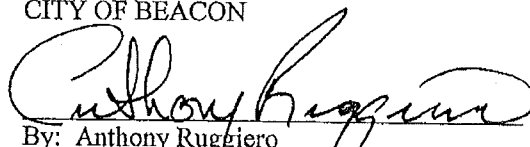
THENCE along the said easterly line of State Street North  $31^{\circ} 55' 00''$  West 40.00 feet to a point;

THENCE along the southerly and westerly lines of lands now or formerly CMP Acquisition Corp. (Liber 1939, cp 145) the following two courses: North  $57^{\circ} 40' 00''$  East 100.00 feet to a concrete monument found and South  $31^{\circ} 55' 00''$  East 40.00 feet to a point;

THENCE along the northerly line of the said Lot No. 17 South  $57^{\circ} 40' 00''$  West 100.00 feet to the point or place of BEGINNING.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

CITY OF BEACON

  
By: Anthony Ruggiero  
Title: City Administrator

STATE OF NEW YORK

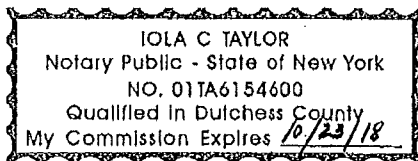
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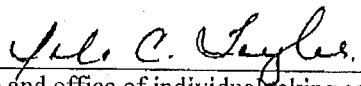
) ss.:

COUNTY OF DUTCHESS

)

On the 14<sup>th</sup> day of February, 2017, before me, the undersigned, personally appeared ANTHONY RUGGIERO 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/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



  
(signature and office of individual taking acknowledgment)

### Quitclaim Deed

Grid No: 6055-72-498198

#### Return By Mail To:

Paul B. Supple, Esq.  
Lyons & Supple  
5 Cliff Street  
Beacon, New York 12508

RECORDED AT REQUEST  
OF RG AGENCY  
PO BOX 431  
PEEKSKILL, NY 10566  
914-739-2700  
RETURN BY MAIL TO

RhD21193

## Schedule B – Terms and Conditions of Sale

### I. Condition of Property

1. All Property is sold in an "AS IS" condition and the Seller makes no representation, express or implied, as to the condition of the Property, warranty of title, or suitability for a particular use.
2. The Property is sold subject to: (1) any facts a survey or inspection of the Property would disclose; (2) applicable zoning/land use/building regulations/easements of record; (3) federal or state taxes, liens, and judgments which may not have been extinguished from land by foreclosure proceedings; (4) easements, covenants, conditions, and rights-of-way of record.
3. The Property will NOT be delivered at Closing "broom clean" and Seller shall have no obligation to remove any personal property present on the Property and Purchaser shall be responsible to remove any personal property or debris.
4. The Purchaser acknowledges that the second floor attic space in the Property was converted to unauthorized habitable space by a prior owner and agrees not to use the second floor attic as habitable space without first obtaining the proper authorization from the City of Beacon Building Department.
5. Except as specifically provided for in this Contract, the Seller makes no representation and gives no warranties as to the environmental conditions of the Property.
  - a. For the purposes of these conditions, "Environmental Laws" mean Federal, State and local laws and regulations, common law, orders, and permits governing the protection of the environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. as amended (CERCLA); the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901, et seq.; the Clean Water Act, 33 U.S.C. 1251, et seq.; the Clean Air Act, 42, U.S.C. 7401, et seq.; the Toxic Substance Control Act, 15 U.S.C. 300f through 300j; et seq. and any amendments thereto together with any other similar laws regulating the environment existing at the time or coming into existence in the future.
  - b. Purchaser acknowledges that it is taking the Property subject to all environmental conditions existing at the Property.
  - c. Purchaser agrees to indemnify, defend, and hold harmless the Seller from all liability for any claims relating to any contamination, or violations of any Environmental Laws, as defined above regardless of whether relating to conditions existing prior to or following Closing, including reasonable attorneys' fees.
  - d. The representatives and warranties contained in this Paragraph shall survive Closing.

