



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

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

May 4, 2020
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.

- a. Notice of Change in Public Meeting Location

Public Hearings:

- Continuation of a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211, Article II, Section 10, and Chapter 211, Article III, Section 15 of the Code of the City of Beacon Regarding Parking and Stop Signs on Roundtree Court
- Continuation of a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street District

Reports:

- Council Member Terry Nelson
- Council Member Air Rhodes
- Council Member George Mansfield
- Council Member Jodi M. McCredo
- Council Member Amber J. Grant
- Council Member Dan Aymar-Blair
- City Administrator, Anthony Ruggiero
- County Legislators
- Mayor Lee Kyriacou

Local Laws and Resolutions - Consent Agenda:

1. Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapters 223 and 210 of the Code of the City of Beacon Regarding Zoning and a Proposed Local Law to Amend the Zoning Map of the City of Beacon for May 18, 2020
2. Resolution Accepting Dedication of Easement of Utility Infrastructure In and Over Fairways Lane
3. Resolution Accepting Dedication of Utility Infrastructure in Riding Ridge Trail
4. Resolution Accepting Dedication of Water Infrastructure in Rombout Avenue
5. Resolution Rejecting Dedication of a Sewer Easement to Serve Lot 32 (Firehouse Lot)
6. Resolution Authorizing an Amendment to the Pedestrian Walkway Easement and Maintenance Agreement Regarding the "West End Lofts" Project
7. Resolution Accepting Offer of Dedication of Lighting System For a Public Walkway at "The View"
8. Resolution Authorizing Execution of Amendment to Contract of Sale for 23-28 Creek Drive
9. Resolution Confirming the Appointment of Phillip Greenblatt to the Board of Ethics

Local Laws and Resolutions:

1. Resolution Adopting a Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street District
2. Resolution Adopting a Proposed Local Law to Amend Chapter 223, Section 61.3 of the Code of the City of Beacon Regarding Noticing Public Hearings
3. Resolution Adopting a Proposed Local Law to Amend Chapter 211, Article II, Sections 10 and 12 and Article III Section 15 of the Code of the City of Beacon Regarding Vehicles and Traffic
4. Resolution Authorizing Agreement for Chief Wastewater Treatment Plant Operator Services
5. Resolution Permitting the Farmer's Market to Operate on Veteran's Place

Approval of Minutes:

- Approval of City Council Meeting Minutes from April 6, 2020

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.

Executive Session:

1. Personnel

Adjournment:**Upcoming Agenda Items:**

City of Beacon Council Agenda
5/4/2020

Title:

Notice of Change in Public Meeting Location

Subject:

Background:

ATTACHMENTS:

Description

Notice of Change in Public Meeting Location

Type

Cover Memo/Letter



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting and comment during regular City Council meetings (i.e for public hearings and during designated public comment periods). To access the meeting, visit [https://us02web.zoom.us/j/85088777760?](https://us02web.zoom.us/j/85088777760?pwd=YWl3Q0wzczhML084QjBzV3B1c2lmdz09)

[pwd=YWl3Q0wzczhML084QjBzV3B1c2lmdz09](https://us02web.zoom.us/j/85088777760?pwd=YWl3Q0wzczhML084QjBzV3B1c2lmdz09) (Webinar ID 850 8877 7760 and Password 172759.) To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID 850 8877 7760 and entering password 172759. The City Council's agenda is available online in advance of meetings at <http://www.cityofbeacon.org/index.php/agendas-minutes/>. The public can email written comments or questions for regular City Council Meetings by 5pm on the day of the meeting addressed to cityofbeacon@cityofbeacon.org. Any member of the public who has questions should contact the City Administrator in advance of the meeting at 845 838 5010 or aruggiero@cityofbeacon.org.

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

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of Monday, May 4, 2020 at 7:00pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon Council Agenda
5/4/2020

Title:

Continuation of a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211, Article II, Section 10, and Chapter 211, Article III, Section 15 of the Code of the City of Beacon Regarding Parking and Stop Signs on Roundtree Court

Subject:

Background:

ATTACHMENTS:

Description	Type
Proposed Local Law to Amend Chapter 211, Article II, Section 10, and Chapter 211, Article III, Section 15 of the Code of the City of Beacon	Local Law
Memorandum from the City Administrator Regarding Parking and Traffic Safety	Cover Memo/Letter

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211, ARTICLE II, SECTIONS 10
AND 12, AND ARTICLE III, SECTION 15 OF THE CODE OF THE CITY
OF BEACON**

A LOCAL LAW to amend Chapter 211, Article II, Sections 10 and 12, and Article III Section 15 of the Code of the City of Beacon concerning installation of stop signs, trucks over certain weights excluded and no parking zones.

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

Section 1. Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon is hereby amended to install stop signs as follows:

§ 211-10. Stop intersections.

...

B. Schedule VII: Stop intersections. In accordance with the provisions of Subsection **A**, 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
<u>Pearse Place</u>	<u>Northwest</u>	<u>Phillips Street</u>
<u>Phillips Street</u>	<u>Both</u>	<u>Schofield Place</u>
<u>Roundtree Court</u>	<u>Northeast</u>	<u>Liberty Street</u>
<u>Roundtree Court</u>	<u>Northeast</u>	<u>Roundtree Court</u>
<u>Roundtree Court</u>	<u>Northwest</u>	<u>Roundtree Court</u>
<u>Schofield Place</u>	<u>Northwest</u>	<u>Phillips Street</u>

Section 2. Chapter 211, Article II, Section 12, Subsection B of the Code of the City of Beacon is hereby amended as follows:

§ 211-12. Trucks over certain weights excluded.

...

B. Schedule IX: Trucks Over Certain Weights Excluded. In accordance with the provision of Subsection **A**, all commercial vehicles, including but not limited to trucks, tractors and tractor trailer combinations, are hereby excluded from the following streets or parts of streets, except for the pickup and delivery of materials on such streets:

Name of Street	Location
Wolcott Avenue	Entire length

Section 3. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to restrict parking as follows:

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

...

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

Name of Street

Side

Location

Roundtree Court

Southwest

From the easternmost point of the driveway at 17 Roundtree Court to the westernmost point of the driveway at 15 Roundtree Court.

Section 4. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211, Article II, Sections 10 and 12, and Article III, Section 15 of the Code of the City of Beacon are otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

Section 5. 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 6. Severability.

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

Section 7. Effective date.

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



CITY OF BEACON New York

TRAFFIC SAFETY COMMITTEE

845-838-5010

MEMORANDUM

TO: Mayor Kyriacou and Members of the City Council
FROM: Anthony Ruggiero, MPA, City Administrator
RE: Proposed Changes to the City Code Chapter 211, Vehicles and Traffic
DATE: May 4, 2020

On April 20, 2020 the City Council held a public hearing to discuss proposed changes to the City Code Chapter 211, Vehicles and Traffic. The City Council partially closed that public hearing, adjourning items related to Roundtree Court to a Public Hearing scheduled for May 4, 2020. The decision was made due to a request from the Metra Homeowners Association, Inc. that the public hearing be adjourned in order to amend the proposed no parking zone on Roundtree Court.

The no parking zone proposed on Roundtree Court on April 20, 2020 would have removed parking on the northwest side of the street from the easternmost point of the north parking lot to a point 110 feet east. That no parking zone has since been amended. The amended no parking zone will remove parking from the easternmost point of the driveway at 17 Roundtree Court to the westernmost point of the driveway at 15 Roundtree Court. The amendment was reached after the Superintendent of Street met with a representative of the Metra Homeowners Association, Inc. Roundtree Court has ample parking thanks to on street parking and two parking lots.

City of Beacon Council Agenda
5/4/2020

Title:

Continuation of a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street District

Subject:

Background:

ATTACHMENTS:

Description	Type
Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street District	Local Law

DRAFT LOCAL LAW NO. ____ OF 2020

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTION 41.18.E(7) OF THE CODE OF THE CITY OF
BEACON**

A LOCAL LAW to amend Chapter 223, Section 41.18.E(7) of the Code of the City of Beacon concerning building height special permits in the CMS District.

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

Section 1. Chapter 223, Article IVD, Central Main Street (CMS) District, Section 41.18, Subsection E(7) of the Code of the City of Beacon is hereby amended as follows:

§ 223-41.18 Regulations.

....

E. Dimensional regulations. All new construction or enlargement of existing structures in the CMS District shall be subject to the following minimum and maximum dimensional regulations. These may be modified as provided in Subsection J(15).

....

(7) Except for parcels facing East Main Street, a special permit may be granted by the Planning Board for a fourth story only if the proposed fourth story contains with a stepback of at least 15 feet behind the facade along any street frontage. A fifteen-foot building stepback above 38 feet shall also be required for any side of a four-story building within 40 feet of a lot line abutting another zoning district. Except for parcels facing East Main Street, a special permit may also be granted for a four-story tower without a stepback at a corner facing an intersection and occupying no more than 25 feet of the corner frontage of the building. The City Council may waive or reduce the stepback requirements set forth herein upon a finding by the City Council that (i) such a waiver is warranted due to the special conditions of a site or the particular character or limited nature of the proposed development, and (ii) such a waiver is consistent with the goals of promoting the public health, safety and general welfare of the community.

- (a) For proposed buildings on CMS parcels in ~~or abutting~~ the Historic District and Landmark Overlay Zone, abutting a HDLO parcel, or having a property line frontage directly across a street from a HDLO parcel, any fourth story ~~or corner tower~~ shall require a special permit by the City Council. The City Council may limit the length of any such fourth floor or reduce a permitted building height to be no more than six feet higher than an existing building on an adjoining HDLO parcel for a distance of 30 feet along the frontage from the historic structure.
- (b) All such building height special permits in the CMS District shall require a finding that there are no substantial detrimental effects on shadows, parking, traffic, or specific views adopted as important by the City Council or in the Comprehensive Plan Update, that the new building will be compatible with the historic character of adjacent buildings, and that the conditions and standards in § 223-18B(1)(a) through (d) have been met. The City Council or Planning Board shall have the right to require an applicant to provide alternative plans or renderings in sufficient detail as requested.
- (c) ~~Although not required,~~ All such building height special permits shall also require a specific public benefit as determined by the City Council or Planning Board, such as additional below-market-rate housing above what would be otherwise mandated in Article IVB, ~~commercial uses included on an upper floor~~ commercially used floor or floors included above the ground level, additional parking spaces available for general public use, green building or renewable energy features beyond what is required by code, or ~~extra sidewalk width,~~ the construction and/or maintenance of public plaza space; or green space ~~that is accessible to the public may be a positive factor for consideration during the special permit review process.~~

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223, Section 41.18 of the City of Beacon are 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 Council Agenda
5/4/2020

Title:

Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapters 223 and 210 of the Code of the City of Beacon Regarding Zoning and a Proposed Local Law to Amend the Zoning Map of the City of Beacon for May 18, 2020

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapters 223 and 210 of the Code of the City of Beacon Regarding Zoning and a Proposed Local Law to Amend the Zoning Map of the City of Beacon for May 18, 2020	Resolution
Local Law Amending Chapters 223 and 210 of the Code of the City of Beacon Regarding Zoning	Local Law
Local Law Amending the Zoning Map of the City of Beacon	Local Law
Zoning Dimensional Table Draft 4.24.20 Edits	Backup Material
Zoning Dimensional Table Draft 4.24.20	Backup Material
Zoning Use Table Draft 4.24.20 Edits	Backup Material
Zoning Use Table Draft 4.24.20	Backup Material



**CITY COUNCIL
CITY OF BEACON**
Resolution No. ____ of 2020

**RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS A PROPOSED
LOCAL LAW TO AMEND CHAPTERS 223 AND 210 OF THE CODE OF THE
CITY OF BEACON REGARDING ZONING AND A PROPOSED LOCAL LAW
TO AMEND THE ZONING MAP OF THE CITY OF BEACON FOR MAY 18,
2020**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Beacon hereby sets a Public Hearing to Discuss a Proposed Local Law to Amend Chapters 223 and 210 of the Code of the City of Beacon Regarding Zoning and a Proposed Local Law to Amend the Zoning Map of the City of Beacon for May 18, 2020.

BE IT FURTHER RESOLVED, that the City Council hereby refers the proposed local laws to the Dutchess County Department of Planning and Development and the City of Beacon Planning Board for review and comment.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

LOCAL LAW NO. ____ OF 2020

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW AMENDING CHAPTERS 223 AND 210
OF THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapters 223 and 210 of the Code of the City of Beacon regarding the Schedule of Regulations and associated amendments.

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

Section 1. Chapter 223 of the Code of the City of Beacon, Article II, Section 2, entitled “Establishment of Districts” is hereby amended as follows:

§ 223-2 Establishment of districts.

The City of Beacon is hereby divided into the following classes of districts:

A. Residential:

- (1) R1-120 One-Family Residence District, 120,000 square feet per dwelling unit.
- (2) R1-80 One-Family Residence District, 80,000 square feet per dwelling unit.
- (3) R1-40 One-Family Residence District, 40,000 square feet per dwelling unit.
- (4) R1-20 One-Family Residence District, 20,000 square feet per dwelling unit.
- (5) R1-10 One-Family Residence District, 10,000 square feet per dwelling unit.
- (6) R1-7.5 One -Family Residence District, 7,500 square feet per dwelling unit.
- (7) R1-5 One-Family Residence District, 5,000 square feet per dwelling unit.
- (8) RD-7.5 Designed Residence District, 7,500 square feet per dwelling unit (minimum lot size of two acres).

~~[1] Editor's Note: This local law also provided for the renumbering of former Subsections A(8) through (16) as Subsections A(9) through (17).~~

- (9) RD-6 Designed Residence District, 6,000 square feet per dwelling unit (minimum lot size of ~~five~~ two acres).
- (10) RD-5 Designed Residence District, 5,000 square feet per dwelling unit (minimum lot size of 5,000 square feet).
- (11) RD-4 Designed Residence District, 4,000 square feet per dwelling unit (minimum lot size of ~~two acres~~ 5,000 square feet).
- (12) RD-3 Designed Residence District, 3,000 square feet per dwelling unit (minimum lot size of 5,000 square feet).
- (13) RD-1.8 Designed Residence District, 1,800 square feet per dwelling unit (minimum lot size of 5,000 square feet).
- (14) RD-1.7 Designed Residence District, 1,700 square feet per dwelling unit (minimum lot size of 5,000 square feet).

~~[2] Editor's Note: This local law also provided for the redesignation of former subsection A(13) and (14) as A(14) and (15), respectively.~~

~~(15) RMF-1.5 Multifamily Residence District, 1,500 square feet per dwelling unit (minimum lot size of 5,000 square feet).~~

~~(16) RMF-8 Multifamily Residence District, 800 square feet per dwelling unit (minimum lot size of 5,000 square feet).~~

~~(15)-(17)~~ Senior Affordable Housing Overlay (SAHO) District.

B. Commercial:

(1) ~~PB Business Off Street Parking~~ T Transitional District.

~~(2)[3] OB Office Business District.~~

~~[3] Editor's Note: Former Subsection B(2), HB Hotel Business District, was repealed 6-17-2013 by L.L. No. 11-2013. This local law also provided for the renumbering of former Subsection B(3) through (8) as Subsection B(2) through (7), respectively.~~

~~(3) LB Local Business District.~~

~~(4) CB Central Business District.~~

(2) GB General Business District.

(3) CMS Central Main Street District.

(4) L Linkage District.

C. Industrial:

- (1) LI Light Industrial District.
- (2) HI Heavy Industrial District.

D. POD Parking Overlay District.

E. WP Waterfront Park Zone.

F. WD Waterfront Development Zone.

G. FCD Fishkill Creek Development District.

Section 2. Chapter 223 of the Code of the City of Beacon, Article III, Section 10, entitled “Non-conforming uses and structures,” Subsections H-L are hereby amended as follows:

§ 223-10 Non-conforming uses and structures

...

~~H. Residential uses on Main Street. [Added 12-29-1997 by L.L. No. 14-1997]~~

- ~~(1) Legislative intent. The Central Business (CB) and General Business (GB) Districts along Main Street have traditionally been and will continue in the future to essentially be retail/service in nature. In order for the Main Street business district to be healthy and vital, it must compete successfully with other business districts. One of the essential characteristics of a healthy downtown business district is a high degree of continuity between adjacent retail and service uses, so that consumers can conveniently walk from one storefront to the next without frequently being interrupted by gaps between the retail and service uses. These gaps are the result of uses which are not open to the general public such as, in this case, residential uses. Residences which are located at the front of the ground floor of the buildings on Main Street are believed to be more injurious to the health and vitality of this business district than residences located at the rear of the ground floor of said buildings because the shopping portion of the business district is primarily, but not exclusively, at the front of said buildings. It is recognized, however, that there are currently several vacant storefronts on Main Street. The City Council has determined that the residential units affected by this subsection should not be converted to retail space unless the vacancy rate for such retail space has declined to an acceptable level in the discretion of the City Council. As a result, the special permit procedure outlined herein will specifically take into consideration the vacancy rate on Main Street at the time this subsection is implemented.~~
- ~~(2) Discontinuance. The following provisions pertain to buildings located on Main Street in the Central Business and General Business Zoning Districts: residential uses which are neither located on the upper floors nor in the rear of the first floor of said buildings shall be discontinued effective October 1, 2002. The City of Beacon shall notify all affected property~~

~~owners no later than October 1, 2001, that all residential units so situated in the Central Business (CB) and General Business (GB) Zoning Districts must be converted no later than October 1, 2002, pursuant to the terms of this subsection.~~

~~(3) Special use permit. Any property owner affected by this section shall be eligible to apply to the City Council for a special use permit to continue said residential occupancy for a period of two years. There shall be no further permits issued after the aforementioned permit has expired. Such application must be made no later than April 1, 2002, in order to maintain eligibility for the special use permit. The general provisions regarding the issuance of special use permits set forth in this chapter shall also apply to this application. In addition, the City Council shall take the vacancy rate for storefronts on Main Street into consideration when determining whether to issue such a permit.~~

~~I. I. Variance procedure. Any person or persons jointly or severally aggrieved by the terms of this chapter shall have the right to review a special permit determination by the City Council by a public hearing before the Zoning Board of Appeals and by a proceeding under Article 78 of the Civil Practice Law and Rules, which proceedings must be commenced within 30 days of the filing of such determination with the City Clerk.~~

~~J. Exemption. This local law shall not apply to the residence located at 317 Main Street. This use as a single family dwelling shall be continued as a nonconforming use notwithstanding the remaining provisions of this local law. However, the existing commercial portion of these premises which front on Main Street, may not be converted to a residential use.~~

~~I. H. General nuisances. Upon a complaint registered by the Building Inspector or 50% of the property owners within 250 feet of a nonconforming use which is considered to be a general nuisance or hazard to the health, safety, welfare and morals of uses or structures within 250 feet of such nonconforming use or uses, the Zoning Board of Appeals shall hold a public hearing and make a finding with respect to the nuisance or hazardous condition which exists and shall determine the necessity of terminating such nonconforming use. Such uses shall be terminated within such reasonable time as shall be determined by the Zoning Board of Appeals as related to the reasonable amortization of the capital investment in such uses.~~

Section 3. Chapter 223 of the Code of the City of Beacon, Article III, Section 13, entitled “Yards; building projections,” Subsections I-O are hereby amended and added as follows:

§223-13 Yards, building projections, heights, and accessory structures

...

I. Visibility at intersections. On a corner lot in any residence district, no fence wall, hedge or other structure or planting more than ~~three~~ 3.5 feet in height shall be erected, placed or maintained within the triangular area formed by ~~the intersecting street center lines and~~ a straight line joining ~~said street center lines at~~ points which are ~~100~~ 25 feet distant from ~~the point of intersection,~~ measured along said street center lines intersecting lines of the curb or edge of pavement. The height of ~~three~~ 3.5 feet shall be measured above the road surface at the ~~center line~~ edge of the road

having the lesser elevation. This subsection shall not apply to existing trees, provided that no branches are closer than six feet to the ground and they are not obstructing street views from the corner.

- J. Corner lots. On a corner lot in any residence district, there shall be provided a side yard on the side street equal in depth to the required front yard on said lot, or, if the lot is to be occupied by a one-family home, such side yard may be reduced to 25% of actual lot width.
- K. Exception for existing alignment of buildings. If on one side of a street within 250 feet of any lot there is pronounced uniformity of alignment of the fronts of existing buildings and of the depths of front yards greater or less than the depth specified in the Schedules of Regulations,[1] a front yard shall be required in connection with any new building which shall conform as nearly as practicable to those existing on the adjacent lots, except that no such building shall be required to set back from the street a distance greater than 40 feet.
- L. Awnings. No awning, or similar weather shielding feature, projecting beyond the property line of any lot into the sidewalk portion of a street shall be erected or maintained on any building, unless such awning or feature shall be firmly attached to the building and is at all points at least eight feet above the sidewalk area.
- M. Swimming pools. All swimming pools shall be considered structures and shall set back from lot lines at least the minimum distance required for other principal buildings and structures in that district.
 - (1) If a swimming pool, as located, is within 100 feet from a dwelling other than the owner's or within 50 feet from any street or property line, the same must be completely surrounded by a fence or wall enclosure not less than four feet in height with openings, holes or gaps (exclusive of gates or doors) therein not more than four inches in one dimension, a part of which enclosure may consist of a dwelling house or accessory building. A wall or fence or other enclosure wholly enclosing a dwelling house shall constitute compliance with this requirement.
 - (2) Each and every swimming pool gate or door opening through such enclosure shall be equipped and maintained with effective self-closing and self-latching devices, except that the floor of any occupied dwelling house forming a part of such enclosure need not be so equipped. The use of a natural barrier, hedge or pool cover will be deemed to satisfy the requirement of a fence or wall as specified above when approved by the Building Inspector.

N. The minimum height of any principal building on a lot shall be one-story and 12 feet.

Section 4. Chapter 223 of the Code of the City of Beacon, Article III, Section 14, entitled “Landscaping, lighting, and miscellaneous regulations,” Subsection E is hereby amended as follows:

§223-14 Landscaping, lighting, and miscellaneous regulations

...

E. Accessory buildings on residential lots. [Added 1-19-2016 by L.L. No. 2-2016]

(1) General. No detached accessory building, including a garage, utility shed, storage shed or other outbuilding, but not including construction sheds, is permitted, until such time as the principal building has been substantially completed in conformance with all applicable provisions of this chapter. All accessory buildings shall comply with the dimensional and bulk requirements set forth on the accompanying Schedules of Regulations constituting § 223-17 ~~C and E~~ of this chapter unless specifically provided otherwise herein. For the purpose of this section, "residential lots" shall mean any lot containing a permitted residential use.