## II. Post-Closing Obligations

6. Within 14 days of the Closing, the Property shall be secured and the Property shall comply with Sections 107.2, 302, 303 and 307 of the Property Maintenance Code of the State of New York and Chapter 92 of the City of Beacon Code
7. The Purchaser shall be responsible upon delivery of the Deed for securing all vacant property pending rehabilitation. The building(s) shall be boarded or otherwise secured to prevent unauthorized entry or use.
8. The City acquired the Property in an In Rem tax foreclosure proceeding and selected Purchaser on the basis of Purchaser's assurance that the Property would remain owner-occupied for no less than five (5) years and not leased. The City relied on this assurance which furthers the City's policy of maintaining a stabilized housing stock and promoting homeownership. Therefore, the Property is being sold upon the condition that the Property will be exclusively occupied by the Purchaser or an Approved Transferee (as hereinafter defined) within nine (9) months of the Closing and such exclusive occupancy shall continue for a period of five (5) years from the date of Closing (the "Exclusive Occupancy Period"). During the Exclusive Occupancy Period, the Property shall not be permitted to be sold or transferred except to an Approved Transferee and the Property, either in whole or in part, shall not be permitted to be leased. An "Approved Transferee" is an individual or individuals who have provided adequate assurances to the City Administrator that they intend to utilize the Property as an owner-occupied residence for such individual or individuals themselves and the City Administrator has granted its written approval designating such individual or individuals as Approved Transferees, such approval not to be unreasonably withheld. The deed shall contain language to this effect.
9. The Property shall be sold subject to these Post-Closing Obligations and compliance with those conditions within the timeframes, as outlined herein. These Post-Closing Obligations are covenants that shall run with the land and be binding to the fullest extent permitted by law and in equity. These Post-Closing Obligations shall inure to the Benefit of the City and shall be enforceable against Purchaser and its successors and assigns. If such specific conditions are not satisfied within the specified times outlined herein, the property shall revert to the City, free and clear of any and all claims, encumbrances or other liens. This possibility of reverter shall be set forth in the Deed and shall be binding upon any successor owner of the Property until such time as all conditions have been satisfied.
10. If Purchaser fails to comply with any of the conditions set forth in these Post-Closing Obligations, the City shall provide Purchaser a Notice of Failure to Comply with Conditions of Sale. Purchaser shall have thirty (30) days after receipt of such Notice to comply. If Purchaser has failed to correct the condition that is set forth in the Notice by the end of thirty (30) days or as such time as may be extended in writing by the City, the City Council and City of Beacon shall at its regularly scheduled meeting, adopt a Resolution declaring Purchaser to be in default. Purchaser agrees that upon receipt of a certified copy of the Resolution adopted by the City Council declaring Purchaser to be in default of these Conditions of Sale, Purchaser shall, within ten (10) days execute a deed conveying the property to the City at no cost. In the event Purchaser fails to execute the deed, the City shall have the right to commence an action in Supreme Court, Dutchess County compelling

Purchaser to execute the deed and convey the property to the City. Purchaser shall be responsible for all legal fees and expenses incurred by the City in preparing the Notice, Resolution and costs associated with any litigation. Once the conditions set forth in these Conditions of Sale have been fulfilled, Purchaser may request a waiver of reversionary interest from Seller and Purchaser shall pay Seller's attorneys \$500 for preparation of such waiver

### **III. Miscellaneous Matters**

11. Purchaser may order title from any title insurance company licensed in the State of New York but any encumbrance to which title is not to be subject shall not be an objection to title if RG Agency Title Insurance, having an address at P.O. Box 431, 1000 N. Division St., Peekskill, New York 10566, phone number (914) 739-2700, email: rgagency@optonline.net, (or such other title insurance company as Seller shall designate), is or would be willing, in a fee policy issue by it to Purchaser without any additional cost or expense to Purchaser, to insure Purchaser that it will not be collected out of the Property if it is a lien or will not be enforced against the Property if it is not a lien.
12. All sales shall be final and without recourse, and in no event shall the Seller be liable for any defects in title for any cause whatsoever. No claim, demand or suit of any nature shall exist in favor of the Purchaser, his/her heirs, successors or assigns, against the Seller arising from this sale. The acceptance of the Deed by Purchaser shall be deemed full performance and discharge of every agreement and obligation on the part of Seller to be performed, except those, if any, which are herein specifically stated to survive the delivery of the Deed
13. Purchaser is aware that the Seller acquired the subject Property pursuant to an In Rem tax foreclosure proceeding and it is the intent of the Seller to have the Property restored to the Tax Roll. In the event that the Property is not presently on the Assessment Roll and assessed real property taxes, Purchaser agrees to pay its proportionate share of city, county and school taxes at Closing in an amount equal to that which it would have been apportioned if the Property were on the City's Assessment Roll. If the Property is not listed on the Assessment Roll (or will not be listed when the Assessment Roll is next published), Purchaser shall make no objection to the Property being restored to the Assessment Roll and the Property being assessed omitted taxes, which shall be Purchaser's obligation to pay. In no event shall the Seller be responsible for the payment of any property taxes.

5. If (a) Escrow Agent shall have received a notice of objection as provided for in paragraph 4 within the time therein prescribed or (b) any other disagreement or dispute shall arise between the parties or any other persons resulting in adverse claims and demands being made for the Deposit, whether or not litigation has been instituted, then and in any such event, Escrow Agent shall refuse to comply with any claims or demands on it, and shall continue to hold the Deposit until Escrow Agent receives either (x) a written notice signed by both parties directing the disbursement of the Deposit, or (y) a final non-appealable order of a court of competent jurisdiction, entered in an action, suit or proceeding in which Seller and Purchaser are parties, directing the disbursement of the Deposit, in either of which events Escrow Agent shall then disburse the Deposit, in accordance with such direction. Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with any such claims and demands unless and until it has received such direction. Upon compliance with such direction, Escrow Agent shall be released of and from all liability hereunder.

6. Notwithstanding the foregoing, Escrow Agent shall have the following rights in the circumstances described in clause (a) or (b) of paragraph 5:

(a) If Escrow Agent shall have received a notice signed by either party advising that a litigation between the parties over entitlement to the Deposit has been commenced, Escrow Agent may, on notice to the parties, deposit the Deposit with the clerk of the court in which such litigation is pending; or

(b) Escrow Agent may, on notice to the parties, take such affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, but not limited to, the deposit of the Deposit with a court of competent jurisdiction and the commencement of an action for interpleader, the reasonable costs of which shall be borne by whichever of the parties is the losing party. Upon the taking by Escrow Agent of the action described in clause (a) or (b) of this paragraph 6, Escrow Agent shall be released of and from all liability hereunder.

7. Seller and Purchaser shall jointly and severally hold harmless and indemnify Escrow Agent from and against any and all costs, expenses and liabilities (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or incurred in connection with the performance of Escrow Agent's duties hereunder or any dispute arising under this Agreement, except for Escrow Agent's gross negligence or willful misconduct, and except that, as between Seller and Purchaser, the loser of any dispute over entitlement to the Deposit shall bear the costs and expenses of Escrow Agent in connection therewith. With respect to the foregoing indemnity, reasonable attorneys' fees shall include, but not be limited to, the fair value of legal services, if any, rendered by Escrow Agent to itself. Escrow Agent is acting hereunder as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it or for any notice or demand given to it or for the form of execution of such instrument, notice or demand, or for the identification, authority or rights of any person executing, depositing or giving the same or for the terms and conditions of any instrument, pursuant to which the parties may act.

8. Escrow Agent shall not have any duties or responsibilities, except those set forth in this Exhibit and shall not incur any liability (a) in acting upon any signature, notice, demand, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine and Escrow Agent may assume that any person purporting to give it any notice on behalf of

any party in accordance with the provisions hereof has been duly authorized to do so, or (b) in otherwise acting or failing to act under this Exhibit except in the case of Escrow Agent's gross negligence or willful misconduct. Escrow Agent shall not be responsible for any interest on the Deposit except as is actually earned, or for the loss of any interest resulting from the withdrawal of the Deposit prior to the date interest is posted thereon or for any loss caused by the failure, suspension, bankruptcy or dissolution of the institution in which the Deposit is deposited.