(2) Sheds. A shed may be erected, provided that it is used for storage and utility purposes that are customary and incidental to the existing residence. Notwithstanding any requirement in the Scheduless of Regulations ~~for Residential Districts~~[1] to the contrary, the shed shall be no larger than 144 square feet in floor area and a maximum of 10 feet in height at its highest point.

[1] Editor's Note: The Scheduless of Regulations ~~for Residential Districts~~ is are included as an attachment to this chapter.

(3) Detached garages and other accessory buildings. Detached garages and other accessory buildings are permitted, provided that they comply with the accompanying Schedules of Regulations[2] and meet the following additional requirements:

(a) The building shall be located behind the front line of the primary building.

(b) The building shall be permanent, except that fabric-covered frames or structures are permitted, provided that the structure and the fabric are appropriately maintained in good condition.

(c) The building shall not be equipped with showers or bathing fixtures and equipment.

(d) In no case shall the total square footage of all accessory buildings exceed the limits established in the Scheduless of Regulations.

(e) Space provided above the grade story shall be utilized for storage only.

[2] Editor's Note: The Schedules of Regulations are included as attachments to this chapter.

Section 5. Chapter 223 of the Code of the City of Beacon, Article III, Section 17, entitled "Schedule of Regulations" is hereby amended as follows:

§ 223-17 Schedules of Regulations.

A. The accompanying Schedules of Regulations constituting § 223-17C and D herein list and define the use of land and buildings, the height of buildings, the yards and other open space to be provided in connection with buildings, the area of lots, off-street parking space and other matters.

The regulations listed for each district as designated are hereby adopted and prescribed for each such district, subject to the provisions of this section, and, unless otherwise indicated, shall be deemed to be the minimum requirements in every instance of their application.

B. It is the intention that the uses set forth for each district shall not be permitted uses in any other district in the schedules, unless allowed specifically or by reference as permitted uses in said district.

C. Schedule of Use Regulations ~~for Residential Districts~~. [1]

[1] Editor's Note: The Schedule of Use Regulations ~~for Residential Districts~~ is included as an attachment to this chapter.

D. Schedule of Dimensional Regulations ~~for Nonresidential Districts~~. [2]

[2] Editor's Note: The Schedule of Dimensional Regulations ~~for Nonresidential Districts~~ is included as an attachment to this chapter.

E. Schedule of Regulations for Accessory Buildings on Residential Lots. [3]

[3] Editor's Note: The Schedule of Regulations for Accessory Buildings on Residential Lots is included as an attachment to this chapter.

Section 6. Chapter 223 of the Code of the City of Beacon, Article III, Section 18, entitled “Special permit uses,” Subsection B is hereby amended as follows:

§ 223-18 Special permit uses.

...

B. Application for a special permit.

- (1) Application for required special permits shall be made to the City Council or Planning Board as indicated in §223-17, Schedule of Use Regulations. If the approval authority is the City Council, the application shall be first submitted to the Planning Board as agent for the City Council, and the applicant shall appear before the Planning Board prior to appearing before the City Council. All application materials, including plans, shall be submitted in electronic file format acceptable to the Building Department, in addition to at least five paper copies (or such other format or amount as determined by the Building Department), at least two weeks prior to the regular Planning Board meeting at which it will be considered. The Planning Board shall, upon receiving ~~such an~~ application for the City Council, forward a copy of the application to the City Council for the Council's use in initiating the state environmental quality review process and for otherwise processing the application. The Planning Board shall render a report to the City Council on each such application, which report shall be rendered within 45 days of the date such application is received by the Board. Each report shall be submitted to both the Building Inspector and the City Engineer. The City Council or Planning Board shall conduct a public hearing within 62 days from the day on which a complete application is received. Public notice

of said hearing shall be provided by the applicant in accordance with § 223-61.3 of this chapter. The City Council or Planning Board shall decide upon the application within 62 days after the hearing, provided that the SEQR process has been concluded. The time in which the City Council or Planning Board must render its decision may be extended by mutual consent of the applicant and the ~~Board approving authority~~. The City Council or Planning Board may authorize the issuance of a permit, provided that it shall find that all of the following conditions and standards have been met:

- (a) The location and size of the use, the nature, hours, and intensity of the operations involved in or conducted in connection with it, the size of the site in relation to it and the location of the site with respect to streets giving access to it are such that it will ~~be in harmony~~ not conflict with the appropriate and orderly development of the ~~district in which it is located~~ site and the existing permitted uses on adjacent blocks.
 - (b) The location, nature and height of buildings, walls and fences and the nature and extent of the landscaping on the site are such that the use will not conflict with the existing permitted uses on adjacent blocks and will not hinder or discourage the appropriate development use of adjacent land and buildings.
 - (c) Operations in connection with any special use will not be more objectionable to nearby properties by reason of noise, fumes, vibration or other characteristic in Article IV than would be the operations of any permitted use, not requiring a special permit.
 - (d) Parking areas will be of adequate size for the particular use and properly located and suitably screened from adjoining residential uses, ~~and~~ the entrance and exit drives shall be laid out so as to achieve maximum safety, and uses will not cause unreasonable traffic congestion or create a traffic hazard.
 - (e) Uses, buildings, and operations will be accessible for emergency services and appropriately located for water, sewer, and other infrastructure requirements.
 - (f) The use will comply with other regulations in the Code and will be compatible with the recommendations in the City's Comprehensive Plan and Local Waterfront Revitalization Program.
- (2) The decision of the City Council or Planning Board on the application, after the holding of the public hearing, shall be filed in the office of the City Clerk within five business days after such decision is rendered and a copy thereof mailed to the applicant.

Section 7. Chapter 223 of the Code of the City of Beacon, Article III, Section 20, entitled “Hotels” in its entirety is hereby renumbered as follows:

§ 223-14.1 Hotels.

Section 8. Chapter 223 of the Code of the City of Beacon, Article III, Section 20.1, entitled “Adult uses,” Subsection C is hereby amended as follows:

§ 223-20.1 Adult uses.

...

C. Location. Adult uses are to be restricted as to location in the following manner in addition to any other requirements of this code:

- (1) Adult uses shall not be located within a five-hundred-foot radius of the following zoning districts which permit residential development: R1-120, R1-80, R1-40, R1-20, R1-10, R1-7.5, R1-5, RD-7.5, RD-6, RD-5, RD-4, RD-3, RD-1.8, RD-1.7, ~~RMF-1.5 and RMF-.8.~~ and Senior Affordable Housing Overlay District.
- (2) Adult uses shall not be located within a one-half-mile radius of another such use.
- (3) Adult uses shall not be located within a five-hundred-foot radius of the property lines of any school, church or other religious institution or place of religious worship, park, playground or playing field.
- (4) Adult uses shall not be located in or within 500 feet of any Historic District and Landmark Overlay Zone.

Section 9. Chapter 223 of the Code of the City of Beacon, Article III, Section 22, entitled “Nursing homes,” Subsection B is hereby amended as follows:

§ 223-22 Nursing homes.

...

B. Site.

- (1) In any R1-40 or R1-20 District, the minimum lot area shall be 40,000 square feet, plus 2,500 square feet for each additional resident person over 10 in number.
- (2) In any R1-10, R1-7.5, R1-5, RD-7.5, RD-6, RD-5, RD-4, RD-3, RD-1.8 or RD-1.7 District, the minimum lot area shall be 20,000 square feet, plus 1,500 square feet for each additional resident person over 10 in number.
- (3) ~~In any other district, where permitted~~ In any FCD, LI, or HI district, the minimum lot area shall be 10,000 square feet, plus 1,000 square feet for each additional resident person over 10 in number.

Section 10. Chapter 223 of the Code of the City of Beacon, Article III, Section 24.1, entitled “Accessory apartments,” Subsections D and F are hereby amended as follows:

§ 223-24.1 Accessory apartments.

...

D. Apartment size. The minimum floor area for an accessory apartment within a detached single-family dwelling shall be 400 square feet. The maximum floor area shall be 650 square feet, but in no case shall the floor area of the apartment exceed 30% of the total floor area of the dwelling building in which it is located. For an accessory apartment located in an accessory building, the minimum floor area shall ~~also~~ be 300 square feet, and the maximum shall be 600 square feet, except that the City Council Planning Board may permit a smaller or larger accessory apartment where appropriate in an existing accessory building constructed prior to August 1, 1989. There shall be no more than one accessory apartment permitted per single-family lot. However, in the case of a lot which contains an existing accessory building or buildings that comply with the minimum required setbacks required for a principal building in the zoning district in which the lot is located and that were constructed prior to August 1, 1989, one accessory apartment shall be permitted in each such accessory building in addition to the one permitted in the detached single-family dwelling; the area of such lot shall be at least 100% larger than the minimum lot area required in the district in which the lot is located for each accessory apartment in excess of the first one.

...

F. Off-street parking. A minimum of ~~two~~ one off-street parking spaces shall be provided for each accessory apartment in addition to the off-street parking required for other uses existing on the lot.

...

Section 11. Chapter 223 of the Code of the City of Beacon, Article III, Section 24.3, entitled “Artist live/work spaces” is hereby renumbered in its entirety as follows:

§ 223-14.2 Artist live/work spaces.

Section 12. Chapter 223 of the Code of the City of Beacon, Article III, Section 24.5, entitled “Wireless telecommunications services facilities,” Subsection H(3) is hereby amended as follows:

§ 223-24.5 Wireless telecommunications services facilities.

...

H. Location and access

(3) Applications for all non-small cell wireless facilities shall locate, site and erect said facility in accordance with the following priorities, Subsection H(3)(a) being the highest priority and Subsection H(3)(g) being the lowest priority:

- (a) Collocation on existing wireless telecommunication services facilities on lands owned or controlled by the City.
- (b) Collocation on a site with existing wireless telecommunication services facilities in the City.

- (c) On sites, buildings and structures located in the HI and LI Zoning Districts.
- (d) On sites, buildings and structures in the ~~PB, OB, LB and~~ GB Zoning Districts.
- (e) On sites, buildings and structures in the L, T, and CMS Zoning Districts.
- (f) On sites, buildings and structures in Residential Zoning Districts.
- (g) On sites, buildings and structures in the FCD, WD, WP, or Historic District and Landmark Overlay Zone.

Section 13. Chapter 223 of the Code of the City of Beacon, Article III, Section 24.6, entitled “Artist studio as an accessory special permit use” is deleted in its entirety.

Section 14. Chapter 223 of the Code of the City of Beacon, Article III, Section 223-24.7, entitled “Uses permitted by special permit in the Historic District and Landmark Overlay Zone” is hereby amended as follows:

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

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

- A. Specialized business uses of low traffic volume, normally associated with history, the arts or cultural uses, appropriate to the structure and compatible with the neighborhood. Such uses may include:
 - (1) Artists' or artisans' studios.
 - (2) Antique shops.
 - (3) Rare book, coin or stamp shops or similar type uses as determined by the City Council.
- B. Residential, hotel, or professional uses, provided that they are appropriate to the structure, compatible with the neighborhood and are located on a road that can accommodate increased traffic as determined by the City Council. These uses may include the following:
 - (1) Sit-down restaurants not to exceed a seating capacity of 50.
 - (2) Bed-and-breakfast establishments not to exceed 10 guest bedrooms, subject to the requirements of § 223-24.4B, C and E.
 - (3) Professional offices not to exceed 10 employees.

(4) Multifamily residential use not to exceed four units.

(5) Artist live/work spaces not to exceed four units.

(6) Hotel and hotel-related accessory uses and structures with adequate screening of any new structures from surrounding public street views.

C. Special permits warranted under certain conditions.

(1) Notwithstanding the limitations in Subsection B above, and with the exception of Subsection B(2), the City Council may approve a special permit for any of the uses listed in said section, and may allow a larger number of seats, employees, dwelling units, or artist live/work spaces, when it determines that such larger number is warranted by one or more of the following:

(a) Building(s) size.

(b) Building(s) configuration.

(c) The nature of the proposed preservation and/or adaptive reuse of the building(s).

(d) The historic nature and context of the building(s) and the need for preservation and/or adaptive reuse.

(2) In approving any such special permit, the City Council shall establish such limitations on the number of seats, employees, dwelling units, ~~or~~ artist live/work spaces, or accessory uses and structures, as the case may be, as it deems warranted.

Section 15. Chapter 223 of the Code of the City of Beacon, Article III, Section 26, entitled “Off-street parking, loading, and vehicular access,” Subsections C, E and F are hereby amended as follows:

§ 223-26 Off-street parking, loading, and vehicular access.

...

C. Location, use, design, construction and maintenance.

(1) Location. The off-street parking facilities which are required by this section shall be provided on the same lot or premises with such structure or land use; except that off-street parking spaces required for structures or land uses on two or more adjoining lots may be provided in a single common facility on one or more of said lots, provided that a binding agreement, in a form approved by the Corporation Counsel, assuring the continued operation of said parking facility during the life of the structure or the land use the parking is designed to serve, is filed on the land records prior to approval of the plans for said parking facility. In any residence district, no off-street parking facility shall be developed in any required front yard or in any required side or rear yard adjacent to a street line or in any other side or rear yard within five

feet of the lot line. However, off-street parking spaces shall be permitted in residential districts as indicated in § 223-17C.

(2) Parking specifications.

- (a) Each parking space provided in an unenclosed area shall be at least nine feet wide and at least 18 feet long, except that the Planning Board, in approving a plan under § 223-25, may permit that portion of the total required parking which is specifically set aside for and limited to employee parking to have a width of at least 8 1/2 feet and a depth of at least 18 feet. This possible exception shall not be permitted in the ~~CB~~ CMS District.
- (b) Each parking space which is bordered by walls or columns on two or more sides shall be not less than 10 feet wide nor less than 18 feet long. Enclosed or garaged parking areas shall not contain any columns, walls or other obstacles which would prevent or obstruct the use of any parking space.
- (c) The maneuvering area needed to permit parked vehicles to enter and exit off-street parking spaces shall have a width of at least 24 feet, except where the Planning Board approves a lesser distance as adequate for areas with parallel or angled parking spaces.

(3) Landscaping. Except for parking spaces accessory to a one-family dwelling, all off-street parking areas shall be landscaped with appropriate trees, shrubs and other plant materials and ground cover, as approved by the Planning Board based upon consideration of the adequacy of the proposed landscaping to assure the establishment of a safe, convenient and attractive parking facility with a minimum amount of maintenance, including plant care, snowplowing and the removal of leaves and other debris. At least one tree with a minimum caliper of three inches at a height of four feet above ground level shall be provided within such parking area for each 10 parking spaces.

- (a) Wherever possible, planting islands, at least eight feet in width, shall be provided to guide vehicle movement and to separate opposing rows of parking spaces so as to provide adequate space for plant growth, pedestrian circulation and vehicle overhang. Such planting islands and the landscaping within them shall be designed and arranged in such a way as to provide vertical definition to major traffic circulation aisles, entrances and exits, to channel internal traffic flow and prevent indiscriminate diagonal movement of vehicles and to provide relief from the visual monotony and shadeless expanse of a large parking area.
- (b) The Planning Board may require curbing to facilitate surface drainage and prevent vehicles from overlapping sidewalks and damaging landscaping materials.
- (c) No obstruction to driver vision shall be erected or maintained on any lot within the triangle formed by the street line of such lot, the outer edge of the access driveway to the parking area and a line drawn between points along such street line and access drive 30 feet distant from their point of intersection.

(4) Grades, drainage, paving and marking. All proposed and required parking facilities, regardless of size, shall be graded, surfaced, drained and maintained throughout the duration of their use so as to comply with the New York State Stormwater Management Design Manual, as amended

from time to time, and/or Chapter 190, Stormwater Management and Erosion and Sediment Control, of this Code, or other acceptable stormwater management practice(s), as deemed suitable to the City Engineer to the extent necessary to avoid nuisances of dust, erosion or excessive water flow across public ways or adjacent lands. The drainage analysis for said parking facilities shall include pre- and post-development conditions as well as remediation and/or mitigation of stormwater runoff. The maximum slope within a parking area shall not exceed 5%. In RD ~~and RMF~~ Districts and in nonresidential developments, the Planning Board shall require the provision of suitable markings to indicate individual parking spaces, maneuvering area, entrances and exits.

- (5) Traffic circulation. In order to encourage safe and convenient traffic circulation, the Planning Board may require the interconnection of parking areas via access drives within and between adjacent lots. The Board shall require written assurance and/or deed restrictions, satisfactory to the Corporation Counsel, binding the owner and his heirs and assignees to permit and maintain such internal access and circulation and inter-use of parking facilities.
- (6) Two or more uses on same lot. Where two or more different uses occur on a single lot, the total amount of parking facilities to be provided shall be the sum of the requirements of each individual use on the lot, except that the Planning Board may approve the joint use of parking space by two or more establishments on the same lot or on contiguous lots, the total capacity of which is less than the sum of the spaces required for each, provided that said Board finds that the capacity to be provided will substantially meet the intent of this article by reason of variation in the probable time of maximum use by patrons or employees at such establishments and provided that such approval of such joint use shall be automatically terminated upon a change of use at any such establishment.
- (7) Designed residence and multifamily residence districts.
 - (a) In RD ~~and RMF~~ Districts, in order that some of the required parking spaces may be convenient for use by visitors as well as by occupants, 2/3 of the required car spaces for a residential building shall, whenever possible, be directly accessible to a main entrance to that building and within 100 feet of that entrance.
 - (b) In RD ~~or RMF~~ Districts, off-street parking lots shall be located behind, underneath, or to the side of the building, whenever possible. Any parking to the side of the building shall be screened from street views by a low wall, hedge, fence, and/or other landscaping and, whenever possible, it shall be located at least 40 feet from any property line that fronts on a street.

...

- E. Waiver of improvement. Except within ~~the Central Business District and~~ the Central Main Street District, and notwithstanding any other provision of this chapter, the City Council or Planning Board, in reviewing plans submitted in accordance with the provisions of this section or § 223-18 or 223-25, may waive the initial improvement of up to 50% of the required off-street parking spaces, provided that all of the required spaces are shown on the proposed plan and further provided that suitable agreements, satisfactory to the City Council or Planning Board, are obtained

assuring the City that the property owner(s) will be responsible for the construction of such waived spaces, or any portion thereof, within six months of the date such spaces may be deemed necessary by the City Council or Planning Board.

F. Schedule of Off-Street Parking Requirements. Off-street parking spaces shall be provided as follows, except that the Board of Appeals may modify these provisions as a condition of the issuance of a special permit according to the provisions of § 223-19.

1- and 2-family dwelling	2 spaces for each dwelling unit
Multifamily dwelling and/or apartment or artist live/work space	1 space for each dwelling unit, plus 1/4 space for each bedroom, plus 1/2 space for each live/work space containing retail area
Professional <u>home</u> office or home occupation permitted in a residential district	2 spaces in addition to spaces required for the residential use, except that there shall be 4 spaces for each medical or dental practitioner in addition to spaces required for the residential use
Bed-and-breakfast establishment, rooming house or boardinghouse	1 space for each guest sleeping room, plus 2 spaces for the dwelling unit, plus 1 space for each nonresident employee
Hotel <u>or inn</u>	Subject to § 223- 20L <u>14.1 C</u>
Place of worship, theater, auditorium, athletic field or other place of assembly	1 space for each 4 seats or pew spaces or, in places or, in places without seats, 1 space for each 100 square feet of floor space used for public assembly
Nursery school or day-care center	1 per employee plus 1 per classroom
Primary or secondary school	1 per employee plus 1 per 5 students in the 11th grade or above, or 1 per 4 assembly seats, whichever is greater
Dance, art, tutorial, martial arts or similar instructional school	1 space for each 150 square feet of gross floor space
Hospital, nursing home, convalescent home or home for the aged	1 space for each 3 resident persons, plus space for each employee, including medical, nursing and service staff employed at the same time when the building is operating at full capacity
Golf and country club	1 space for each 2 memberships
Bowling alley or other place of <u>indoor</u> commercial recreation or public amusement	5 spaces for each bowling lane; all others, 1 space for each 4 persons of maximum occupancy or 1 space for each 200 square feet of gross floor area, whichever is greater
Retail or service business, including auction gallery	1 space for each 200 square feet of gross floor area, excluding utility areas
Restaurant or coffee house	1 space for each 3 patron seats or 1 space for each 150 square feet of gross floor area,

Office for business or professional use (other than accessory to residential use)	excluding kitchen and storage areas, whichever is greater
Banking office	1 space for each 200 square feet of gross floor area, excluding utility areas
Funeral parlor <u>home</u> or under-taking establishment	1 space for each 200 square feet of gross floor area, excluding utility areas
Motor vehicle sales and service	10 spaces per establishment, plus 1 space per employee
Veterinary office <u>Animal care facility</u>	1 space per employee, plus 1 space per 150 square feet of gross floor space
Car washing establishment	1 space per employee, plus 1 space per 300 square feet of gross floor space
Research or development laboratory	Subject to § 223-21F
Manufacturing or industrial use	1 space per employee, but not less than 1 space per 600 square feet of gross floor space
Wholesale, storage, utility or other similar commercial use	1 space per 2 employees but not less than 1 space per 400 square feet of gross floor space
Senior citizen-use <u>housing</u>	1 space per employee but not less than 1 space per 1,000 square feet of gross floor space
Museums in LI and/or LB Zone located within walking distance (3,000 feet) of entrance to train station	2 spaces for each 3 dwelling units
Artist studio	1 parking space per 3,000 feet of gross floor space
Art gallery/exhibit space	1 space for each 500 square feet of gross floor space
Bar or brew pub	1 space for each 250 square feet of gross floor area
Microbrewery or microdistillery	1 space for each 3 patron seats or 1 space for each 50 square feet of gross floor area, excluding kitchen and storage areas, whichever is greater
Museum	1 space for each employee on the largest shift, plus 1 space for each 3 patron sitting or standing spaces in any tasting room or other visitor facility open to the general public
Other uses not listed	1 space for each 300 square feet of gross floor area
	Off-street parking requirements for types of uses which do not fall within the categories listed above shall be determined by the Planning Board upon consideration of relevant factors entering into the parking needs of each such use

(1) Notwithstanding § 223-26F above, with respect to lots which, on the effective date of this section, are located wholly or partially within 2,500 feet of the train station platform, the City

Council shall have the authority to limit the amount of parking to be provided for multifamily and nonresidential development projects on said lots having a parking requirement in accordance with § 223-26F of 25 spaces or more, in the interest of appropriately and reasonably minimizing the environmental impact of the project's vehicular traffic accessing the train station. In such cases, the City Council shall ensure that convenient pedestrian access is provided by the project, or is otherwise available between the project and the train station. Where a substantial change in elevation exists between the project and the train station, the City Council may require the project to provide, if deemed feasible by the Council, an elevator, escalator, stairs and/or other similar pedestrian conveyance or access for such purpose.

...

Section 16. Chapter 223 of the Code of the City of Beacon, Article III, Section 26.2, entitled “Tattoo parlors” is deleted in its entirety.

Section 17. Chapter 223 of the Code of the City of Beacon, Article III, Section 26.3, entitled “Retail sales from a truck or trailer” is deleted in its entirety.

Section 18. Chapter 223 of the Code of the City of Beacon, Article IVA, Section 41.4, entitled “Waterfront Development (WD) Zone,” Subsections B, C, G(2), G(6), H, J(7) and J(11)(b) are hereby amended as follows:

§ 223-41.4 Waterfront Development (WD) Zone.

...

B. Permitted principal uses. Permitted principal uses shall be as follows:

- (1) Any principal use permitted in the WP Zone.
- (2) Residential multifamily ~~and/or attached~~ dwelling units.
- (3) Convenience retail and personal service shops designed to serve the needs of area residents and commuters.
- (4) Restaurants, bars or brew pubs.
- (5) Inns, hotels, fitness centers, spas ~~and~~ or day care centers.
- (6) Art, craft or fine arts galleries.
- (7) ~~Professional or small business offices in a mixed-use buildings, and not to exceed 40% of the total floor area in a mixed-use buildings~~ Office. The Planning Board may limit the extent of office uses on the first floor, depending on the building location within the overall development.

- (8) Professional, small business and service facilities in the lower floors of a multistory residential buildings.
- (9) Artist live/work spaces.
- (10) Public square, plaza, promenade or pocket park.
- (11) Public or semipublic use; live theater, concert hall, museum or meeting room suitable for social, civic, cultural or education activity.
- (12) Conference space or conference center.
- (13) Microbrewery or microdistillery
- (14) Other use similar to the above uses as determined by resolution of the City Council.

C. Special permit uses. The following uses may require a special permit ~~from the Planning Board, pursuant to the provisions set forth in Subsection F:~~

- (1) ~~Public or semipublic uses; live theaters, concert halls, museums or meeting rooms suitable for social, civic, cultural or education activities~~ Wireless telecommunication services facility, subject to §223-24.5.
- ~~(2) Conference centers. Small cell wireless telecommunications facility, subject to §223-26.4.~~
- ~~(3) Other uses similar to the above uses as determined by resolution of the City Council.~~

...

G. Procedure for special permit and waterfront development concept plan review.

- (2) Planning Board review of special permit and waterfront development concept plan application.
 - (a) Environmental compliance.
 - [1] The approval of a waterfront development project is an action under the State Environmental Quality Review Act, and all proceedings to review such project shall comply with applicable requirements of SEQR.
 - [2] Upon receipt of an application for a special permit and waterfront development concept plan, the Planning Board shall commence a coordinated review under SEQR and institute lead agency procedures after identifying all involved and interested agencies, as provided by law.
 - [3] Because any waterfront development will constitute an important element in the implementation of the City's Local Waterfront Revitalization Plan, the preparation of a Draft Environmental Impact Statement shall be required by the lead agency. Such DEIS shall comply with all requirements of law. To the extent possible in accordance with law, the DEIS submitted in connection with the special permit and waterfront development

concept plan approval shall be sufficiently specific so as to eliminate the need for additional and/or supplemental DEIS's during the site plan stage of the approval process.

- [4] To the extent possible in accordance with law, the preparation of the DEIS shall be integrated into the existing agency review processes and should occur at the same time as the other agency reviews, including the special permit and waterfront development concept plan review. When a SEQR hearing is to be held, it should be conducted jointly with other public hearings on the proposed action, whenever practicable.
 - [5] Notwithstanding Subsection ~~F~~G(2)(a)[1] through [4] immediately above, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, and where a lead agency has been established and has scoped a DEIS for the overall waterfront development project, said phase (or phases) may be segmented for the purposes of environmental review in accordance with the provisions of SEQR. In such case, the lead agency shall require the preparation of a full environmental assessment form (EAF) for its use in rendering a determination of significance regarding said phase(s). Further, the lead agency shall notify all involved and interested agencies that the phase(s) will be segmented and shall send a copy of the EAF with said notification.
- (b) Special permit approval. The Planning Board may authorize the issuance of a special permit for a waterfront development project, provided that it shall find that the following conditions and standards have been met:
- [1] The proposed waterfront development project will fulfill the purposes of the waterfront development zone.
 - [2] The proposed waterfront development project meets the Waterfront Development Design Standards set forth in § 223-41.4J, to the extent applicable at the special permit stage.
 - [3] The proposed waterfront development project will be in harmony with the appropriate and orderly development of the City's waterfront area.
 - [4] The proposed waterfront development project will not hinder or discourage the appropriate development and use of adjacent lands.
 - [5] The proposed land uses will be in accordance with the approved waterfront development concept plan.
 - [6] The proposed waterfront development uses meet the standards of § 223-41.4B.
 - [7] The proposed project is otherwise in the public interest.
- (c) Conditions. In approving any waterfront development concept plan and special permit, the Planning Board may attach such conditions, safeguards and mitigation measures as it deems

necessary or appropriate to assure continual conformance to all applicable standards and requirements and to fulfill the intent and purposes of this law.

...

- (6) Processing of phases comprised of Waterfront Park District uses. Notwithstanding other provisions of the waterfront development review and approval process, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, the Planning Board may process and grant special permit approval to said phase(s) in advance of the complete processing of the overall project so long as the SEQR process has been complied with in accordance with the provisions of § 223-41.4 ~~G F(2)(a)[5]~~ herein; said phase is an integral part of an appropriate waterfront development concept plan, as determined by the Planning Board; and the overall review and approval process for waterfront development special permits as outlined herein, including all referrals and hearings, has been complied with for said phase(s). After the granting of special permit approval, said phase(s) may proceed to site development plan review and approval for said phase(s) in accordance with Subsection H immediately below.

H. Site development plan review. After approval of the waterfront development special permit the Planning Board may grant site plan approval to a waterfront development project.

- (1) Application for site plan approval. The application for site development plan approval shall contain all the material set forth in § 223-25B of this Zoning Ordinance. In addition, the applicant shall submit the following:
 - (a) Information to establish that the proposed site plan meets the waterfront development standards set forth in Subsection ~~H~~ I.
 - (b) Information to establish that the proposed site plan is in substantial conformance with the approved waterfront development concept plan.
 - (c) Preliminary elevations showing the general architectural and design treatment of all buildings, public and open spaces and other site plan elements.
 - (d) Information to establish the relationship of the proposed project to later elements of the development of the site, including any other adjacent and nearby lands that are not part of the applicant's planned waterfront development projects.
 - (e) Such other information as the Planning Board may reasonably require in order to evaluate the site plan application.
 - (f) Application fees as may be required pursuant to Subsection ~~E~~ F.

(2) Planning Board review of site plan.

- (a) The Planning Board shall conduct a detailed review of the adequacy, location, arrangement, design and appearance of each aspect of the proposed development. While the scope of the Planning Board's review of the site plan will generally relate to the

waterfront project at issue, the Planning Board shall have the authority to assure that aspects of the overall development of the site (e.g., stormwater management, domestic water and fire protection, sanitary sewer, all utilities, streets, etc.) shall be adequate to suit the purposes and needs of the entire ~~peninsula~~ waterfront area, as it is finally developed.

- (b) In acting on any site development plan application, the Planning Board shall take into consideration any approved special permits and waterfront development concept plans, the proposed design and layout of the entire waterfront area, including the proposed location, height and buffer of buildings, traffic circulation within and without the site, provision of off-street parking, exterior lighting, display of signs, landscaping, buffer areas and open spaces and architecture and design, so that any development will have a harmonious relationship with the existing or permitted development of contiguous land and of adjacent neighborhoods, and so that pedestrian and vehicular traffic will be handled adequately and safely within the site and in relation to the adjoining street system. Particularly, the Planning Board shall assure that the proposed site plan meets the waterfront development standards set forth in Subsection ~~F~~ J.
 - (c) The proposed site development plan shall be in general conformance with the waterfront development concept plan. While the waterfront development concept plan approval will approve a general layout on the site, the individual site plans for particular waterfront development projects will provide detailed building envelopes, elevations and site design details regarding proposals for various projects within the site. The Planning Board may exercise its discretion in allowing minor variations from the waterfront development concept plan so long as the site plan is, in the Planning Board's judgment, generally in keeping with the waterfront development concept plan. In no case, however, shall the Planning Board have the authority to approve a total number of dwelling units or total density in the waterfront development which exceeds the number approved as part of the special permit and waterfront development concept plan. Nor shall the Planning Board have the authority to approve the total square footage of nonresidential space above that approved in the special permit.
- (3) Time period for construction. At the time of approving the site plan, the Planning Board may set forth the time period in which construction is to begin and be completed. The Planning Board may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.
 - (4) Adjustments to site plan during construction. During the construction of an approved site plan, the Building Inspector or the City Engineer may authorize minor adjustments to the approved plans which are consistent with the overall approved site plan, when such adjustments appear necessary in the light of technical or engineering considerations which develop during actual construction, or when such adjustments are required in order to comply with law, rules or regulations made applicable to the subject property by any agency or instrumentality of the United States, New York State, Dutchess County or City government. The Building Inspector or City Engineer may, in his discretion, refer any such proposed change to the Planning Board

for review. The Planning Board may determine to treat the modification as a minor site plan adjustment under this section or to treat it as a site plan amendment under Subsection G(5). If treated as a minor site plan adjustment, the Planning Board may authorize the Engineer or Building Inspector to approve the requested change.

- (5) Site plan amendments. If the Planning Board determines that the character of the proposed changes requires a site plan amendment, the Planning Board shall process the application as an amended site plan under this Subsection G(5) and shall have discretion to determine the extent of further environmental analysis and project review that is required. After appropriate review, the Planning Board shall approve the site plan amendment by resolution.

- J. Development standards for Waterfront Development District. It is essential that development in this district meet the following development standards:

...

- (7) Lighting. Streets, drives, walks and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use. All exterior lighting for the project shall be directed downward or otherwise appropriately shielded and designed to minimize excessive light. It shall have an attractive appearance compatible with the overall project design and waterfront character. Lighting type, number and locations shall be subject to Planning Board review and approval as part of the site plan review.

- (a) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots shall be a maximum of 20 feet high. ~~Lighting shall be energy efficient, have full spectrum color quality, and shall prevent any lighting above 60 watts that directly projects above the horizontal level into the night sky.~~

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

...

- (11) Off-street parking and loading.

- (b) Parking requirements.

- [1] Multifamily dwelling: one space per unit.

- [2] Retail or service business: one space for each 333 square feet of gross floor, excluding basement storage utility areas.

- [3] Restaurant: one space for each ~~two~~ three patron seats or one space for each 300 square feet of gross floor area, excluding kitchen and storage areas, whichever is greater.

- [4] Office for business or professional use: one space for each ~~350~~ 400 square feet of gross floor area.

[5] Hotel: 0.75 space for each hotel guest room.

Section 19. Chapter 223 of the Code of the City of Beacon, Article IVA, Waterfront Zones, Section 41.6, entitled “Bulk regulations applicable to Waterfront Park Zone” is hereby amended as follows:

§ 223-41.6 Bulk regulations applicable to Waterfront Park Zone.

A. Minimum lot size: one acre. (NOTE: The minimum lot size shall be two acres for those uses requiring a special permit from the City Council.)

B. Maximum building coverage: 20%.

~~C. Maximum floor area ratio: 0.5.~~

~~D~~ C. Minimum building setback from mean high water line: 10 feet.

~~E~~ D. Maximum building height: 2 1/2 stories/35 feet. (NOTE: All habitable stories must be elevated above the one-hundred- year floodplain. The area below the elevated first habitable story may, but need not, be used for parking. When story heights are provided in these regulations, they are deemed to be habitable or occupiable stories over a parking level or as otherwise elevated above the one-hundred-year floodplain. A basement level used only for parking and not used for business purposes shall not be counted as a story.)

Section 20. Chapter 223 of the Code of the City of Beacon, Article IVA, Waterfront Zones, Section 41.7, entitled “Bulk regulations applicable to Waterfront Development Zone” is hereby amended as follows:

§ 223-41.7 Bulk regulations applicable to Waterfront Development Zone.

A. Minimum site size: five acres.

B. Maximum height.

(1) Area north of West Main Street (see illustration [1]): Average of four stories of residential/mixed use over parking. Height may not exceed average of 75 feet from average ground level of the existing Metro-North parking.

[1] Editor's Note: Said illustration is included as an attachment to this chapter.

(2) Area south of Light Industry (LI) zone (see illustration [2]): Average of three stories of residential/mixed use over parking. Height may not exceed average of 32 feet at Beekman Street, nor more than average of 70 feet above the average ground level of the existing Metro-North parking.

[2] Editor's Note: Said illustration is included as an attachment to this chapter.

(3) The illustrations of height attached in this subsection shall not be exceeded so that the public views to the east are adequately protected.

~~C. Maximum floor area ratio (excluding parking):~~

~~(1) Area north of West Main Street: 3.0.~~

~~(2) Area south of Light Industry (LI) zone: 2.0.~~

~~D~~ C. Minimum open space: 15% of the site area, 10% of which must be publicly accessible.

Section 21. Chapter 223 of the Code of the City of Beacon, Article IVC, Fishkill Creek Development (FCD) District, Section 41.12, entitled “Purposes,” is hereby amended as follows:

§ 223-41.12 Purposes.

Purposes of the Fishkill Creek Development (FCD) District are to:

- A. Encourage the development and/or redevelopment of undeveloped or underutilized industrial properties along the Fishkill Creek in a manner that provides a mix of residential and nonresidential uses. Properties in this category are generally more remote from the Central ~~Business~~ Main Street District, but offer larger sites for a flexible range of compatible nonresidential uses.
- B. Establish and preserve open space corridors along Fishkill Creek and the Hudson River, and seek open space linkages to the large areas of open space in the Hudson Highlands on the slopes of Mount Beacon.
- C. Continue to develop greenways along the Hudson River and Fishkill Creek for public recreation, and provide linkages to trails towards the Hudson Highlands and the slopes of Mount Beacon. Improve boat access to Fishkill Creek and the Hudson River. Determine the future use of the railroad tracks along Fishkill Creek for vehicles capable of utilizing the tracks or for a bicycle and pedestrian path, and implement the decision.

Section 22. Chapter 223 of the Code of the City of Beacon, Article IVC, Fishkill Creek Development (FCD) District, Section 41.13, entitled “Uses; plan review; design standards,” Subsections B, C, and I(7) are hereby amended as follows:

§ 223-41.13 Uses; plan review; design standards.

...

B. Principal uses permitted. A Fishkill Creek development may be a single use, or a mixed use which incorporates various permitted land use elements as part of a comprehensive development plan. These elements may include:

- (1) Apartment, attached ~~and~~ or multifamily dwellings.
- (2) Artist live/work spaces, artist studios ~~and~~ or workshops of artisans.
- (3) Bed-and-breakfast establishments ~~and~~ or inns.
- (4) Spas, fitness centers~~s~~, noncommercial swimming pools~~s~~, exercise studios~~s~~, day-care centers~~s~~, ~~and~~ or similar uses as determined by resolution of the City Council. Such uses shall be permitted in buildings that face a streets.
- (5) Restaurants, bar, brew pub, and or other eating and drinking establishments. Such restaurants and other eating and drinking establishments shall be permitted in buildings that face a streets. No such individual ~~restaurant~~ use shall contain more than 5,000 square feet of gross floor area.
- (6) Professional and business offices~~s~~ in buildings that face a streets.
- (7) Galleries~~y~~, exhibit spaces ~~and~~ or museums.
- (8) Community facilities~~y~~ that complements residential and commercial uses~~s~~, such as a public or semipublic performance and cultural centers~~s~~, live theaters~~s~~, concert halls~~s~~, meeting rooms suitable for social, civic, cultural or education activities, bandshells~~s~~, kiosks ~~and~~ or gazebos.
- (9) Assembly, manufacturing, workshop, and or other light industrial uses~~s~~, as determined by the City Council, in a fully enclosed buildings~~s~~ and not including any form of outdoor storage.
- (10) Day care center.
- (11) Trade school or training program, college, private school, or nursery school.
- (12) ~~(10)~~ Other nonresidential uses~~s~~ similar to the above uses as determined by resolution of the City Council.

C. Permitted accessory uses. Permitted accessory uses may include:

- (1) Uses which are clearly incidental to, and customarily found in connection with, the permitted principal uses. Exterior display of goods on special event days/weeks may be permitted, subject to the issuance of a permit by the City. Exterior storage is not allowed. Outdoor seating for restaurants and pedestrian-oriented accessory uses, such as flower, food or drink stands, are permitted.
- (2) Parking and bicycle facilities~~y~~, including parking structures~~s~~.
- (3) Solar collector, roof garden, or greenhouse.

...

I. Fishkill Creek Development design standards.

- (7) Lighting. A comprehensive lighting plan with photometric measurements and fixture specifications shall be submitted for the project. Streets, drives, walks and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use.
- (a) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in parking lots shall be a maximum of 20 feet high.
- (b) ~~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. All exterior lighting shall comply with the standards in §223-14B.~~

Section 23. Chapter 223 of Code of the City of Beacon, Article IVD, Central Main Street (CMS) District, Section 41.18, entitled “Regulations,” Subsections A, B, C, G(1), J(13), J(16) are hereby amended as follows:

§ 223-41.18 Regulations.

A. Uses by right. The uses listed below are permitted by right in the CMS District, in the manner and under the conditions specified below. Unless otherwise indicated in this § 223-41.18, all such uses require site plan review and approval. Site plan review shall not be required for a change of use in an existing building where the new use is allowed by right, the building will not be expanded, and the minimum number of off-street parking spaces required for the new use in § 223-41.18G(2) is not more than 25% greater than the requirement for the existing use in § 223-26F herein.

- (1) Apartments, provided that for parcels fronting on Main Street or East Main Street they shall only be located on upper stories or at least 50 feet behind the facade in the rear portion of a ground floor. ~~The nonconforming residential uses on Main Street in § 223-10H shall not apply in the CMS District.~~
- (2) ~~One-family, two-family, attached, and~~ Multifamily dwellings, provided that for parcels fronting on Main Street or East Main Street such uses are not permitted on the ground floor in the first 50 feet from the facade.
- (3) Hotel, subject to § 223- ~~20 14.1; or~~ inn, ~~or bed and breakfast establishment, subject to § 223-24.4.~~
- (4) Offices of any kind, including professional, medical, business, ~~and~~ banks or other financial institutions.
- (5) Artist studio.
- (6) Art gallery or exhibit space.
- (7) Restaurant, coffee house, brew pub, bar, and or other establishments that serves food with or without alcoholic beverages, ~~and are not a bar.~~

~~(8) Food preparation business.~~

~~(8) (9) Retail and or personal services.~~

~~(10) Funeral home.~~

~~(11) Off-street parking facilities, provided that they are set back at least 40 feet from the Main Street or East Main Street property line and screened from the street by buildings and/or landscaping.~~

~~(12) Public garage, as defined in this chapter, without motor vehicle repair, vehicle sales, or fuel sales, provided that it is set back at least 40 feet and screened from the street by buildings and/or landscaping.~~

~~(9) (13) School, public or not-for-profit educational institution, college or university, trade or vocational school, job placement or training program, continuing education program or instructional school such as karate school, dance school or studio, language school or vehicular driving school, but not an elementary or nursery school.~~

~~(10) (14) Indoor commercial recreation.~~

~~(11) (15) Park, plaza, green, preserve, or community garden, and other forms of outdoor plant cultivation.~~

~~(12) (16) Artist live/work space subject to § 223-24.3, provided that they may only be located on upper stories or at least 50 feet behind the facade, in the rear portion of a ground floor, along Main Street or East Main Street, unless the space in the 50 feet behind the facade is used for the retail sale of the artist's wares.~~

~~(13) (17) Theater, museum, library, concert hall and other music venues, and other similar kinds of cultural facilities.~~

~~(18) Auction gallery.~~

~~(19) Wireless telecommunications services facilities, provided that they are consistent with § 223-24.5 and, if mounted on a building, they do not increase its height by more than 15 feet above applicable height limits.~~

~~(15) (20) Government facilities, including buildings, structures and uses owned or operated by the City of Beacon or any department or agency thereof.~~

~~(16) (21) Spa, health club, gym, yoga and pilates studio, and similar kinds of fitness centers.~~

~~(17) (22) Microbrewery or microdistillery, which has a retail or tasting room component of at least 200 square feet of floor area.~~

~~(23) Retail sales from a truck or trailer, subject to § 223-26.3.~~

~~(18) (24) Workshop for the making or repair of clocks, watches, jewelry, musical instruments or similar artisan workshops, having a retail component of at least 200 square feet.~~

~~(25) Tattoo parlor, subject to § 223-26.2.~~

~~(19) (26)~~ Club, civic or fraternal, subject to § 223-24.2, provided that for parcels fronting on Main Street or East Main Street such uses are not permitted on the ground floor in the first 50 feet from the facade.

B. Uses by special permit.

(1) The following uses are allowed by special permit from the City Council or Planning Board as indicated in §223-17, upon a finding that the proposed use is consistent with the City of Beacon Comprehensive Plan Update, will enhance the architectural character of the street and will benefit the urban, pedestrian-friendly qualities of Main Street and East Main Street, and that the conditions and standards in § 223-18B(1)(a) through ~~(d) (f)~~ have been met:

~~(a) Food preparation business. A public garage, as defined in this chapter, containing facilities used for repair of motor vehicles, but not for the sales of motor fuel. Such repair facilities shall not front on or be visible from Main Street or East Main Street.~~

~~(b) Off-street parking lot or parking structure as principal uses, in accordance with § 223-41.18G. A bar in which the primary product is alcoholic beverages and food service is incidental. Any establishment that serves alcoholic beverages and is open later than 1:00 a.m. on any night shall be presumed to be a bar for purposes of this section.~~

~~(c) Wireless telecommunications facilities, subject to §223-24.5 and §223-26.4, provided that if mounted on a building, it does not increase its height by more than 15 feet above applicable height limits.~~

~~(d) Historic District or Landmark Overlay use, subject to §223-24.7.~~

(2) In considering the appropriateness of the proposed use, the City Council or Planning Board shall consider impacts on shadows, traffic, and parking and may impose traffic and parking mitigation measures. When making a decision on a special permit, the City Council or Planning Board shall follow the regulations in § 223-18 of this chapter.