9. Seller and Purchaser acknowledge that Escrow Agent is acting solely as stakeholder at the request of Seller and Purchaser and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties, except for its gross negligence or willful misconduct.

10. Purchaser acknowledges and agrees that Escrow Agent may represent Seller in the transaction contemplated by this Agreement and in any dispute arising hereunder.

11. Escrow Agent may act or refrain from acting in respect of any matter referred to in this Exhibit in full reliance upon, and with the advice of, counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

12. Escrow Agent may resign upon ten (10) days written notice to Seller and Purchaser for any reason or no reason at all. Upon such event, if Seller and Purchaser do not jointly approve of and appoint a successor to Escrow Agent within such ten (10) day period by delivering notice thereof to Escrow Agent, Escrow Agent may petition a court of competent jurisdiction to name a successor. Upon joint approval and appointment of a successor to Escrow Agent by Seller and Purchaser, Escrow Agent shall promptly deliver the Deposit to such successor.

13. The provisions of this Exhibit shall survive the termination of this Agreement.

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Fire Union Contract Ratification**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution Fire Contract	Resolution
MOU Fire Union	Backup Material



**CITY OF BEACON  
CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2018

**RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT BETWEEN THE IAFF AND THE CITY OF  
BEACON**

**WHEREAS**, negotiations have been ongoing between the Bargaining Team for the City of Beacon (the “City”) and the Bargaining Team for the Beacon Permanent Firefighters Association, Inc., Local 3490, International Association of Firefighter’s AFL-CIO (the “IAFF”) for a successor to the January 1, 2014–December 31, 2017 Agreement between the parties; and

**WHEREAS**, those negotiations have resulted in a tentative agreement contained in a Memorandum of Agreement dated February \_\_, 2018, which has been ratified by the membership of the IAFF; and

**WHEREAS**, the City Council of the City of Beacon has reviewed the terms of the Memorandum of Agreement and finds that a settlement consistent with the terms contained therein is in the best interest of the City;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby approves and ratifies the terms of the aforementioned Memorandum of Agreement and hereby authorizes the Mayor or the City Administrator to execute a Collective Bargaining Agreement consistent with the terms thereof.

Resolution No. _____ of 2018		Date: <u>2018</u>					
<input type="checkbox"/> Amendments		<input type="checkbox"/> On roll call		<input type="checkbox"/> 2/3 Required			
<input type="checkbox"/> Not on roll call.				<input type="checkbox"/> 3/4 Required			
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy Casale					
<b>Motion Carried</b>							



**CITY OF BEACON  
CITY COUNCIL**

## MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the negotiating team for the City of Beacon (the "City") and the Beacon Permanent Firefighters Association, Inc., Local 3490 International Association of Firefighters (the "IAFF") that, subject to ratification by the City Council of the City of Beacon, and the membership of the IAFF, the following shall constitute the successor to the terms and conditions of the January 1, 2014 – December 31, 2017 agreement between the parties (the "Agreement").

- Term of Agreement

January 1, 2018 to December 31, 2019.

- Article IV, Salaries

Section 1

Add 2.50% to each employee's base salary retroactive to January 1, 2018.

Add 2.50% to each employee's base salary effective January 1, 2019.

The salary schedule shall follow the same configuration as set forth in Article IV of the 2014-2017 Agreement.

Salary increases shall go into effect within thirty (30) days after the Union executes the January 1, 2018 through December 31, 2019 Collective Bargaining Agreement and delivers it to the City Administrator.

Retroactive increase payments shall be made within thirty (30) days after the Union executes the January 1, 2018 through December 31, 2019 Collective Bargaining Agreement and delivers it to the City Administrator.


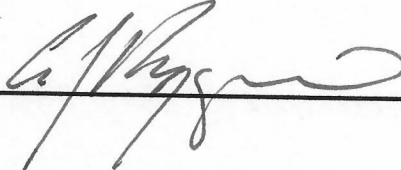
Section 8 (new section)

All employees are required to receive their salary, and all other payments due under the CBA, via direct deposit.

EMP

All other terms of the 2014-2017 Agreement not expressly modified above shall remain unchanged in the new Agreement.

Dated: February 1, 2018

For the IAFF Negotiating Team	For the City Negotiating Team
Eric Jensen President L3440 	 City Administrator

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Budget Amendments**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Budget Amendments	Backup Material

Council Budget Amendments  
February 5, 2018 Meeting

1. Amend the 2017 General Law Budget to account for November 2017 legal bills. Below is the proposed budget amendment:

**Transfer to:**

A 1420-450442-	PBA/POLICE UNION MATTERS	\$ 10,574
A 1420-450454-	EMPLOYEE DISCIPLINE	<u>7,313</u>
		<u>\$ 17,887</u>

**Transfer from:**

A 1990-400001-	CONTINGENCY FUND	<u>\$ 17,887</u>
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2. Amend the 2017 Police Budget to the payout of unused accumulated time to the former Police Chief. Below is the proposed budget amendment:

**Transfer to:**

A 3120-190000-	SEVERANCE/RETIREMENT PAY	<u>\$ 19,046</u>
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**Transfer from:**

A 3120-101000-	REGULAR SALARIES	<u>\$ 19,046</u>
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3. Amend the 2018 General Highway Budget to cover the cost of 5 Beacon Gateway signs. Below is the proposed budget amendment:

**Transfer to:**

A -05-5110-417900-	SIGNS AND POSTS	<u>\$ 16,058</u>
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**Transfer from:**

A -01-1990-400001-	CONTINGENCY FUND	<u>\$ 16,058</u>
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Respectfully submitted,  
Susan K. Tucker CPA

**City of Beacon Council Agenda**  
**2/5/2018**

**Title:**

**Minutes from January 16, 2018**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Minutes_January_16_2018	Minutes

**Regular Meeting**

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on January 16, 2018 at 7:00 PM. Please note that the video recording of this meeting is available at [www.cityofbeacon.org](http://www.cityofbeacon.org).

**Council Members Present:**

Lee Kyriacou, At Large  
George Mansfield, At Large  
Terry Nelson, Ward One  
John Rembert, Ward Two  
Jodi McCredo, Ward Three  
Randy Casale, Mayor

**Also Present:**

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

**Council Members Absent/Excused:**

Amber Grant, Ward Four

*A moment of silence was observed for those who serve and have served in the United States military.*

**First Opportunity for Public Comments:** Each speaker may have one opportunity to speak up to three minutes on any subject matter other than those, which are the topic of a public hearing tonight.

**Speakers:**

Arthur Camins  
Theresa Kraft

**Council Member Reports:**

**Amber Grant:** Absent

**John Rembert:** No report.

**Lee Kyriacou:** No report.

**George Mansfield:** No report.

**Jodi McCredo:** No report.

**Terry Nelson:** Announced Beacon Open Studio's fundraiser – visit [www.Beaconarts.org](http://www.Beaconarts.org) for more information.

**Anthony Ruggiero:** Announced that the fence was removed from the Hiddenbrook property and 2 trees are being removed. Shared update from Water Superintendent – gains in all three reservoirs.

**Mayor Randy Casale:** Attended celebration of Martin Luther King, Jr – thanked the organizers and the kids who participated in the essay contest.

**Public Hearings:****1. Proposed Local Law to permit food trucks in the Linkage District by special permit****Speakers:**

Theresa Kraft

- > **Motion to close the public hearing:** Moved by Councilperson Nelson, seconded by Councilperson Kyriacou. Motion carried.

**2. Proposed Local Law to Amend Chapter 223 of the Code of the City of Beacon concerning Medical Services Accessory Structures****Speakers:**

Theresa Kraft

- > **Motion to close the public hearing:** Moved by Councilperson Rembert, seconded by Councilperson Mansfield. Motion carried.