C. Accessory uses. The following are permitted accessory uses in the CMS District:

(1) Any accessory building or use customarily incident to a permitted use, except outside storage.

(2) Signs, in accordance with the provisions of § 223-15, as applicable.

(3) Off-street parking areas or parking structure, in accordance with § 223-41.18G.

(4) Exterior lighting, in accordance with the provisions of § 223-41.18J(13) and § 223-14B.

(5) Home occupation, subject to § 223-17.1.

(6) Roof garden or solar collector.

(7) Greenhouse.

...

G. Parking location and quantity.

- (1) All off-street parking shall be located behind, under the ground floor, or to the side of a building. If on the side, the parking area shall be located at least 40 feet from the Main Street or East Main Street property line and be screened by a low brick or stone wall, hedge, ornamental fence, and/or other landscaping that maintains the continuity of the street wall in compliance with frontage occupancy requirements, and that screens parked cars from view from the street. A ~~public garage~~ parking structure shall have a storefront "liner building" at least 40 feet deep and one story high between the parking structure and the main street, but may have a zero-foot setback on the upper floors of the parking structure (over the storefront) and along any street that intersects the main street. Parking areas fronting on side streets shall have a minimum setback of five feet in which ornamental and/or buffer landscaping is planted.
- (2) The minimum quantity of required on-site parking spaces shall be as follows:
 - (a) Residential: one space per unit.
 - (b) Office and nonretail commercial: two spaces per 1,000 square feet of floor area.
 - (c) Retail commercial and personal services: two spaces per 1,000 square feet of floor area.
 - (d) Other uses: as determined to be appropriate by the Planning Board in the course of site plan review, or in the case of a new use where site plan review is not required under § 223-41.18A, as determined by the Building Inspector in consultation with the City Planner.
- (3) The requirements in Subsection G(2) above may be modified by the Planning Board, in its discretion, based upon information submitted by the applicant or otherwise made available in the public record, demonstrating one or more of the following:
 - (a) That the projected operational characteristics of the proposed use require a different amount of parking.
 - (b) That adequate shared parking, contractually obligated for the duration of the proposed use, is available within 500 feet of the site and within the CMS or ~~PB~~ T Districts.
 - (c) That the applicant has provided sufficient bicycle parking to reduce anticipated vehicular travel demand.
 - (d) That there is sufficient public parking available within 800 feet of the site and within the CMS or ~~PB~~ T Districts to meet foreseeable parking needs of the proposed use and surrounding uses for the duration of the proposed use.
 - (e) That the applicant will voluntarily dedicate land for public parking on site or will acquire land by purchase or long-term lease (for the duration of the proposed use) within 800 feet of the site and within the CMS or ~~PB~~ T Districts and voluntarily dedicate such land to the

City for public parking.

- (f) That a professional parking study of the proposed use and the surrounding area demonstrates that a different amount of parking would be appropriate for the use in its particular location and/or that existing and/or proposed off-site parking is sufficient.
- (4) For lots of 8,000 square feet or less, where the provision of on-site parking is infeasible, the Planning Board may waive all parking requirements, provided that the total floor area of the building is no greater than 5,000 square feet.
- (5) Section 223-26B of this chapter shall apply in the CMS District.

...

J. Design standards

...

- (13) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear 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 prevent any lighting above 500 lumens that directly projects above the horizontal level into the night sky with full cut-off fixtures. All exterior lighting shall comply with the standards in §223-14B.~~

...

- (16) The following Figure 18-7 provides annotated photographs to illustrate design standards in this section:

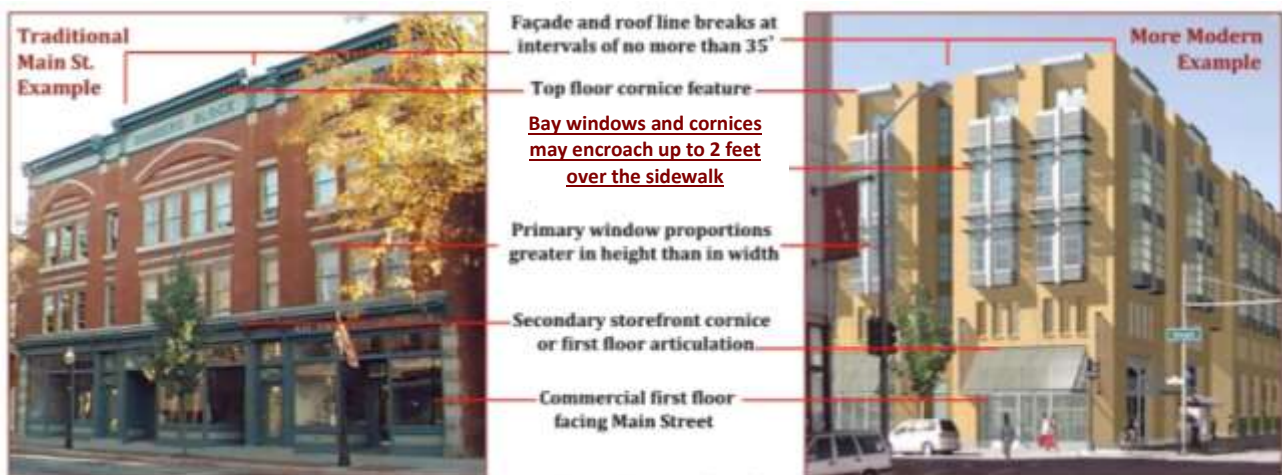


Figure 18-7: Design Illustrations

Bay windows, balconies, and open porches cornices may encroach up to 4' 2 feet over the sidewalk

...

Section 24. Chapter 223 of the Code of the City of Beacon, Article IVE, Linkage District (L), Section 41.19, entitled “Purpose” is hereby amended as follows:

§ 223-41.19 Purpose.

The purpose of this Article IVE is to increase the vitality, attractiveness and marketability of the part of the City of Beacon lying between Main Street and the Metro North Train Station (the "Linkage District") by providing more residential development along with flexibility of land use, while enhancing urban form as recommended in the City of Beacon Comprehensive Plan adopted on December 17, 2007 and the Comprehensive Plan Update adopted on April 3, 2017. This article is intended to encourage residential development to help support Main Street businesses and to create a vibrant, economically successful, walkable, and environmentally sustainable connection between Beacon's Central ~~Business~~ Main Street District and the train station and riverfront. It is intended to implement the general intent of the plan entitled "Connecting Beacon's Main Street with the Hudson River and Railroad Station," dated March 6, 2007 (hereinafter the "Linkage Plan"), prepared by the Dutchess County Department of Planning and Development and contained in the Appendix of the Comprehensive Plan (see Figure 21-21).[1] This article is also intended to provide a simplified and streamlined review process that facilitates redevelopment in accordance with its provisions and the intent of the Comprehensive Plan. [1] Editor's Note: See § 223-41.21L.

Section 25. Chapter 223 of the Code of the City of Beacon, Article IVE, Linkage District (L), Section 41.21, entitled “Regulations,” Subsections A, B, B.1, H and K(12) are hereby amended as follows:

§ 223-41.21 Regulations.

A. Uses by right. Uses listed below in this Subsection A are permitted by right subject to site plan review, except as otherwise noted, ~~to be conducted in an expedited fashion pursuant to Subsection H below in this §223-41.21~~. Site plan review shall not be required for a change of use in an existing building where the new use is allowed by right, the building will not be expanded, and the minimum number of off-street parking spaces required for the new use in § 223-41.21F(2) is not more than 25% greater than the requirement for the existing use in § 223-26F herein. The following uses are allowed by right subject to ~~site plan review~~ a requirement that the first floor shall have a commercial or other non-residential use or uses for the entire building frontage facing the north side of Beekman Street between Route 9D and West Main Street, facing the north side of West Main Street between Beekman Street and River Street, or if the parcel is within 400 feet to the Route 9D–Beekman Street intersection:

- (1) Multifamily dwelling ~~Two-family dwelling~~.
- (2) Attached or semidetached dwelling units.
- (3) Apartment building.
- (4) Inn.

- (5) Bed-and-breakfast establishment.
- (6) Artist studio, art gallery, or exhibit space.
- (7) Hotel.
- (8) Park, plaza, green, preserve, or community garden, ~~greenhouse and commercial plant cultivation.~~
- (9) Retail, personal services business, bank, or restaurant, coffee house, bar, brew pub or other establishment that serves food, with or without alcoholic beverages, provided that:

(a) The floor area of each such establishment is not greater than 5,000 square feet;

(b) The parcel is within 400 feet of the Route 9D-Beekman Street intersection, located along the north side of Beekman Street between Route 9D and West Main Street, or located along the north side of West Main Street between Beekman Street and River Street, as identified on the Zoning Map;

~~(Reserved)[1][1] Editor's Note: Former Subsection A(9), Home occupation, was repealed 7-21-2014 by L.L. No. 11-2014.~~

- (10) Office, trade school, training program, microbrewery, or microdistillery, provided that:

(a) The total floor area of each such establishment is no greater than 25,000 square feet;

(b) The parcel is within 400 feet of the Route 9D-Beekman Street intersection, located along the north side of Beekman Street between Route 9D and West Main Street, or located along the north side of West Main Street between Beekman Street and River Street, as identified on the Zoning Map;

~~Wireless telecommunications services facilities, provided that they are mounted on a building and do not increase its height by more than 15 feet above applicable height limits and are consistent with § 223-24.5.~~

- (11) Government facilities, including buildings, structures and uses owned or operated by the City of Beacon or any department or agency thereof.

- (12) Day care center.

- (13) Museum, theater, concert or conference space.

- (14) College, university, private school, or nursery school.

- (15) Workshop.

- (16) Artist live/work space.

- (17) Spa, fitness center, or exercise studio.

B. Uses by special permit.

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(1) The following uses are allowed in existing buildings as permitted uses. For newly constructed buildings, the following uses are allowed by special permit from the Planning Board, upon a finding that the proposed use is consistent with the City of Beacon Comprehensive Plan, will enhance the architectural character of the street, and will contribute to creating a more urban, pedestrian-friendly quality in the L District, and that the conditions and standards in § 223-18 B(1)(a) through ~~(d)~~ (f) have been met:

~~(a) Retail, personal services business, or restaurant, coffee house, retail sales from trucks or trailers in accordance with § 223-26.3 or other establishment that serves food, with or without alcoholic beverages, provided that:~~

~~[1] The floor area of each such establishment is not greater than 5,000 square feet;~~

~~[2] The use is within 400 feet of the Route 9D-Beekman Street intersection, as identified on the Zoning Map, or located along the north side of West Main Street between Beekman Street and River Street; and~~

~~[3] The Planning Board finds that there are no substantial detrimental effects on parking, traffic or on the character of surrounding neighborhoods or the community.~~

(a) (b) Office and m~~Manufacturing uses, including but not limited to microbreweries, microdistilleries, wineries and other~~ or food preparation businesses, with or without tasting rooms, that may also sell goods made on the site for consumption off the premises, provided that:

[1] The total ~~office or~~ manufacturing or food preparation business floor area of the building is no greater than 25,000 square feet;

[2] ~~The use is on West Main Street or the use is within 400 feet of the Route 9D-Beekman Street intersection, as identified on the Zoning Map; The parcel is within 400 feet of the Route 9D-Beekman Street intersection, located along the north side of Beekman Street between Route 9D and West Main Street, or located along the north side of West Main Street between Beekman Street and River Street, as identified on the Zoning Map; and~~

[3] The Planning Board finds that there are no substantial detrimental effects on parking, traffic or on the character of surrounding neighborhoods or the community.

(b) Wireless telecommunications services facility, subject to §223-24.5 and §223-26.4, provided that if mounted on a building, it does not increase the height by more than 15 feet above applicable height limits.

(c) Historic District and Landmark Overlay use, subject to §23-24.7.

(2) In considering the appropriateness of the proposed use, the Planning Board shall consider impacts on shadows, traffic, and parking and may impose traffic and parking mitigation measures, including but not limited to provision of pedestrian walkways and stairways on site. ~~When making a decision on a special permit, the Planning Board shall follow the procedures indicated in § 223-41.21H(2) of this chapter.~~

B.1. Accessory uses. The following are permitted accessory uses in the L District:

- (1) Any accessory building or use customarily incident to a permitted use, except outside storage.
- (2) Signs, in accordance with the provisions of § 223-15, as applicable.
- (3) Off-street parking areas, in accordance with § 223-41.21F.
- (4) Exterior lighting, in accordance with the provisions of § 223-41.21K(12) and § 223-14B.
- (5) Parking structure ~~Home occupation, site plan review not required.~~
- (6) Roof garden or solar collector, site plan review not required.
- (7) Greenhouse.

H. ~~(Reserved) Site plan review/special permit procedures and criteria.~~

~~(1) In order to ensure an expedited review of site plans, this article contains a streamlined site plan review procedure for any proposed building or group buildings with 10,000 square feet or less in footprint area, as follows:~~

~~(a) The applicant shall meet with the Building Inspector, who shall provide a site plan application and instruction sheet describing the requirements for site plan approval and who may recommend that the applicant have a preapplication meeting with the Planning Board to determine application submission requirements.~~

~~(b) The applicant shall prepare a site plan with sufficient information for the Planning Board to determine whether or not it complies with the provisions of this article and is consistent with the general intent of the Linkage Plan.~~

~~(c) If no special permit is required, the applicant shall then meet with the Planning Board to discuss the proposal. No public hearing will be required, unless the Planning Board determines that the proposal may have substantial detrimental effects or may cause public controversy.~~

~~(d) Within 45 days after such meeting, or if there is a public hearing, within 45 days after the closing of the public hearing, the Planning Board shall issue an approval, approval with modifications, or denial of the application, stating the reasons for any modifications or denial. The Planning Board shall also issue a required schedule for initiation and completion of the project. Such approval shall lapse within two years if the applicant does not diligently pursue construction of the project, unless the applicant requests an extension, which may only be granted for good cause by the Planning Board.~~

~~(2) For projects with over 20,000 square feet in building footprint area, or projects that require a special permit, the applicant shall follow the procedures in §§ 223-18 and 223-25, except that the Planning Board shall take the place of the City Council in § 223-18. Such applications shall comply with those sections to the extent that such sections do not contain standards that conflict with this article. In case of a conflict, this article shall control.~~

~~(3) The Planning Board may require a performance guarantee for the construction of public improvements in connection with any project of 10,000 square feet or more in floor area.~~

~~(4) After completion of construction for a new building, the applicant shall submit as-built plans to the Building Inspector showing the exact location of all site alterations and construction.~~

K. Design standards.

(12) Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots shall be a maximum of 20 feet high. ~~Lighting shall be energy efficient, have full spectrum color quality, and shall prevent any lighting above 60 watts that directly projects above the horizontal level into the night sky.~~ All exterior lighting shall comply with the standards in §223-14B.

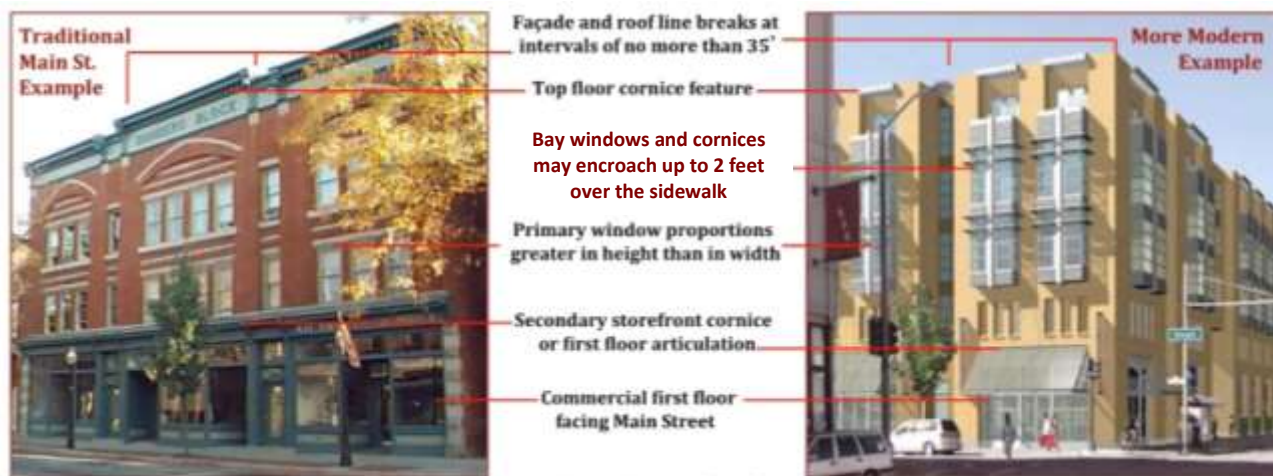


Figure 21-18: Design Standards

Examples A

Bay windows, balconies, and open porches cornices may encroach up to 4' 2 feet over the sidewalk

Section 26. Chapter 223 of the Code of the City of Beacon, Article VI, Definitions and Word Usage, Section 63, entitled “Definitions” is hereby amended to add or amend the following definitions

§223-63 Definitions

ACCESSORY APARTMENT

A small rental housing unit, subject to the conditions in §223-24.1, allowed on single-family properties in residential districts and designed to meet the special housing needs of single persons, couples, other small households, the young, the elderly, persons of low and moderate income, or property owner relatives.

AMUSEMENT CENTER

Any place in which there are maintained or operated for the patronage or recreation of the public three or more coin-, token- or otherwise controlled amusement devices of any description, including but not

necessarily limited to the types commonly known as video, gaming, pinball, baseball and football amusement games, where the use of such devices is a primary use of the premises.

ANIMAL CARE FACILITY

A facility used to temporarily house or give health care to domesticated household animals, such as cats and dogs, which is devoted to the welfare, protection, and humane treatment of animals. An animal care facility may or may not contain outdoor exercise areas or boarding kennels, as determined in the special permit review process under §223-18.

ARTIST STUDIO

The working and/or teaching space for one or more painters, print makers, photographers, jewelry makers, sculptors or artisans working with paper, ceramics, clay and/or other fine art or craft materials, persons working in the graphic or computer arts, or performing artists such as musicians, dancers or theater artists. Tattoo applicers, body piercers and similar businesses shall not be considered artists for the purposes of this definition. An artist studio as an accessory use is considered a home occupation, subject to §223-17.1. See also “Home Occupation”

AUCTION GALLERY

An establishment for the sale of goods or property to the highest bidder.

BANK

An establishment in which financial transactions are conducted and may include professionals administering advice related to financial matters.

CONCERT HALL

A building or part thereof devoted to the showing of live theatrical, musical, dance, or other performances.

CONFERENCE CENTER OR CONFERENCE SPACE

A facility used for business meetings, cultural, educational, or professional programs, conferences, retreats, and seminars, which may have accommodations for eating and recreation.

DAY CARE CENTER

A program or facility, which is not a residence, in which child day care is provided to more than six children for more than three hours but less than 24 hours per day per child for compensation or otherwise, as certified under the laws of the State of New York.

DWELLING UNIT, ONE-FAMILY

A dwelling containing one dwelling unit only, not to include house trailer or mobile home.

DWELLING UNIT, ATTACHED

A dwelling unit having common walls with two or more other dwelling units. See also “Townhouse.”

FAÇADE OR FRONT WALL

The front wall of a building ~~is the wall~~ nearest to and facing the street on which the lot fronts.

FARM

Land and on-farm buildings, equipment and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise. For the purposes of this chapter, a “farm” specifically excludes the display of farm products for sale, on-site advertising, and the raising of animals for fur-bearing purposes.

HOME OFFICE, PROFESSIONAL

Home office of a properly certified physician; psychologist; physical, occupational or speech therapist; licensed social worker; dentist; lawyer; engineer; architect; accountant; teacher or other similar professional person, when conducted entirely within a dwelling by the residents thereof, at least one of whom is said professional person, provided that no more than two nonresident persons are employed therein, and where there is no external evidence of such office, except for a sign and off-street parking facilities as respectively permitted and required in this chapter. A home professional office shall be clearly incidental and secondary to the use of the residence for dwelling purposes and shall be regulated in accordance with the requirements of §223-17.1 of this chapter. See also “Home Occupation”

HORTICULTURAL NURSERY

Any place used as a garden for the open cultivation and growing of trees, shrubs and other plants, including the replanting of said plants grown at places other than the nursery.

LOT WIDTH

The mean horizontal distance between the side lot lines, measured at right angles to the lot depth.

OFFICE

A building or part thereof used primarily for the conduct of business relating to administrative, clerical, financial, social services, or consulting, as well as medical, dental, veterinarian, and other professional or client services not related to retail sales.

PARKING STRUCTURE

A multi-level structure for the parking of vehicles, conducted as a business or to serve a business or district.

SOLAR COLLECTOR

See Article X, §223-81.

STORAGE BUSINESS

A fully enclosed structure for the containment of materials, including warehouses and residential storage facilities with individual bays that are leased for the storage of personal property.

STRUCTURE

Anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground. Structures include accessory buildings, decks, swimming pools, and tennis courts, but sidewalks, ground-level parking lots, driveways, and patios are not considered structures.

THEATER

A building or part thereof devoted to the showing of films, live theatrical, musical, dance, or other performances.

TOWNHOUSE

A one-family dwelling attached in a row of at least three such units with each home having its own front and rear access to the outside. See also “Dwelling Unit, Attached.”

TRADE SCHOOL OR TRAINING PROGRAM

A facility offering educational services designed to give students the skills to prepare them for a specific occupation. Also referred to as a vocational school or technical school.

WHOLESALE BUSINESS

An enclosed place of business primarily engaged in sales, storage, display, and distribution of merchandise to retailers, industrial users, institutional uses, or other commercial businesses, including a warehouse, but not to include auto wrecking yards, junkyards, or outdoor storage of materials, unless outdoor storage of materials is specifically permitted as an accessory use in the district.

WORKSHOP

Work places, including retail sales, for carpenters, plumbers, cabinetmakers, upholsters, electricians, printers, tailors, dressmakers, shoemakers, jewelers, sculptors, watch and clockmakers, opticians and musical or scientific instrument repairers, or shops which employ similarly skilled persons.

Section 27. Chapter 223 of the Code of the City of Beacon, Article VII, Miscellaneous Provisions, Section 67, entitled “Referral of Proposals to Dutchess County Planning Department” is hereby amended as follows:

§ 223-67 Referral of proposals to Dutchess County Planning Department.

At least 30 days prior to the public hearing at which ~~such amendment~~ a proposal is to be considered, the ~~Town Board approving authority~~, in accordance with the provisions of Article 12-B, §§ 239-l and 239-m of the General Municipal Laws, as amended, shall refer to the Dutchess County Planning Department all proposals a zoning amendment to the code or map, site plan, special permit, area or use variance, comprehensive plan, or other authorization under the zoning provisions applying to affecting real property ~~abutting~~ within 500 feet of the following:

- A. The boundary of any existing or proposed state or county park or recreation area.
- B. The right-of-way of any existing or proposed county or state road, highway, parkway or expressway.
- C. The existing or proposed right-of-way of any stream or drainage channel owned by the county or for which the county has established channel lines.
- D. The existing or proposed boundary of any county- or state-owned land on which a public building or institution is located.
- E. The boundary of a farm operation located in an agricultural district, as defined by article twenty-five-AA of the agriculture and markets law, except this subparagraph shall not apply to the granting of area variances.
- F. The boundary of any city, village or town.

Section 28. Chapter 223 of the Code of the City of Beacon, Article IX, Scenic Roads, Section 71, entitled “Authority” is hereby amended as follows:

§ 223-71 Authority.

Pursuant to the authority granted by Municipal Home Rule Law, Article 2, § 10 of the Consolidated Laws of New York and consistent with the goals of the ~~1974 Development Plan~~ 2017 Comprehensive Plan Update, as amended, the City of Beacon hereby provides for the balancing of traditional matters of common convenience and public safety with designation of City roads as scenic roads. Further, in order to maintain the irreplaceable character and aesthetic and historic features and the scenic nature of roads so designated, the City of Beacon is authorized to regulate, in accordance with this article, the future alterations for improvements of roads so designated, including but not limited to widening of the right-of-way or of the traveled portions of the road, paving, changes of grade, straightening, removal of stone walls and removal of mature trees.

Section 29. Chapter 223 of the Code of the City of Beacon, Article X, Solar Collectors and Installations, §223-82, entitled “Permitting and placement requirements,” Subsection A(2) is hereby amended as follows

§ 223-82 Permitting and placement requirements.

A. Rooftop and building-mounted solar collectors are permitted in all zoning districts in the City, subject to the following requirements.

...

(2) Any height limitations provided in the City Code shall not be applicable to solar collectors except for the restrictions provided for in the Central Main Street District § 223-41.18E(6) and (7) ~~D(7) and (8)~~ and the Linkage District § 223-41.21D(5). Solar collectors shall be erected only to such height as reasonably necessary to accomplish the purpose for which they are intended to serve, but in no case shall the maximum height of a panel in a tilted position exceed two feet above the surface of the roof, unless in a nonresidential district, and such structures shall not obstruct solar access to neighboring properties.

...

Section 30. Chapter 223 Attachments 1 and 2 of the Code of the City of Beacon, entitled “Schedule of Regulations for Residential Districts” and “Schedule of Regulations for Nonresidential Districts” as set forth at the end of Chapter 223 are hereby deleted in their entirety.

Section 31. Chapter 223 Attachment 1 Code of the City of Beacon, entitled “Section 223-17, City of Beacon Schedule of Use Regulations” shall be adopted as follows and as set forth at the end of Chapter 223.

SEE ATTACHED CHART

Section 32. Chapter 223 Attachment 1 Code of the City of Beacon, entitled “Section 223-17, Schedule of Dimensional Regulations” shall be adopted as follows and as set forth at the end of Chapter 223.

SEE ATTACHED CHART

Section 33. Chapter 210 of the Code of the City of Beacon, Vehicle Repair and Sales, §210-2, entitled “Motor vehicle repair shops, body shops and detail shops; gasoline filling stations,” Subsection B is hereby amended as follows

§ 210-2 Motor vehicle repair shops, body shops and detail shops; gasoline filling stations.

...

B. Within ~~an LB Local Business or CB Central Business~~ the GB General Business District, gasoline filling stations shall comply with the following additional standards and requirements:

- (1) The site for each gasoline filling station shall have a street frontage of at least 100 feet and an area of at least 10,000 square feet.
- (2) No new gasoline filling station shall be permitted to locate within 750 feet of any portion of an existing gasoline filling station.
- (3) Along all property boundaries adjoining streets, a continuous landscaped area shall be maintained, except where interrupted by permitted access drives. The City Council may, in approving the issuance of a special use permit, require such other additional landscaping and screening as set forth above as, in its opinion, may be necessary or appropriate for the proper development of the particular site.

Section 34. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapters 223 and 210 of the City of Beacon is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

Section 35. 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 36. 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 37. Effective Date

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

LOCAL LAW NO. ____ OF 2020

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW AMENDING THE ZONING MAP OF
THE CITY OF BEACON**

A LOCAL LAW to amend the
Zoning Map of the City of
Beacon.

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

Section 1. Intent. The City Council believes that it is reasonable and appropriate to rezone certain areas in the central downtown business district and along Fishkill Creek in a manner that is not inconsistent with the City's Comprehensive Plan and provides for more efficient zoning boundaries. This local law is determined to be an exercise of the police powers of the City to protect the public health, safety and welfare of its residents.

Section 2. The zoning of the parcels listed below is hereby changed from the Existing Zoning District to the New Zoning District as shown in the table and as shown in Figure 1 annexed hereto:

Tax Parcel Number	Subject Property Address	Owner's Name and Address	Existing Zoning District	New Zoning District
p/o 6054-29- 056780 (See Fig. 1 - portion of lot fronting on South Street)	Main Street Beacon, NY 12508	McDermott Properties 48 Foxboro Rd Essex CT 06840	PB	T

p/o 6054-29-086757 (See Fig. 1- portion of lot fronting on South Street)	Main Street, Beacon, NY 12508	Qualamar Corporation PO Box 4292 New Windsor NY 12553	PB	T
6054-29-082764	28 South St, Beacon, NY 12508	Ross J. Beeley America Olivo Campbell Rebecca A. Engle 25 Rombout Avenue Beacon, NY 12508	PB	T
6054-29-079768	32 South St, Beacon, NY 12508	Jennifer Rossa 425 Prospect Pl Brooklyn, NY 11238	PB	T
6054-29-075770	34 South St, Beacon NY 12508	Neil Vaughn Erika M Foy 432 Main Street Beacon NY 12508	PB	T
p/o 6054-29-068768 (See Fig. 1- portion of lot fronting on South Street)	432 Main Street, Beacon, NY 12508	Neil Vaughn 432 Main Street Beacon, NY 12508	PB	T
p/o 6054-29-062771 (See. Fig. 1-portion of lot fronting on South Street)	422-428 Main Street, Beacon, NY 12508	Beacon Main Real Estate Group 8 Bellford Lane Beacon, NY 12508	PB	T
6054-29-063780	48 South Street Beacon NY 12508	John WH Dacey Holly R Sumner 48 South Street Beacon, NY 12508	PB	T
6054-29-049789	Schenck Avenue Beacon, NY 12508	JP Morgan Chase Bank Natl Assn. PO Box 810490 Dallas TX 75381	PB	T

6054-29-054793	12 Schenck Avenue Beacon, NY 12508	George E Buckley Dolores M Way Howard E Way 12 Schenck Avenue Beacon, NY 12508	PB	T
6054-29-041801	152 Fishkill Avenue Beacon, NY 12508	152-158 Fishkill Avenue LLC 316 Main St Poughkeepsie NY 12601	PB	T
6054-29-042814	158 Fishkill Avenue Beacon, NY 12508	152-158 Fishkill Avenue LLC 316 Main St Poughkeepsie NY 12601	PB	T
6054-29-026830	163 Fishkill Avenue Beacon, NY 12508	James Vivian Melissa L. Vivian 163 Fishkill Avenue Beacon NY 12508	PB	T
6054-29-024827	159 Fishkill Avenue Beacon, NY 12508	Kimberly L. Garcia James J. Halstead 159 Fishkill Avenue Beacon NY 12508	PB	T
6054-29-007841	23 Eliza Street Beacon, NY 12508	John C. Thom Tara E. Thom 82 Sunrise Hill Rd Fishkill NY 12524	PB	T
6054-29-004836	Eliza Street Beacon, NY 12508	O'Donnell Construction Corp. PO Box 526 Fishkill NY 12524	PB	T
5954-36-958873	Church Street Beacon, NY 12508	59 Church Street Development PO Box 390 Beacon, NY 12508	PB	T
5954-36-951861	12 N. Chestnut Street Beacon, NY 12508	Suzanne McElduff Judith Keating 232 S. Smith Street LaGrangeville, NY 12540	PB	T

5954-36-954865	14 N. Chestnut Street Beacon, NY 12508	Pamela S. Koeber-Diebboll 14 N. Chestnut Street Beacon, NY 12508	PB	T
5954-28-951876	Church Street Beacon, NY 12508	Joseph Neville Joan Ehrenberg 91 Rombout Avenue Beacon, NY 12508	PB	T
5954-28-943881	N. Cedar Street Beacon, NY 12508	Cervone Realty LLC 111 N Walnut Street Beacon, NY	PB	T
5954-28-943875	10 N. Cedar Street Beacon, NY 12508	Aaron T. Kettry Rebecca L. Eaton 10 N. Cedar Street Beacon, NY 12508	PB	T
5954-36-938872	8 N. Cedar Street Beacon, NY 12508	Anthony Risicato 8 N. Cedar Street Beacon, NY 12508	PB	T
5954-28-938892	15 N. Cedar Street Beacon, NY 12508	Thomas W. Hoyt 15 N. Cedar Street Beacon, NY 12508	PB	T
5954-28-933886	11 N. Cedar Street Beacon, NY 12508	Eileen Ohare 11 N. Cedar Street Beacon, NY 12508	PB	T
5954-28-930881	7 N. Cedar Street Beacon, NY 12508	Lydia Panko LT Treanor Luba RM TR Weidler Nina Panko RM TR Keating Peter RM TR Panko 7 N. Cedar Street Beacon, NY 12508	PB	T
5954-28-931894	Church Street Beacon, NY 12508	Movil Development Corp. 284 Main Street Beacon, NY 12508	PB	T
5954-28-929896	43 Church Street Beacon, NY 12508	Dolores Hughes 43 Church Street Beacon, NY 12508	PB	T
5954-28-926898	41 Church Street Beacon, NY 12508	Nicholas J. Dennany Jessica Shaffer 41 Church Street Beacon, NY 12508	PB	T

5954-28-924903	14 N. Brett Street Beacon, NY 12508	Adella F. Coultas 14 N. Brett Street Beacon, NY 12508	PB	T
5954-28-922900	12 N. Brett Street Beacon, NY 12508	Dana Collins PO Box 1798 Pleasant Valley NY 12569	PB	T
5954-28-920897	10 N. Brett Street Beacon, NY 12508	Asif B. Hemdani 10 N. Brett Street Beacon, NY 12508	PB	T
5954-28-920893	8 N. Brett Street Beacon, NY 12508	Theodore Henry 8 N. Brett Street Beacon, NY 12508	PB	T
5954-28-917889	6 N. Brett Street Beacon, NY 12508	Movil Development Corp. 284 Main Street Beacon, NY 12508	PB	T
5954-28-915905	37 Church Street Beacon, NY 12508	Clarence Heroy 37 Church Street Beacon, NY 12508	PB	T
5954-28-912908	35 Church Street Beacon, NY 12508	Nicholas G. Lovallo Allison M. Lovallo 35 Church Street Beacon, NY 12508	PB	T
5954-28-909910	33 Church Street Beacon, NY 12508	Isaac Gutierrez 33 Church Street Beacon, NY 12508	PB	T
5954-28-904913	31 Church Street Beacon, NY 12508	Jaime Q. LT Montanez James RM Montanez Stacy RM Montanez 31 Church Street Beacon, NY 12508	PB	T
5954-28-897918	27 Church Street Beacon, NY 12508	Christopher D. Brown Babette J. Brown 27 Church Street Beacon, NY 12508	PB	T
5954-28-888923	25 Church Street Beacon, NY 12508	Karan Garewal 6 Brentwood Ct. Mt. Kisco, NY 10549	PB	T
5954-28-885926	23 Church Street Beacon, NY 12508	Ryan K. Green 23 Church Street Beacon, NY 12508	PB	T

5954-28-880926	21 Church Street Beacon, NY 12508	Michelle Hilton 21 Church Street Beacon, NY 12508	PB	T
5954-28-882920	9 N. Walnut Street Beacon, NY 12508	Angelo A. Cervone Paula J. Cervone 111 N. Walnut Street Beacon, NY 12508	PB	T
5954-28-880917	7 N. Walnut Street Beacon, NY 12508	Jessica Dias 7 N. Walnut Street Beacon, NY 12508	PB	T
5954-28-879914	5 N. Walnut Street Beacon, NY 12508	Colin Cheyne Helen Nelsen 5 N. Walnut Street Beacon, NY 12508	PB	T
5954-27-864924	4 N. Elm Street Beacon, NY 12508	4 Elm Holdings LLC 15 Sumter Road Airmont, NY 10952	PB	T
5954-27-862944	13 Mattie Cooper Square Beacon, NY 12508	Ana Tapia Miguel Tapia 13 Mattie Cooper Square Beacon, NY 12508	PB	T
5954-27-858938	11 N. Elm Street Beacon, NY 12508	Daniel L. Aubry 196 Bowery New York, NY 10012	PB	T
5954-27-857931	5 N. Elm Street Beacon, NY 12508	Daniel L. Aubry 196 Bowery New York, NY 10012	PB	T
5954-27-853946	9 Mattie Cooper Square Beacon, NY 12508	Erich Hess Hattie C. Hess 9 Mattie Cooper Square Beacon, NY 12508	PB	T
5954-27-846941	6 Digger Phelps Ct. Beacon, NY 12508	David Maros Agnieszka Maros 1456 Ulster Hts Ellenville, NY 12428	PB	T
5954-27-845957	13 Digger Phelps Ct. Beacon, NY 12508	Springfield Baptist Church 8 Mattie Cooper Square Beacon, NY 12508	PB	T
5954-27-843954	11 Digger Phelps Ct. Beacon, NY 12508	Jonathan Bailey Gemma Simon 11 Digger Phelps Ct. Beacon, NY 12508	PB	T

5954-27-840949	7 Digger Phelps Ct. Beacon, NY 12508	Thomas R. Garrett Zina Garrett 7 Digger Phelps Ct. Beacon, NY 12508	PB	T
5954-27-837945	5 Digger Phelps Ct. Beacon, NY 12508	Richard F. Benash Shelita Birchett 339 Roberts Avenue Yonkers, NY 10703	PB	T
5954-27-838962	12 Willow Street Beacon, NY 12508	KG Beacon LLC 460 W. 24 th Street New York, NY 10011	PB	T
5954-27-836959	10 Willow Street Beacon, NY 12508	Jill F. Reynolds Daniel M. Spitzer 10 Willow Street Beacon, NY 12508	PB	T
5954-27-833955	8 Willow Street Beacon, NY 12508	Anthony Davis Deva Woodly 8 Willow Street Beacon, NY 12508	PB	T
5954-27-831951	6 Willow Street Beacon, NY 12508	Jonathan Halevah 6 Willow Street Beacon, NY 12508	PB	T
5954-27-830970	13 Willow Street Beacon, NY 12508	Joell Morales 13 Willow Street Beacon, NY 12508	PB	T
5954-27-827970	11 Willow Street Beacon, NY 12508	Lelach Shani David Lant 29 Cutler Ln Garrison, NY 10524	PB	T
5954-27-873931	17 Church Street Beacon, NY 12508	Brenda Belladone Edwards, Trustee 17 Church Street Beacon, NY 12508	PB	T
5954-27-824967	9 Willow Street Beacon, NY 12508	Patrick LT Kerr John F. RM Kerr Kevin M. RM Kerr Martin William RM Kerr Mary B. RM Mateer Patrick E RM Kerr Pauline Patricia LT Kerr 9 Willow St Beacon NY 125080000	PB	T

5954-27-820961	5 Willow Street Beacon, NY 12508	Susan C. Battersby 1 Mountain Ln. Beacon, NY 12508	PB	T
p/o 5954-27-813963(See Fig. 1 - portion of lot adjacent to Parcel #s 820961 and 824967)	182 Main Street Beacon, NY 12508	182 Main Street Beacon LLC 3169 Glendale Blvd Los Angeles, CA 90039	PB	T
p/o 5954-27-813968(See Fig. 1 - portion of lot adjacent to Parcel #s 808975, 811979 and 814984)	180 Main Street Beacon, NY 12508	180 Main LLC 48 Angola Rd Cornwall, NY 12518	PB	T
5954-27-814984	14 Cross Street Beacon, NY 12508	Linda M. Owen 50 Red Schoolhouse Rd Fishkill, NY 12524	PB	T
5954-27-811979	12 Cross Street Beacon, NY 12508	Charles Lashley Alyce Lashley 12 Cross Street Beacon, NY 12508	PB	T
5954-27-808975	10 Cross Street Beacon, NY 12508	Crossix LLC 50 Simmons Ln Beacon, NY 12508	PB	T
5954-27-802974	8 Cross Street Beacon, NY 12508	Jose R. Santiago Myriam Orrego 8 Cross Street Beacon, NY 12508	PB	T
5954-27-798971	4 Cross Street Beacon, NY 12508	Hudson Todd LLC 4 Cross Street Beacon, NY 12508	PB	T
5954-27-792985	9 Cross Street Beacon, NY 12508	Crossix LLC 50 Simmons Ln Beacon, NY 12508	PB	T
5954-27-788982	Cross Street Beacon, NY 12508	Crossix, LLC 50 Simmons Ln Beacon, NY 12508	PB	T
5954-27-813905	18 Dewindt Street Beacon, NY 12508	Denise M. Szuniewicz 1128 Parker Mountain Rd Strafford, NH 03884	PB	T

5954-27-814910	Dewindt Street Beacon, NY 12508	AMGC Corp. 6405 Atlantic Avenue Wildwood, NJ 08260	PB	T
5954-27-809909	12 Dewindt Street Beacon, NY 12508	Ana Iris Quintana, Trustee 12 Dewindt Street Beacon, NY 12508	PB	T
5954-27-804912	10 Dewindt Street Beacon, NY 12508	Juan Tacuri 10 Dewindt Street Beacon, NY 12508	PB	T
5954-27-799915	8 Dewindt Street Beacon, NY 12508	Luis Collado Jaifa Collado 8 Dewindt Street Beacon, NY 12508	PB	T
5954-27-787915	4 Dewindt Street Beacon, NY 12508	Eleni Chrones David Smolen 4 Dewindt Street Beacon, NY 12508	PB	T
5954-27-793921	12 Cliff Street Beacon, NY 12508	Rhonda Elizabeth Thompson 12 Cliff Street Beacon, NY 12508	PB	T
5954-27-801923	10 Cliff Street Beacon, NY 12508	Juan Claudio 10 Cliff Street Beacon, NY 12508	PB	T
5954-27-795926	10 Cliff Street Beacon, NY 12508	Juan Claudio Alexandria Claudio 10 Cliff Street Beacon, NY 12508	PB	T
5954-27-796928	Cliff Street Beacon, NY 12508	Lazarus Rising LLC 98 Smithtown Rd Fishkill, NY 12524	PB	T
5954-27-797931	8 Cliff Street Beacon, NY 12508	Minerva Cabrera 8 Cliff Street Beacon, NY 12508	PB	T
5954-27-799935	6 Cliff Street Beacon, NY 12508	Willie L. Reed, Sr. 6 Cliff Street Beacon, NY 12508	PB	T
5954-27-790938	Commerce Street Beacon, NY 12508	Paul B. Supple PO Box 227 Beacon, NY 12508	PB	T

5954-27-793942	5 Cliff Street Beacon, NY 12508	Paul B. Supple PO Box 227 Beacon, NY 12508	PB	T
5954-27-836884	16 S. Elm Street Beacon, NY 12508	Bernardo Valentin Oscar Valentin 74 Church Street Beacon, NY 12508	PB	T
5954-27-839887	14 S. Elm Street Beacon, NY 12508	Manuel LT Quintana Barbara RM Quintana Carmen LT Quintana Manuel Jr RM Quintana 14 S. Elm Street Beacon, NY 12508	PB	T
5954-27-841890	12 S. Elm Street Beacon, NY 12508	Benjamin Harnett 12 S. Elm Street Beacon, NY 12508	PB	T
5954-27-844894	10 S. Elm Street Beacon, NY 12508	Carole Brown-Naidu, Trustee 10 S. Elm Street Beacon, NY 12508	PB	T
5954-27-846897	8 S. Elm Street Beacon, NY 12508	Melissa J. Kozlowski 8 S. Elm Street Beacon, NY 12508	PB	T
5954-27-848901	6 S. Elm Street Beacon, NY 12508	Brenda M. Cahill 6 S. Elm Street Beacon, NY 12508	PB	T
5954-27-849876	15 S. Walnut Street Beacon, NY 12508	Jose M. Roman Miriam Santana-Roman 15 S. Walnut Street Beacon, NY 12508	PB	T
p/o 5954-27-852906 (See Fig. 1 – portion of lot fronting on Dewindt Street)	249 Main Street Beacon, NY 12508	249 Main Street LLC 80 Business Park Drive Armonk, NY 10504	PB	T
5954-27-852879	13 S. Walnut Street Beacon, NY 12508	Anthony L. Thomaselli Gina M. Thomaselli 149 Sargent Avenue Beacon, NY 12508	PB	T