**3. Proposed Local Law to amend Chapter 199 to add Article XII, concerning the tax assessment of converted condominium units within the City of Beacon****Speakers:**

Arthur Camins

Rodney Weber

Lisa Alvarez

Theresa Kraft

Lisa Marie Martinez

- > **Motion to close the public hearing:** Moved by Councilperson McCredo, seconded by Councilperson Kyriacou. Motion carried.

**4. Proposed Local Law to Amend Chapter 223 of the Code of the City of Beacon concerning the Central Main Street District (CMS); Amendments to the City of Beacon Comprehensive Plan update involving changes to the Central Main Street (CMS), Central Business (CB), Off-Street Parking (PB), R1-5, RD-4, Local Business (LB), General Business (GB), Light Industrial (LI) and Waterfront Park (WP); and Proposed Local Law to amend the Zoning Map of the City of Beacon****Speakers:**

Dan Aymar-Blair

- > **Motion to adjourn the public hearing until March 19th:** Moved by Councilperson Kyriacou, seconded by Councilperson McCredo. Motion carried.

**Resolutions, Ordinances and Local Laws:**

- 1. Resolution to adopt Local Law to Permit Food Trucks in the Linkage District by Special Permit**
  - > Motion by Councilmember Mansfield, second by Councilmember Nelson
    - \* 6-0, motion carried
- 2. Resolution to Amend Chapter 223 of the Code of the City of Beacon concerning Medical Accessory Structures**
  - > Motion by Councilmember Mansfield, second by Councilmember Rembert
    - \* 6-0, motion carried.
- 3. Resolution to Amend Chapter 199 and add Article XII concerning the tax assessment of converted condominium units within the City of Beacon**
  - \* Tabled
- 4. Resolution to schedule a public hearing for February 5, 2018 to receive public comment on a proposed local law to add Chapter 202 to the Code of the City of Beacon and amend Chapter 204 of the Code of the City of Beacon, concerning Tree Preservation and Tree Removal Services**
  - > Motion by Councilmember McCredo second by Councilmember Nelson
    - \* 6-0, motion carried
- 5. Resolution to schedule a public hearing for February 20, 2018 to receive public comment on a proposed local law to amend Chapter 223 of the Code of the City of Beacon concerning the Fishkill Creek Development District (FCDD)**
  - > Motion by Councilmember Rembert second by Councilmember McCredo
    - \* All in favor, motion carried
- 6. Resolution to schedule a public hearing for February 20, 2018 to receive public comment on a proposed local law to amend Chapter 223, Section 61.3 of the Code of the City of Beacon concerning Public Notice Signs**
  - > Motion by Councilmember Nelson, second by Councilmember Rembert
    - \* All in favor, motion carried
- 7. Resolution appointing George Mansfield as Mayor's Designee for Acting Mayor**
  - > Motion by Councilmember McCredo, second by Councilmember Kyriacou
    - \* 6-0, motion carried
- 8. Resolution to appoint Ben Schulman and Nicole Wooten to the Conservation Advisory Committee**
  - > Motion by Councilmember Rembert, second by Councilmember Mansfield
    - \* 6-0, motion carried
- 9. Resolution granting extension of time to complete a house at Roseneth Estates LLC**
  - > Motion by Councilmember Nelson, second by Councilmember McCredo
    - \* All in favor, motion carried
- 10. Resolution adopting a grievance procedure under the Americans with Disabilities Act**
  - > Motion by Councilmember Nelson, second by Councilmember Rembert

\* 6-0, motion carried

**11. Resolution for the Sale of Real Property**

> Motion by Councilmember Mansfield, second by Councilmember Nelson

\* 6-1, motion carried

**Approval of Minutes**

Minutes from January 2, 2018

> Motion by Councilmember Mansfield, second by Councilmember Mansfield

**Second Opportunity for Public Comments:** Each speaker may have one opportunity to speak for up to three minutes on any subject matter on which the Council can take action.

**Speakers:**

Julie Shiroishi

**Adjournment:**

> Motion by Councilmember McCredo, second by Councilmember Rembert

\* All in favor, motion carried

There is no meeting January 22, 2018.

Next Workshop: January 29, 2018 at 7:00 PM

Next Meeting: February 5, 2018 at 7:00 PM