5954-27-854882	11 S. Walnut Street Beacon, NY 12508	Lucille R. Rodriguez 11 S. Walnut Street Beacon, NY 12508	PB	T
5954-27-856885	9 S. Walnut Street Beacon, NY 12508	Richard C. Burton Imogene D. Jones 9 S. Walnut Street Beacon, NY 12508	PB	T
5954-27-859888	7 S. Walnut Street Beacon, NY 12508	Samuel R. Basso 7 S. Walnut Street Beacon, NY 12508	PB	T
5954-27-861891	5 S. Walnut Street Beacon, NY 12508	Roland Desmarais Eva Desmarais 5 S. Walnut Street Beacon, NY 12508	PB	T
5954-35-862869	16 S. Walnut Street Beacon, NY 12508	Elise C. Knudson 16 S. Walnut Street Beacon, NY 12508	PB	T
5954-35-864871	14 S. Walnut Street Beacon, NY 12508	Frank R. Martinez Stephen A. Yount 14 S. Walnut Street Beacon, NY 12508	PB	T
5954-35-866874	12 S. Walnut Street Beacon, NY 12508	Joseph Valentin 74 Church Street Beacon, NY 12508	PB	T
5954-27-868876	10 S. Walnut Street Beacon, NY 12508	US Bank Trust NA, Trustee 3630 Peachtree Rd Atlanta, GA 30326	PB	T
5954-27-870879	8 S. Walnut Street Beacon, NY 12508	8 Walnut St Realty LLC 43 Watch Hill Dr Fishkill, NY 12524	PB	T
5954-27-872882	6 S. Walnut Street Beacon, NY 12508	Dennis E. Conklin Joan A. Conklin 6 S. Walnut Street Beacon, NY 12508	PB	T
5954-35-874868	40 Dewindt Street Beacon, NY 12508	Thomas C. Di Perno, Jr 40 Dewindt Street Beacon, NY 12508	PB	T
5954-36-880861	11 S. Brett Street Beacon, NY 12508	11 Brett Street LLC 114-11 Lefferts Blvd. South Ozone Park, NY 11420	PB	T

5954-36-883865	9 S. Brett Street Beacon, NY 12508	Victor M. DeJesus Denora DeJesus 9 S. Brett Street Beacon, NY 12508	PB	T
5954-36-886869	7 S. Brett Street Beacon, NY 12508	Andrew Szustka Patricia Szustka 7 S. Brett Street Beacon, NY 12508	PB	T
5954-36-892853	12 S. Brett Street Beacon, NY 12508	Jennifer Burnley Earlene Mallory 12 S. Brett Street Beacon, NY 12508	PB	T
p/o 5954-36-899864 (See Fig. 1 – portion of lot fronting on Dewindt Street)	297 Main Street Beacon, NY 12508	Hedgestone Associates, Inc 17 Stonehedge Drive West Nyack, NY 10994	PB	T
5954-36-895857	10 S. Brett Street Beacon, NY 12508	Ana I. Santos Alejandro Quintana 10 S. Brett Street Beacon, NY 12508	PB	T
5954-36-903845	13 S. Cedar Street Beacon, NY 12508	Juana M. Rivera Chris Stamo 13 S. Cedar Street Beacon, NY 12508	PB	T
5954-36-906849	11 S. Cedar Street Beacon, NY 12508	Alfredo J. Gneiting 11 S. Cedar Street Beacon, NY 12508	PB	T
5954-36-909853	7-9 S. Cedar Street Beacon, NY 12508	Ramroop Bhagwandin Chanderdai Bhagwandi 14 Richmond Pl Cortlandt Manor, NY 10567	PB	T
5954-36-915835	16 S. Cedar Street Beacon, NY 12508	Danie Murgatroyd PO Box 187 Beacon, NY 1250	PB	T
5954-36-918839	14 S. Cedar Street Beacon, NY 12508	RUBIQ LLC 170 Second Avenue New York, NY 10003	PB	T
5954-36-922841	10 S. Cedar Street Beacon, NY 12508	J & S Ritter Realty 2 Cedarcliff Ln Poughkeepsie, NY 12601	PB	T

5954-36-923843	8 S. Cedar Street Beacon, NY 12508	Hudson Todd LLC 4 Cross Street Beacon, NY	PB	T
5954-36-922847	6 S. Cedar Street Beacon, NY 12508	Hudson Todd LLC 4 Cross Street Beacon, NY	PB	T
5954-36-928828	20 S. Chestnut Street Beacon, NY 12508	Jeffrey R. McHugh 20 S. Chestnut Street Beacon, NY 12508	PB	T
5954-36-930832	18 S. Chestnut Street Beacon, NY 12508	Michael Loughran Joanne Loughran 18 S. Chestnut Street Beacon, NY 12508	PB	T
5954-36-935836	S. Chestnut Street Beacon, NY 12508	J & S Ritter Realty 2 Cedarcliff Ln Poughkeepsie, NY 12601	PB	T
6054-37-073725	5 Tioronda Avenue Beacon, NY 12508	Dennis Meyer Karen Meyer 43 Ackerman Street Beacon, NY 12508	PB	T
p/o Partial 6054-37- 062739(See Fig. 1 - portion of lot fronting on Van Nydeck Avenue)	25 Van Nydeck Avenue Beacon, NY 12508	City of Beacon 1 Municipal Plaza Beacon, NY 12508	PB	T
p/o 6054-29- 055758 (See Fig. 1 – portion of lot fronting on Van Nydeck Avenue)	445-449 Main Street Beacon, NY 12508	Beacon Main Street Theater LLC 484 Main Street Beacon, NY 12508	PB	T
p/o 6054-29- 045758 (See Fig. 1 – portion of lot fronting on Van Nydeck)	443 Main Street Beacon, NY 12508	Verizon New York Inc. PO Box 2749 Addison, TX 75001	PB	T
p/o 6054-29- 041761 (See Fig. 1 – portion of lot fronting on Van Nydeck Avenue)	433 Main Street Beacon, NY 12508	Verizon New York Inc. PO Box 2749 Addison, TX 75001	PB	T

p/o 6054-29-035764 (See Fig. 1 – portion of lot fronting on Van Nydeck Avenue)	427 Main Street Beacon, NY 12508	Beacon Court Associates Inc. 427 Main Street Beacon, NY 12508	PB	T
p/o 6054-29-026773 (See Fig. 1 – portion of lot fronting on Van Nydeck Avenue)	423-425 Main Street Beacon, NY 12508	City of Beacon 1 Municipal Plaza Beacon, NY 12508	PB	T
5954-36-918821	Dewindt Street Beacon, NY 12508	St. Rocco Society 26 S. Chestnut Street Beacon, NY 12508	OB	T
5954-36-926817	26 S. Chestnut Street Beacon, NY 12508	St. Rocco Society 26 S. Chestnut Street Beacon, NY 12508	OB	T
5954-36-939808	5 Henry Street Beacon, NY 12508	Ninnie Management Corp. PO Box 328 Beacon, NY 12508	OB	T
5954-36-948802	7 Henry Street Beacon, NY 12508	Garth T. Mark 434 Clermont Avenue Brooklyn, NY 11238	OB	T
5954-36-955796	19 Henry Street Beacon, NY 12508	Anthony J. Furco, Trustee 19 Henry Street Beacon, NY 12508	OB	T
5954-36-963790	21 Henry Street Beacon, NY 12508	Lorraine Koscal, LT Glenn Koscal RM John Koscal LT Lynn Golde RM Thomas Koscal RM 21 Henry Street Beacon, NY 12508	OB	T
5954-36-970785	25 Henry Street Beacon, NY 12508	Lucas F. Simmons 25 Henry Street Beacon, NY 12508	OB	T
5954-36-973782	Henry Street Beacon, NY 12508	Lucas F. Simmons 25 Henry Street Beacon, NY 12508	OB	T
5954-36-986773	33 Henry Street Beacon, NY 12508	Henry St. Professional Bldg LLC 33 Henry Street Beacon, NY 12508	OB	T

5954-36-992768	37 Henry Street Beacon, NY 12508	Maria Caputo LT Felicia McKeon RM 111 Teller Avenue Beacon, NY 12508	OB	T
5954-36-994766	Henry Street Beacon, NY 12508	Maria Caputo LT Felicia McKeon RM 111 Teller Avenue Beacon, NY 12508	OB	T
6054-29-002765	111 Teller Avenue Beacon, NY 12508	Felicia McKeon 111 Teller Avenue Beacon, NY 12508	OB	T
5954-36-999761	107 Teller Avenue Beacon, NY 12508	Alexander W. Bloomstein 61 Cold Water Street PO Box 248 Hillsdale, NY 12529	OB	T
p/o 6054-38-170722 (See Fig. 1 - portion of lot fronting on E Main Street)	3 Water Street Beacon, NY 12508	Pok Beacon LLC 3 Water Street Beacon, NY 12508	CMS	R1-5
6054-30-172841	590 Main Street Beacon, NY 12508	John Kelly Zoe Markwalter-Kelly 590 Main Street Beacon, NY 12508	OB	T
6054-30-177846	592 Main Street Beacon, NY 12508	Michael Huxta 592 Main Street Beacon, NY 12508	OB	T
6054-30-166854	3 Blackburn Avenue Beacon, NY 12508	James F. Mesmain Euphema A. Mesmain	OB	T
6054-30-172867	16 Hanna Lane Beacon, NY 12508	EjC I LLC 16 Hanna Lane Beacon, NY 12508	OB	T
6054-30-187866	12 Hanna Lane Beacon, NY 12508	EjC II LLC 16 Hanna Lane Beacon, NY 12508	OB	LI
6054-22-183889	4 Hanna Lane Beacon, NY 12508	EjC III LLC 16 Hanna Lane Beacon, NY 12508	OB	LI
p/o 5954-49-608543 (See Fig. 2 - portion of lot	Dennings Avenue Beacon, NY 12508	D I A Center for Arts 3 Beekman Street Beacon, NY 12508	LB	LI

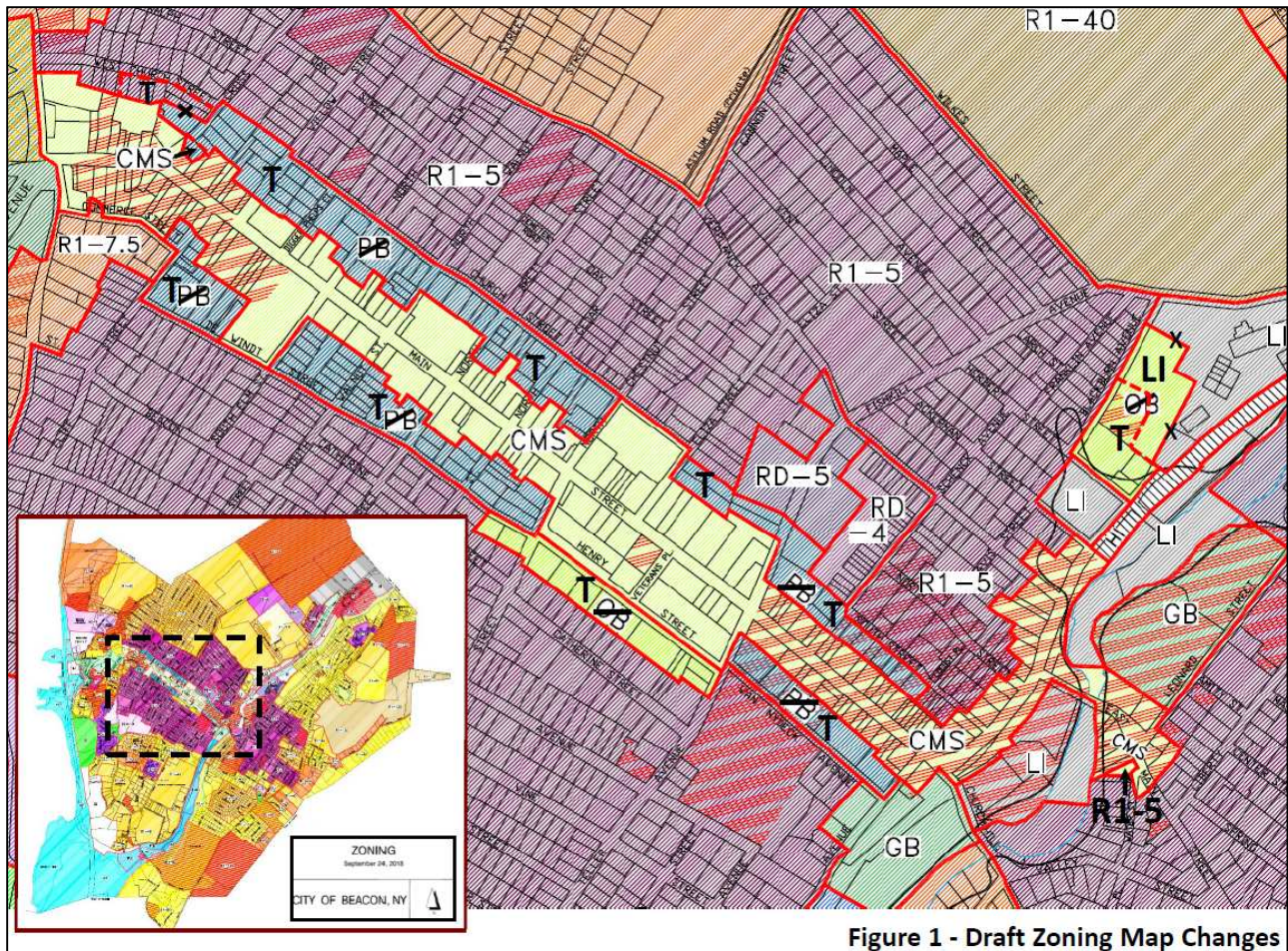
adjacent to Parcel # 605699)				
5954-41-605699	3 Beekman Street Beacon, NY 12508	D I A Center for Arts 3 Beekman Street Beacon, NY 12508	LB	LI
5954-42-709720	73-75 South Avenue Beacon, NY 12508	The McKinney Family LP 10 Greenwood Drive Beacon, NY 12508	LB	GB
5954-42-693718	506 Harbor View Court Beacon, NY 12508	John David O'Leary Kaouthar Arroum 395 12 th Street Brooklyn, NY 11215	LB	RD-6
5954-42-694714	504 Harbor View Court Beacon, NY 12508	Annie C. Harden 504 Harbor View Court Beacon, NY 12508	LB	RD-6
5954-42-691708	502 Harbor View Court Beacon, NY 12508	Victor Rivera Mary Rivera 502 Harbor View Court Beacon, NY 12508	LB	RD-6
5954-42-706703	1020 Wolcott Avenue Beacon, NY 12508	Movil Development Corp. 284 Main Street Beacon, NY 12508	LB	GB
5954-42-731679	100 South Avenue Beacon, NY 12508	100 South Avenue LLC 105 Sedgman Ct Cary, NC 27511	LB	GB
6054-13-220480	798 Wolcott Avenue Beacon, NY 12508	Prospect Realty Syndicate Inc. 1100 Route 9 Fishkill, NY 12524	LB	GB
6054-13-223470	796 Wolcott Avenue Beacon, NY 12508	Prospect Realty Syndicate Inc. 1100 Route 9 Fishkill, NY 12524	LB	GB
6054-13-228457	790 Wolcott Avenue Beacon, NY 12508	Rafiq Ahmed 790 Wolcott Avenue Beacon, NY 12508	LB	GB
6055-80-459057	Fishkill Avenue Beacon, NY 12508	Landgrove Realty Inc. 29 Lydia Drive Beacon, NY 12508	LI	FCD

p/o 6054-37-096715(See Fig. 3- portion of lot adjacent to Parcel # 459057)	Main Street Beacon, NY 12508	Midtown Trackage Ventures LLC 347 Madison Avenue New York, NY 10017	LI	FCD
5954-27-798971	4 Cross Street Beacon, NY 12508	Hudson Todd LLC 4 Cross Street Beacon, NY 12508	PB	CMS
5954-27-795990	11 Cross Street Beacon, NY 12508	Jeremy M. Goulder 11 Cross Street Beacon, NY 12508	R1-5	T
5954-27-798992	13 Cross Street Beacon, NY 12508	Richard L. Brigati Ethel Jean Brigati 335 Woodmont Road Hopewell Junction, NY 12533	R1-5	T
5954-27-790996	25 West Church Street Beacon, NY 12508	Lisa Taravella 25 West Church Street Beacon, NY 12508	R1-5	T
5954-27-784996	West Church Street Beacon, NY 12508	Lindley Todd LLC 4 Cross Street Beacon, NY 12508	R1-5	T
p/o 5954-27-774986(See Fig 1 – portion of lot fronting on West Church Street	152 Main Street Beacon, NY 12508	Lindley Todd LLC 4 Cross Street Beacon, NY 12508	R1-5	T
5954-27-774997	West Church Street Beacon, NY 12508	Lindley Todd LLC 4 Cross Street Beacon, NY 12508	R1-5	T
5954-27-769998	West Church Street Beacon, NY 12508	Lindley Todd LLC 4 Cross Street Beacon, NY 12508	R1-5	T

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. This local law shall become effective immediately upon filing with the Office of the Secretary of State.



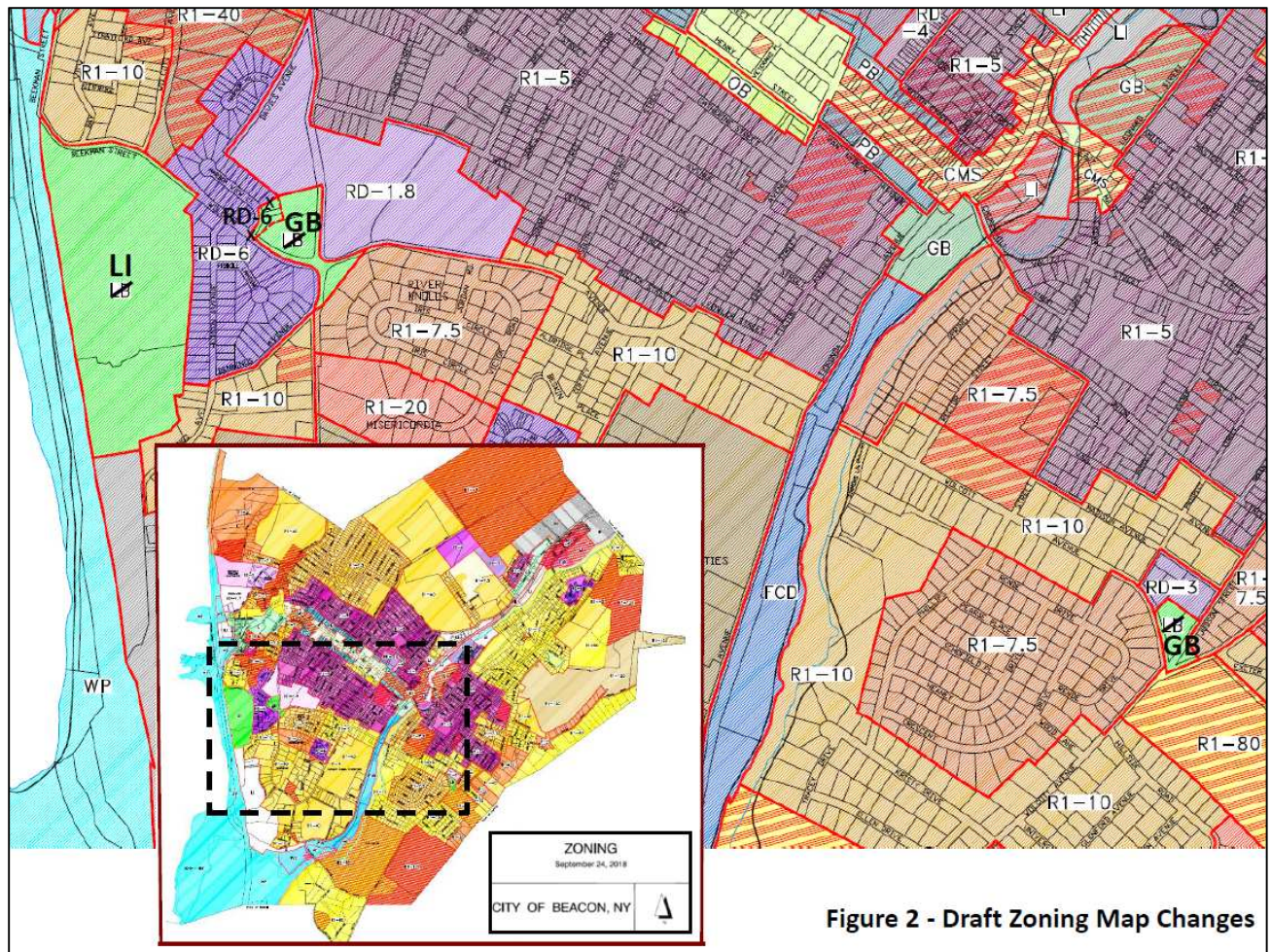
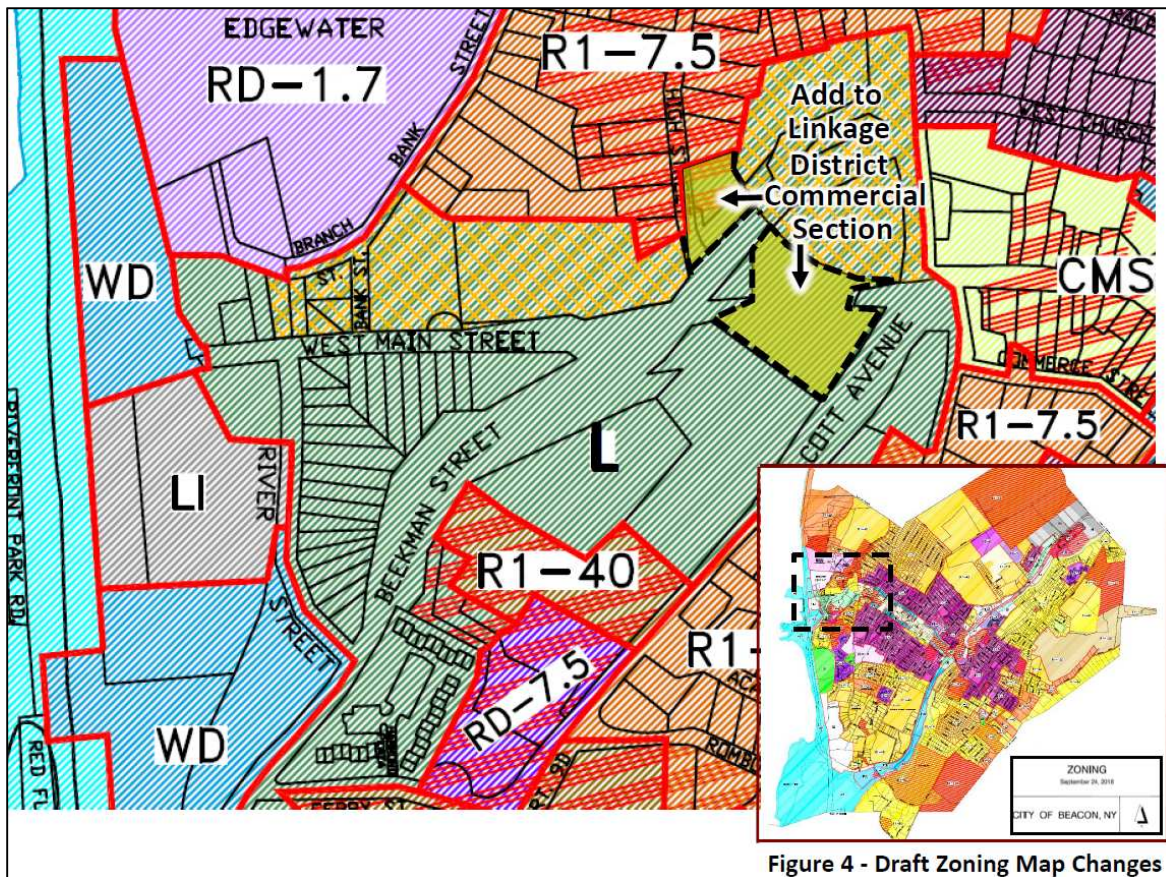
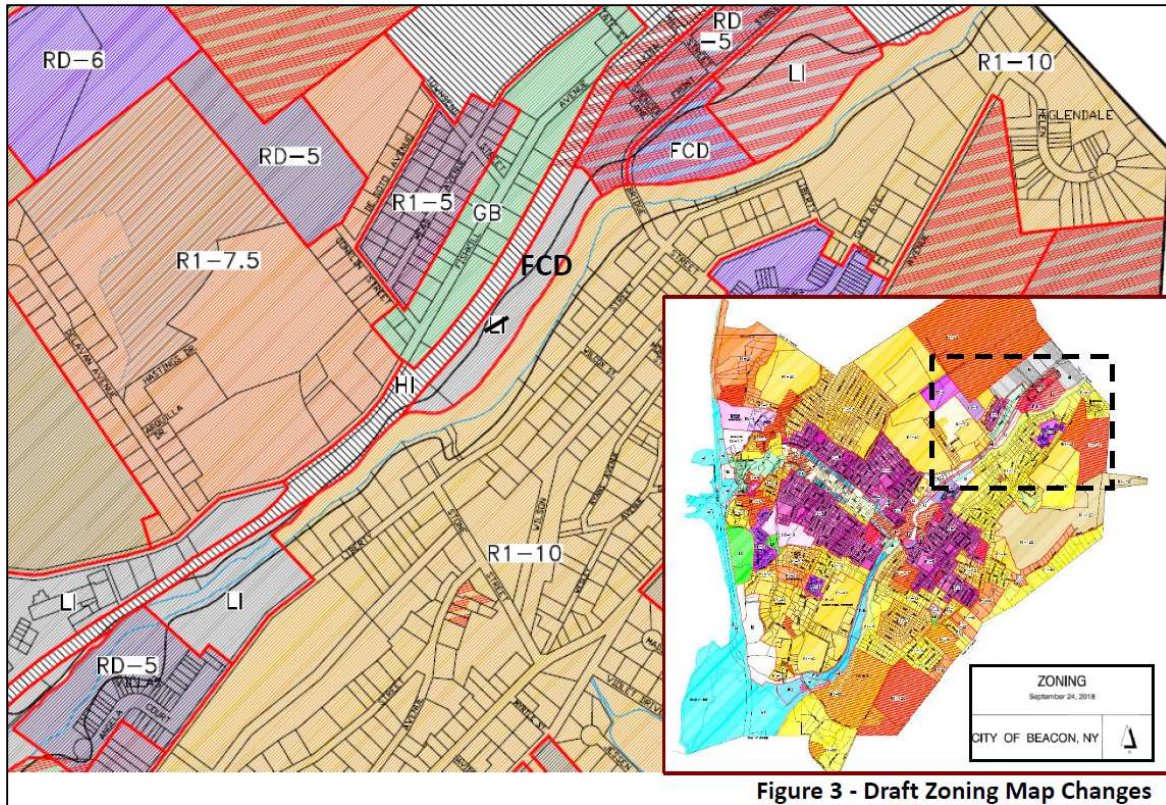


Figure 2 - Draft Zoning Map Changes



Section 223-17, Schedule of Dimensional Regulations (suggested edits in red)

Draft 4.24.20

Zoning District	Minimum Lot Size (see also 223-12 l) Area ^h				Minimum		Yards ^a		Minimum Distance Between Buildings Same Lot	Maximum Height Main Building (see 223-13) (stories ft)	Minimum-Height (stories + ft)	Maximum % Building Coverage		Maximum Number of Units per Building	Floor-Area-Ratio	Zoning District	Also Refer to Pertinent Sections
					Front (ft)	Total-Side		Rear ^{d,e} (ft)				Multi-Fam	All Other				
	Area (sf)	Per Unit (sf)	Width (ft)	Depth (ft)		Side (ft)	of 2 (ft)										
R1-120	120,000	120,000	250'	350'	75'	50'	100'	75'	—	2.5 35'	1 + 12'	N.A.	7%	1	—	R1-120	
R1-80	80,000	80,000	150'	200'	50'	30'	70'	50'	—	2.5 35'	1 + 12'	N.A.	10%	1	—	R1-80	
R1-40	40,000	40,000	150'	150'	50' 40'	25'	60'	50'	—	2.5 35'	1 + 12'	N.A.	15%	1	—	R1-40	
R1-20	20,000	20,000	125'	125'	40' 30'	20'	50'	40'	—	2.5 35'	1 + 12'	20%NA.	20%	1	—	R1-20	
R1-10	10,000	10,000	85'	100'	35' 25'	15'	40'	35'	—	2.5 35'	1 + 12'	N.A.	25%	1	—	R1-10	
R1-7.5	7,500	7,500	75'	100'	30' 20'	10'	20'	30' 25'	—	2.5 35'	1 + 12'	N.A.	30%	1	—	R1-7.5	
R1-5	5,000	5,000	50'	100'	30' 15'	10'	20'	30' 20'	—	2.5 35'	1 + 12'	N.A.	—	1	—	R1-5	
RD-7.5 ^{d,e}	2 acres	7,500	200'	200'	20-35'	25'	50'	50'	70' 30'	3 35'	1 + 12'	15%	20%	12	—	RD-7.5 ^{d,e}	
RD-6 ^{d,e}	5 2 acres	6,000	3 200'	200'	50'	25'	50'	50'	70' 30'	2.5 35'	1 + 12'	15%	20%	16	—	RD-6 ^{d,e}	
RD-5 ^{d,e}	5,000	5,000	50'	100'	30'	10'	20'	25'	30'	3 35'	1 + 12'	20%	30%	16	—	RD-5 ^{d,e}	
RD-4 ^{d,e}	2 acres-5,000	4,000	200'	200'	40'	20'	40'	40'	70' 30'	2.5 35'	1 + 12'	20%	25%	20	—	RD-4 ^{d,e}	
RD-3 ^{d,e}	5,000	3,000	50'	100'	30'	10' 20'	20'	25'	30'	2.5 + 35'-3.5 45'	1 + 12'	20%	40%	24	—	RD-3 ^{d,e}	
RD-1.8 ^{d,e}	5,000	1,800	50'	100'	30'	10' 20'	20'	25'	30'	10 ^b 100'	1 + 12'	15 25%	40%	— ^c	—	RD-1.8 ^{d,e}	
RD-1.7 ^{d,e}	5,000	1,700	50'	100'	30'	10' 20'	20'	25'	30'	4.5 ^f 55' ^f	1 + 12'	25%	40%	36 ^g	—	RD-1.7 ^{d,e}	
PB	As-regulated-in-the-least-restrictive-adjoining-residential-district															PB	
OB T	5,000	i	40' 50'	100'	30' 10'	20' 10'	—	25' 20'	—	2.5 35'	—	—	—	—	1	OB T	
LB	—	—	—	100'	—	20'	—	25'	—	— + 35'	—	—	—	Min Open Space	2	LB	
GB	—	1,500	—	100'	— 15'	20'	—	25'	—	— 35'	—	—	—		2	GB	
CMS	—	—	—	75'	0-10'	0'	—	25' 20'	—	3 48'	2 + —	—	—	10%	—	CMS	Art IVD
L	—	—	—	75'	0-20'	0-30'	—	25'	—	4 38'	2 + —	—	—	15%	—	L	Art IVE
FCD	2 acres	3,960	—	—	—	—	—	—	—	3 40'	—	35%		30%	—	FCD	Art IVC
WP	1 acre	—	—	—	10'	—	—	—	—	2.5 35'	—	20%		—	0.5	WP	Art IVA
WD	5 acres	—	—	—	—	—	—	—	—	See Art IVA	—	—		15%	3/2	WD	Art IVA
LI	—	1,500	— 60'	100'	— 20'	20'	—	25'	—	— — 35'	—	70%		— 20%	2	LI	
HI	—	—	— 60'	100'	— 30'	20'	—	25'	—	— 35' 40'	—	70%		— 20%	2	HI	

NOTES:

- ~~a~~ If not occupied by a dwelling unit. Notwithstanding the one-story and 15-foot height limitation, a clubhouse in a multifamily project shall not exceed 2 1/2 stories and 35 feet in height. [Amended 2-16-2010 by L.L. No. 2-2010]
- ~~a~~b Except in multifamily developments, A private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, a copy of such agreement to be filed with the building permit application for such garage.
- ~~c~~ A main building containing two or more dwelling units in an RD-3 District may be erected to a height of 3 1/2 stories or 45 feet, and a main building for a permitted nonresidential use may be erected to a height of five stories or 50 feet, provided that it is set back from any street or adjoining residential property a distance at least equal to its height.
- ~~d~~ But 2,500 square feet per dwelling unit for the first two dwelling units if the average height of main buildings is to be less than six stories, and except that for each one-bedroom or smaller dwelling unit, the required minimum lot area per dwelling unit shall be reduced by 20%, and for each three-bedroom or larger dwelling unit, increased by 20%.
- ~~e~~ But not less than 1/2 the height of the permitted building.
- ~~f~~ A one-family house may be located on a lot meeting all the requirements of, and subject to the standards of, the most restrictive adjoining single-family residence district.
- ~~g~~ Except that any side yard containing a driveway for an apartment development shall be at least as large as a required front yard.
- ~~h~~b But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.
- ~~c~~i But not more than 24 dwelling units in any building 3 1/2 stories or less in height.
- ~~j~~ This maximum may be increased to 20% for multifamily developments having 3,000 square feet or more of a lot area per dwelling unit.
- ~~k~~d For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.
- ~~e~~t In any RD District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and safeguards to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space, recreational or other purposes, will be properly maintained for the intended purpose(s) and not further subdivided or developed in the future.
- ~~m~~ Except that any new one-family detached dwelling lot created subsequent to July 11, 1988, shall be required to comply with the minimum size and dimensional requirements of the R1-7.5 District. [Added 7-5-1988]
- ~~f~~n A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories. [Added 2-16-2010 by L.L. No. 2-2010]
- ~~g~~e And each building shall not exceed 150 feet in length. [Added 2-16-2010 by L.L. No. 2-2010]
- ~~p~~ There shall be no parking in the front yard. [Added 10-17-2016 by L.L. No. 11-2016]
- ~~h~~q For all development proposals involving a total lot area of more than three acres within a R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, pre-development very steep slopes of 25 percent or more as defined in § 223-63.
- i One-half the minimum lot size area per dwelling unit as the least restrictive adjoining residential district.
- ~~b~~ Abutting residential districts or where driveway is proposed between building and lot line.
- ~~c~~ First floor area shall be limited to the extent necessary to provide required off-street parking and loading spaces.

Section 223-17, Schedule of Dimensional Regulations (suggested edits in red)

Draft 4.24.20

Zoning District	Minimum Lot Size Area ^h (see also 223-12 I)				Minimum Yard ^a			Minimum Distance Between Buildings Same Lot	Maximum Height Main Building (see 223-13) (stories ft)	Maximum % Building Coverage		Maximum Number of Units per Building	Minimum Open Space	Zoning District	Also Refer to Pertinent Sections
					Front (ft)	Side (ft)	Rear ^{d,e} (ft)			Multi-Fam	All Other				
	Area (sf)	Per Unit (sf)	Width (ft)	Depth (ft)											
R1-120	120,000	120,000	250'	350'	75'	50'	75'		2.5 35'	N.A.	7%	1		R1-120	
R1-80	80,000	80,000	150'	200'	50'	30'	50'		2.5 35'	N.A.	10%	1		R1-80	
R1-40	40,000	40,000	150'	150'	40'	25'	50'		2.5 35'	N.A.	15%	1		R1-40	
R1-20	20,000	20,000	125'	125'	30'	20'	40'		2.5 35'	N.A.	20%	1		R1-20	
R1-10	10,000	10,000	85'	100'	25'	15'	35'		2.5 35'	N.A.	25%	1		R1-10	
R1-7.5	7,500	7,500	75'	100'	20'	10'	25'		2.5 35'	N.A.	30%	1		R1-7.5	
R1-5	5,000	5,000	50'	100'	15'	10'	20'		2.5 35'	N.A.		1		R1-5	
RD-7.5 ^{d,e}	2 acres	7,500	200'	200'	20-35'	25'	50'	30'	3 35'	15%	20%	12		RD-7.5 ^{d,e}	
RD-6 ^{d,e}	2 acres	6,000	200'	200'	50'	25'	50'	30'	2.5 35'	15%	20%	16		RD-6 ^{d,e}	
RD-5 ^{d,e}	5,000	5,000	50'	100'	30'	10'	25'	30'	3 35'	20%	30%	16		RD-5 ^{d,e}	
RD-4 ^{d,e}	5,000	4,000	200'	200'	40'	20'	40'	30'	2.5 35'	20%	25%	20		RD-4 ^{d,e}	
RD-3 ^{d,e}	5,000	3,000	50'	100'	30'	20'	25'	30'	3.5 45'	20%	40%	24		RD-3 ^{d,e}	
RD-1.8 ^{d,e}	5,000	1,800	50'	100'	30'	20'	25'	30'	10 ^b 100'	25%	40%	c		RD-1.8 ^{d,e}	
RD-1.7 ^{d,e}	5,000	1,700	50'	100'	30'	20'	25'	30'	4.5 ^f 55 ^f	25%	40%	36 ^g		RD-1.7 ^{d,e}	
T	5,000	i	50'	100'	10'	10'	20'		2.5 35'					T	
GB		1,500		100'	15'	20'	25'		– 35'					GB	
CMS				75'	0-10'	0'	20'		3 38'				10%	CMS	Art IVD
L				75'	0-20'	0-30'	25'		4 48'				15%	L	Art IVE
FCD	2 acres	3,960							3 40'	35%			30%	FCD	Art IVC
WP	1 acre				10'				2.5 35'	20%				WP	Art IVA
WD	5 acres								See Art IVA				15%	WD	Art IVA
LI		1,500	60'	100'	20'	20'	25'		35'	70%			20%	LI	
HI			60'	100'	30'	20'	25'		40'	70%			20%	HI	

NOTES:

- ~~ab~~ Except in multifamily developments, A private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, with a copy of such agreement to be filed with the building permit application for such garage.
- ~~bh~~ But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.
- ~~ci~~ But not more than 24 dwelling units in any building 3 1/2 stories or less in height.
- ~~dk~~ For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.
- ~~el~~ In any RD District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and subject to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space, recreational or other purposes, will be properly maintained for the intended purpose(s) and not further subdivided or developed in the future.
- ~~fn~~ A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories. [Added 2-16-2010 by L.L. No. 2-2010]
- ~~ge~~ And each building shall not exceed 150 feet in length. [Added 2-16-2010 by L.L. No. 2-2010]
- ~~hq~~ For all development proposals involving a total lot area of more than three acres within a R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, pre-development very steep slopes of 25 percent or more as defined in § 223-63.
- i One-half the minimum lot size area per dwelling unit as the least restrictive adjoining residential district.

Section 223-17, City of Beacon Schedule of Use Regulations (Suggested Edits)

Permitted Uses by District	Reference Notes	All R1	All RD	PB	GB T	LB	GB	CMS	L	WD	WP	FCD	LI	HI
Residential														
One-Family Detached Dwelling		P	P	P	P	P	x	P x	x	x	x	x	x	x
One-Family Attached/Semidetached	Including Townhouses	x	P	x	x P	P	x	P x	P	P x	x	P	x	x
Two-Family Dwelling		x	SP* P	x	x P	x	x	P x	P x	x	x	x	x	x
Multifamily Dwelling		x	SP*	x	x P	x	SP* P	P	P	P	x	P	x	x
Artist Live/Work Space	Subject to §223-14.2	x	x	x	x P	SP*	SP* P	P	SP P	P	x	P	SP* P	x
Retail/Office/Service														
Retail, Personal Service, or Bank		x	x	x	x	P	P	P	SP P	P	x	x	P	P x
Office		x	x	x	P	P	P	P	SP P	P	x	P	P	P x
Retail Truck or Trailer	Subject to §223-26.3	x	x	x	x	x	P	P	P	x	SP*	x	P	P
Artist Studio, Art Gallery/Exhibit Space		SP* x	SP* x	SP*	SP* P	SP*	SP* P	P	P	x	x	P	SP* P	SP* x
Funeral Home		x	x	x	x	P	P	P x	x	x	x	x	P	P x
Commercial Recreation, Indoor		x	x	x	x	x	P	P	x	x	x	x	P	P
Auction Gallery		x	x	x	x	x	P	P x	x	x	x	x	P	P
Tattoo Parlor	Subject to §223-26.2	x	x	x	x	x	P	P	x	x	x	x	P	P
Adult Use	Subject to §223-20.1	x	x	x	x	x	x	x	x	x	x	x	SP*	SP* x
Food/Lodging														
Restaurant or Coffee House		x	x	x	SP* x	SP*	P	P	SP P	P	SP*	P	P x	P x
Bar or Brew Pub		x	x	x	x	SP*	SP* P	SP* P	x P	P	x	P	SP* P	SP* P
Microbrewery/Microdistillery		x	x	x	x	SP*	SP* P	P	SP* P	x P	x	x	SP* P	SP* P
Food Preparation Business		x	x	x	x	x	x P	P SP	SP	x	x	x	x P	x P
Bed and Breakfast	Subject to §223-24.4	SP	SP	SP*	SP	SP*	SP* P	P x	P	x	SP*	P	SP* P	P x
Inn		x	x	x	x	x	x P	P	P	P	SP*	P	x P	x
Hotel	Subject to §223-14.1	x	x	x	x	x	SP* P	P	P	P	x	x	SP* P	SP* x
Social/Community														
Spa/Fitness Center/Exercise Studio		x	x	x	x SP	x	x P	P	x P	P	x	P	x P	x
Day Care Center		x	x	x	x P	x	x P	x	x P	P	x	P	x SP	x
Park, Preserve, Community Garden	With No Admission Fee	SP* P	SP* P	SP*	SP* P	SP*	SP* P	P	P	P	P	x P	SP* P	SP* x
Theater, Concert or Conference Space		x	x	x	x	x	P	P	x P	SP* P	x	P	P	P x
Museum		SP*	SP*	SP*	SP*	P	P	P	x P	SP* P	x	P	P	SP* SP
Place of Worship/Religious Facility		P	P	P	P	P	P	x	x	x	x	x	P	P x
Social Club	Subject to §223-24.2	SP* SP	SP* SP	SP*	SP* SP	SP*	SP* SP	P	x	x	x	x	SP* SP	SP* x
Government Facility		P	P	P	P	P	P	P	P	P	P	P	P	P
Golf Course		SP*	SP*	x	x	x	x	x	x	x	x	x	x	x
Healthcare														
Hospital or Nursing Home	Subject to 223-21.1/22	SP*	SP*	SP*	SP* x	SP*	x	x	x	x	x	x P	x P	x P
Animal Care Facility		x SP	x SP	x	x	x	x SP	x	x	x	x	x	x SP	x
Educational														
College or University		x SP*	x SP*	x	x	x	SP* P	P	x P	x	x	x P	SP* P	SP* P
Trade School or Training Program		x	x	x	x	x	SP* P	P	x P	x	x	x P	SP* P	SP* P
Private School or Nursery School		SP*	SP*	SP*	SP*	SP*	x P	P x	x P	x	x	x P	SP*	SP* x

x = Use Not Permitted

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For Specific
Standards See -->

Article Article Article Article Article
IVD IVE IVA IVA IVC

4.24.20

DRAFT

Section 223-17, City of Beacon Schedule of Use Regulations (Suggested Edits)

Permitted Uses by District	Reference Notes	All R1	All RD	PB	GBT	LB	GB	CMS	L	WD	WP	FCD	LI	HI
Parking/Auto-Oriented														
Off-Street Parking or Parking Structure	Subject to §223-26	SP* x	SP* x	SP*	P SP	P	P SP	P SP	x	x	x	x	P x	P x
Vehicle Sales or Rental Lot		x	x		x		P SP	x	x	x	x	x	x SP	x
Gas Filling Station and/or Car Wash	Subject to Ch.210/§223-21	x	x	x	x	x	SP* SP	x	x	x	x	x	x-SP	SP* x
Auto Body or Repair Shop	Subject to Chapter 210	x	x	x	x	x	SP* SP	x	x	x	x	x	SP	SP* x
Ambulance Service		SP* SP	SP* SP	SP*	SP* SP	SP*	SP* P	x	x	x	x	x	SP* P	SP* x
Industrial or Assembly														
Wholesale or Storage Business		x	x	x	x	x	P	x	x	x	x	x	SP* P	P
Workshop		x	x	x	x SP	x	P	P	x P	x	x	P	P	P
Industrial or Manufacturing Use		x	x	x	x	x	x	x	SP	x	x	P	P	P
Other														
Wireless Communication	Subject to §223-24.5	SP*	SP*	SP*	SP*	SP*	SP*	P SP*	P SP*	x SP*	x SP*	x SP*	SP*	SP*
Small Cell Wireless Facility	Subject to §223-26.4	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*	P/SP*
Farm		P	P x	P	P x	P	x	x	x	x	x	x	x	x
Horticultural Nursery		SP* P	SP* P	SP*	SP* x	SP	SP* P	x	x	x	x	x	SP* P	SP* x
Historic District Overlay Use	Subject to §223-24.7	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*
Ski Facility (Mt. Beacon)		SP	x	x	x	x	x	x	x	x	x	x	x	x
Permitted Accessory Uses (includes uses/structures customarily incidental to a permitted principal use, but not an activity for commercial gain in a residential district)														
Accessory Apartment	Subject to §223-24.1	SP* SP	SP* SP	x	x SP	x	x	x	x	x	x	x	x	x
Private Tennis Court or Pool	Subject to §223-13	P	P	x	x P	x	x	x	x	x	x	x	x	x
Home Occupation or Artist Studio	Subject to §223-17.1	P	P	x	x P	x	x	P x	P x	x	x	x	x	x
Medical Service Structure		P	P		P		x	x	x	x	x	x	x	x
Parking Structure		x	x		x SP		x	P	x P	x P	x	x P	x	x
Garden, Roof Garden, or Greenhouse		P	P	x	x P	x	x P	P	P	P	x P	x P	x P	x P
Solar Collectors	Subject to Article X	P	P	P	P	P	P	P	P	P	P	P	P	P

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Section 223-17, City of Beacon Schedule of Use Regulations (Suggested Edits)

Permitted Uses by District	Reference Notes	All R1	All RD	I	GB	CMS	L	WD	WP	FCD	LI	HI
Residential												
One-Family Detached Dwelling		P	P	P	x	x	x	x	x	x	x	x
One-Family Attached/Semidetached	Including Townhouses	x	P	P	x	x	P	x	x	P	x	x
Two-Family Dwelling		x	P	P	x	x	x	x	x	x	x	x
Multifamily Dwelling		x	SP*	P	P	P	P	P	x	P	x	x
Artist Live/Work Space	Subject to §223-14.2	x	x	P	P	P	P	P	x	P	P	x
Retail/Office/Service												
Retail, Personal Service, or Bank		x	x	x	P	P	P	P	x	x	P	x
Office		x	x	P	P	P	P	P	x	P	P	x
Artist Studio, Art Gallery/Exhibit Space		x	x	P	P	P	P	x	x	P	P	x
Funeral Home		x	x	x	P	x	x	x	x	x	P	x
Commercial Recreation, Indoor		x	x	x	P	P	x	x	x	x	P	P
Auction Gallery		x	x	x	P	x	x	x	x	x	P	P
Adult Use	Subject to §223-20.1	x	x	x	x	x	x	x	x	x	SP	x
Food/Lodging												
Restaurant or Coffee House		x	x	x	P	P	P	P	SP*	P	x	x
Bar/Brew Pub/Microbrewery/Microdistillery		x	x	x	P	P	P	P	x	P	P	P
Food Preparation Business		x	x	x	P	SP	SP	x	x	x	P	P
Bed and Breakfast	Subject to §223-24.4	SP	SP	SP	P	x	P	x	SP*	P	P	x
Inn		x	x	x	P	P	P	P	SP*	P	P	x
Hotel	Subject to §223-14.1	x	x	x	P	P	P	P	x	x	P	x
Social/Community												
Spa/Fitness Center/Exercise Studio		x	x	SP	P	P	P	P	x	P	P	x
Day Care Center		x	x	P	P	x	P	P	x	P	SP	x
Park, Preserve, Community Garden		P	P	P	P	P	P	P	P	P	P	x
Theater, Concert or Conference Space		x	x	x	P	P	P	P	x	P	P	x
Museum		SP*	SP*	SP*	P	P	P	P	x	P	P	SP
Place of Worship/Religious Facility		P	P	P	P	x	x	x	x	x	P	x
Social Club	Subject to §223-24.2	SP	SP	SP	SP	P	x	x	x	x	SP	x
Government Facility		P	P	P	P	P	P	P	P	P	P	P
Golf Course		SP*	SP*	x	x	x	x	x	x	x	x	x
Healthcare												
Hospital or Nursing Home	Subject to §223-21.1 and 22	SP*	SP*	x	x	x	x	x	x	P	P	P
Animal Care Facility		SP	SP	x	SP	x	x	x	x	x	SP	x
Educational												
College or University		SP*	SP*	x	P	P	P	x	x	P	P	P
Trade School or Training Program		x	x	x	P	P	P	x	x	P	P	P
Private School or Nursery School		SP	SP	SP	P	x	P	x	x	P	SP	x

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Standards See -->

Article
IVD

Article
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Article
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Article
IVA

Article
IVC

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Section 223-17, City of Beacon Schedule of Use Regulations (Suggested Edits)

Permitted Uses by District	Reference Notes	All R1	All RD	I	GB	CMS	L	WD	WP	FCD	LI	HI
Parking/Auto-Oriented												
Off-Street Parking or Parking Structure	Subject to §223-26	x	x	SP	SP	SP	x	x	x	x	x	x
Vehicle Sales or Rental Lot		x	x	x	SP	x	x	x	x	x	SP	x
Gas Filling Station and/or Car Wash	Subject to Ch. 210 & 223-21	x	x	x	SP	x	x	x	x	x	SP	x
Auto Body or Repair Shop	Subject to Chapter 210	x	x	x	SP	x	x	x	x	x	SP	x
Ambulance Service		SP	SP	SP	P	x	x	x	x	x	P	x
Industrial or Assembly												
Wholesale or Storage Business		x	x	x	P	x	x	x	x	x	P	P
Workshop		x	x	SP	P	P	P	x	x	P	P	P
Industrial or Manufacturing Use		x	x	x	x	x	SP	x	x	P	P	P
Other												
Wireless Telecommunications Facility	Subject to §223-24.5	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*
Small Cell Wireless Facility	Subject to §223-26.4	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP	P/SP
Farm		P	x	x	x	x	x	x	x	x	x	x
Horticultural Nursery		P	P	x	P	x	x	x	x	x	P	x
Historic District Overlay Use	Subject to §223-24.7	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*	SP*
Permitted Accessory Uses (includes uses/structures customarily incidental to a permitted principal use, but not an activity for commercial gain in a residential district)												
Accessory Apartment	Subject to §223-24.1	SP	SP	SP	x	x	x	x	x	x	x	x
Private Tennis Court or Pool	Subject to §223-13	P	P	P	x	x	x	x	x	x	x	x
Home Occupation or Artist Studio	Subject to §223-17.1	P	P	P	x	x	x	x	x	x	x	x
Parking Structure		x	x	SP	x	P	P	P	x	P	x	x
Garden, Roof Garden, or Greenhouse		P	P	P	P	P	P	P	P	P	P	P
Solar Collectors	Subject to Article X	P	P	P	P	P	P	P	P	P	P	P

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Article
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Article
IVC

4.24.20

DRAFT

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Accepting Dedication of Easement of Utility Infrastructure In and Over Fairways Lane

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Accepting Dedication of Easement of Utility Infrastructure In and Over Fairways Lane	Resolution
Memorandum from the City Engineer Regarding Fairways Lane	Cover Memo/Letter
Offer of Dedication Beacon Polo Fields	Backup Material



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION ACCEPTING DEDICATION OF UTILITY INFRASTRUCTURE AND EASEMENT IN AND OVER FAIRWAYS LANE

WHEREAS, an irrevocable offer of dedication was made to the City of Beacon by OL Beacon LLC dated November 3, 2004 and recorded in the Dutchess County Clerk's Office on November 5, 2004 as Document No. 02 2004 11922 in connection with the "Final Subdivision Plat of Phase 3 of Polo Field Investments" which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042B; and

WHEREAS, the Offer of Dedication includes: (1) a water and sewer easement in Fairways Lane, and (2) a sewer pumping station at the end of Fairways Lane; and

WHEREAS, the public improvements to be dedicated as part of the Polo Fields Subdivision are shown on a map entitled "Map Showing Proposed Conveyances including Fee Conveyances, Conveyances for Highway Purposes and Conveyances of Easements for various purposes to the City of Beacon, the Town of Fishkill and Dutchess Junction Fire District from the Polo Field Development," which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042C; and

WHEREAS, the City is in receipt of an as-built survey entitled "As-Built Survey of Fairways Lane", last revised October 10, 2018, as prepared by Badey & Watson Surveying & Engineering, P.C.; and

WHEREAS, the Owner has submitted Maintenance Bond No. BMYH084803 by The Hanover Insurance Company for the Sewage Pump Station in Fairways Lane in the amount of \$20,000.00; and

WHEREAS, the City Engineer recommends an additional bond amount of \$4,000.00 for the water main and sewer main in Fairways Lane; and

WHEREAS, the City Engineer has inspected the utilities with the Highway Superintendent and Water & Sewer Superintendent and found that the water and sewer infrastructure have been constructed and installed in general conformance to the approved plans and were tested in accordance with NYSDEC and NYSDOH requirements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby accepts the Offer of Dedication for the water and sewer utilities located in Fairways Lane, sewer pump station and force main, and water and sewer easement in Fairways Lane, as shown on the As Built Survey of Fairways Lane and referenced in the Offer of Dedication, and accepts the above-referenced maintenance bond, subject to the following conditions:

1. Payment of all outstanding fees and professional review fees.
2. Revision of the Maintenance Bond to add reference to the water main and sewer main in Fairways Lane and to add the amount of \$4,000.00, for a total bond amount of \$24,000.00.

BE IT FURTHER RESOLVED, that the Mayor and/or the City Administrator are authorized to execute any forms and documents necessary to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal
John Queenan, P.E., Principal

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lane, P.E., L.S.
Arthur R. Tully, P.E.

April 30, 2020

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

RE: Fairways Lane – Polo Fields
City of Beacon
Water & Sewer Dedication

Dear Mr. Ruggiero:

During June of 2019, our office in conjunction with the City's Water and Sewer Department, inspected the existing water and sewer system located on Fairways Lane. Based upon our inspections of the water and sewer utilities at that time, it was found to have been constructed in general conformance with the approved plans and were found to be in good operating condition. The water and sewer utilities were tested in accordance with the NYSDEC and NYSDOH standards and requirements when they were constructed and have been in operation since that time. The applicant has also submitted to the City of Beacon a plan titled "As-Built Survey of Fairways Lane prepared for Polo Fields Investments", last revised October 10, 2019, as prepared by Badey & Watson Surveying and Engineering, P.C., which was found to be acceptable.

We would recommend that the water and sewer lines within Fairways Lane, be accepted by the City of Beacon once the City Attorney approves the offer of dedication and any other required documents, the developer delivers to the City of Beacon a Maintenance Bond in the value of \$4,000.00 for these utilities.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.


John Russo, P.E.

Cc: Ed Balicki, Water & Sewer Superintendent
Nick Ward-Willis, Esq.
Jennifer Gray, Esq.
David Buckley, Building Inspector

21P
T/20

OFFER OF DEDICATION

This Offer of Dedication made this 3rd day of November, 2004, between OL BEACON LLC, a New York Limited Liability Company, having an address at 200 Garden City Plaza, Garden City, New York 11530 (hereinafter "OL BEACON") and the CITY OF BEACON, a municipal corporation organized and existing under the laws of the State of New York having its principal offices located at City Hall, Suite 1, 1 Municipal Plaza, Beacon, New York 12508 (hereinafter the "CITY OF BEACON"),

WHEREAS, OL BEACON is the owner in fee of certain real property located in the City of Beacon, Dutchess County, New York, as shown on a plan of subdivision entitled, "Final Subdivision Plat of Phase 3 of Polo Field Investments", which map is to be filed in the Dutchess County Clerk's Office, and

WHEREAS, application was made for subdivision approval to the Planning Board of the CITY OF BEACON for approval of the subdivision entitled, "Polo Field Investments", located in the City of Beacon, Dutchess County, New York, and

WHEREAS, the CITY OF BEACON Planning Board has heretofore granted the aforesaid subdivision final approval conditioned upon OL BEACON dedicating certain public improvements to the CITY OF BEACON as hereinafter described, and

WHEREAS, the public improvements to be dedicated are shown on a map entitled "Map Showing Proposed Conveyances including Fee Conveyances, Conveyances for Highway Purposes and Conveyances of

FELDMAN-JACOBSON ABSTRACT
TITLE NO. 04-10-040308
RF: 201-47

022004 11922 Rec 11/5/04

Easements for various purposes to The City of Beacon, The Town of Fishkill, and Dutchess Junction Fire District from the Polo Field Development", which map is to be filed in the Dutchess County Clerk's Office.

NOW, THEREFORE, OL BEACON does hereby irrevocably offer to dedicate to the CITY OF BEACON the following:

1. All its right, title and interest in and to certain premises shown on the subdivision plan as Riding Ridge Trail, and the following easements, all as more particularly described in Schedule "A" annexed hereto: (a) an easement for drainage and general utility purposes (the "Drainage and General Utility Easement"), (b) two (2) sight line easements over a portion of certain lots within the subdivision (the "Sight Line Easements"), (c) an easement to deposit, store and remove snow (the "Snow Storage Easement"), (d) a water and sewer easement in Fairways Lane, (e) a sewer pumping station at the end of Fairways Lane and (f) a sewer easement to serve Lot 32 (Firehouse Lot).

2. The purpose of the Sight Line Easements is to provide for, keep and maintain clear and unobstructed sight lines and sight distances for traffic safety purposes, including the right to enter upon and inspect, cut, clear, trim, prune, grade, alter and remove all obstructions and impediments in and on the real property described as Sight Line Easements contained in Schedule "A" annexed hereto.

3. OL BEACON hereby covenants that no structures, permanent improvements or any obstructions whatsoever shall be constructed within the easements described in paragraph 1 above,

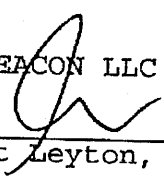
except approved structures, but nothing shall prevent OL BEACON, its successors and assigns from the full use and enjoyment of said property except as otherwise limited by these easements, provided such use does not interfere with the use for which the easement is irrevocably offered.

4. OL BEACON covenants that it is seized of said premises in fee simple and it has good right to convey the same.

5. At the time of acceptance by the CITY OF BEACON, title to the premises shall be good and marketable and free from all liens and encumbrances except existing rights of public utility companies and the rights of others to use said premises for highway purposes where appropriate, and OL BEACON agrees to furnish at its expense a policy of title insurance in the amount of not less than \$5,000.00.

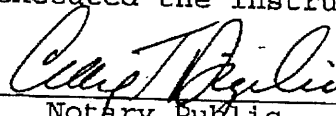
IN WITNESS WHEREOF, OL BEACON has executed this Offer of
Dedication the day and year first above written.

OL BEACON LLC

By: 
Scott Leyton, Manager

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

On the 3rd day of November, 2004, before me, the undersigned, a notary public in and for said state, personally appeared SCOTT LEYTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CRAIG T. DIGILIO
Notary Public, State of New York
Qualified in Ulster County
Commission Expires May 31, 2007

Record and Return to:

Gerard Pisanelli, Esq.
2 Cannon Street
Poughkeepsie, New York 12601

4596-43938
10/29/04
#273913
Riding Ridge Trail
& related Easements

File No. 86-246BA
W.O. No. 12257
Doc. No. PF07MY9D.doc
Created: May 24, 1999
Revised: March 12, 2004
Printed: March 12, 2004
Figure No(s.) 2410, 3172, 3301, 3171, 108
Author: G.J.W.

SCHEDULE A
prepared for
Polo Field Investments
(Riding Ridge Trail and related Easements)

RIDING RIDGE TRAIL

ALL that certain parcel of land situate in the City of Beacon, County of Dutchess and State of New York that is a portion of the lands shown and designated as Parcel A on that certain "Supplemental Subdivision Plat to Polo Field - Map No. 1 ...," which was filed in the Dutchess County Clerk's office on June 26, 1992 as Filed Map No. 8937A, that is bounded and described as follows.

BEGINNING at Point Y, which point occupies coordinate position

N 540,045.68 (y)
E 598,823.35 (x)

of the New York State Coordinate System, East Zone and is a point on the northerly line of Slocum Road where it is met by the line dividing Lot No. 30 shown on said Filed Map No. 8937A, on the east, from said Parcel A on Filed Map No. 8937A, on the west.

THENCE from the said point of beginning westerly along the northerly line of Slocum Road on a curve to the left, the center of which bears S54°32'50"W, the central angle of which is 5°05'41", the radius of which is 1,100.00 feet for 97.81 feet to Point Z, which point occupies coordinate position

N 540,122.73 (y)
E 598,763.15 (x)

FELDMAN-JACOBSON ABSTRACT
TITLE NO. _____
RF: _____

of the New York State Coordinate System, East Zone and is the point on the northerly line of Slocum Road that is the point of beginning of both the Drainage and General Utility Easement and the Second Sight Line Easement hereinafter described. Thence leaving the said northerly line of Slocum Road and running through the said Parcel A on Filed Map No. 8937A the following, first turning about and on a tangent curve to the left, the center of which bears N49°27'10"E, the central angle of which is 87°27'10", the radius of which is 25.00 feet for 38.16 feet, then

N 52°00'00" E 101.11 feet

then on a tangent curve to the left, the central angle of which is 30°30'00", the radius of which is 125.00 feet for 66.54 feet, then

N 21°30'00" E 100.00 feet

then on a tangent curve to the right, the central angle of which is 20°30'00", the radius of which is 200.00 feet for 71.56 feet, and then

N 42°00'00" E 254.29 feet

to Point AA, which point occupies coordinate position

N 540,576.77 (y)

E 599,160.82 (x)

of the New York State Coordinate System, East Zone and which point is the point of beginning of the Snow Storage and Removal Easement hereinafter described. Thence continuing through said Parcel A on Filed Map No. 8937A, first on a tangent curve to the left, the central angle of which is 70°31'44", the radius of which is 25.00 feet for 30.77 feet, then on a curve reversing to the right, the center of which bears N61°28'16"E, the central angle of which is 250°31'44", the radius of which is 50.00 feet for 218.63 feet, then

S 42°00'00" W 325.00 feet

then on a tangent curve to the left, the central angle of which is 20°30'00", the radius of which is 150.00 feet for 53.67 feet, and then

S 21°30'00" W 100.00 feet

to a point. Thence still through Parcel A on Filed Map No. 8937A and continuing along the westerly line of the aforementioned Lot No. 30 on said Filed Map No. 8937A, the following, first on a tangent curve to the right, the central angle of which is 30°30'00", the radius of which is 175.00 feet for 93.16 feet, then

S 52°00'00" W 101.11 feet

and then on a tangent curve to the left, the central angle of which is 87°27'10", the radius of which is 25.00 feet for 38.16 feet to the point or place of beginning, containing 0.938 acres, more or less.

DRAINAGE & GENERAL UTILITY EASEMENT ✓

TOGETHER WITH an easement for drainage and general utility purposes over another portion of the said Parcel A on Filed Map No. 8937A that is bounded and described as follows.

BEGINNING at the point on the northerly line of Slocum Road where it is met by the westerly line of the parcel (Riding Ridge Trail) hereinabove described that was hereinabove identified as Point Z.

THENCE from the said point of beginning westerly along the said northerly line of Slocum Road, first on the curve to the left, the center of which bears S49°27'10"W, the central angle of which is 3°47'10", the radius of which is 1,100.00 feet for 72.69 feet and then

N 44°20'00" W 100.00 feet

to a point. Thence through Parcel A on said Filed Map No. 8937A, first the following courses:

N 45°40'00" E 20.00 feet

S 44°20'00" E 126.93 feet and

S 63°50'00" E 79.75 feet

to a point on the westerly line of the parcel (Riding Ridge Trail) hereinabove described. Thence southerly along the said westerly line of the parcel (Riding Ridge Trail) hereinabove described, first

S 52°00'00" W 27.00 feet

and then on a tangent curve to the right, the central angle of which is 87°27'10", the radius of which is 25.00 feet for 38.16 feet to the point or place of beginning of this easement.

TOGETHER WITH two Sight Line Easements that are bounded and described as follows.

SIGHT LINE EASEMENT 1 ✓

AN EASEMENT over a portion of Lot No. 30 on said Filed Map No. 8937A that is designated thereon as "Sight Line Easement" and is bounded and described as follows:

BEGINNING at Point Y, hereinabove described, the point on the northerly line of Slocum Road where it is met by the line dividing Lot No. 30 shown on said Filed Map No. 8937A, on the east, from said Parcel A on Filed Map No. 8937A, on the west, which point is the point of beginning of the parcel (Riding Ridge Trail) hereinabove described.

THENCE from the said point of beginning northwesterly along the last mentioned division line, first on a curve to the right, the center of which bears N54°32'50" the central angle of which is 87°27'10", the radius of which is 25.00 feet for 38.16 feet and then

N 52°00'00" E 40.81 feet

to a point. Thence southerly through said Lot No. 30 on Filed Map No. 8937A

S 10°00'00" W 91.62 feet

to another point on the northerly line of Slocum Road. Thence westerly along the said northerly line of Slocum Road on a non-tangent curve to the left, the center of which bears S56°30'00"W, the central angle of which is 1°57'10", the radius of which is 1,100.00 feet for 37.49 feet to the point or place of beginning of this easement.

SIGHT LINE EASEMENT 2

AN EASEMENT over a portion of Parcel A on said Filed Map No. 8937A that is bounded and described as follows.

BEGINNING at the point on the northerly line of Slocum Road where it is met by the westerly line of the parcel (Riding Ridge Trail) hereinabove described that was hereinabove identified as Point Z.

THENCE from the said point of beginning westerly along the northerly line of Slocum Road on a curve to the left, the center of which bears S49°27'10"W, the central angle of which is 1°57'10", the radius of which is 1,100.00 feet for 37.49 feet. Thence through Parcel A on said Filed Map No. 8937A

S 86°00'00" E 91.62 feet

to a point on the westerly line of the parcel (Riding Ridge Trail) hereinabove described. Thence southerly along the westerly line of the parcel (Riding Ridge Trail) hereinabove described, first

S 52°00'00" W 40.81 feet

and then on a tangent curve to the right, the central angle of which is 87°27'10", the radius of which is 25.00 feet for 38.16 feet to the point or place of beginning of this easement.

SNOW STORAGE EASEMENT

TOGETHER WITH an easement to deposit, store and remove snow on and from another portion of the said Parcel A on Filed Map No. 8937A that is bounded and described as follows:

File U:\86-246BA\Word Descriptions\PF07MY9D.doc
ments

Riding Ridge Trail and related Easements

BEGINNING at the point within said Parcel A and on the line of the lands hereinabove described (Riding Ridge Trail) that was hereinabove identified as Point AA.

THENCE from said Point AA, the point of beginning of this easement, through Parcel A on Filed Map No. 8937A, the following, first

N 48°00'00" W 10.00 feet

then on a non-tangent curve to the left, the center of which bears N48°00'00"W, the central angle of which is 70°31'44", the radius of which is 15.00 feet for 18.46 feet, then on a curve reversing to the right, the center of which bears N61°28'16"E, the central angle of which is 250°31'44", the radius of which is 60.00 feet for 262.35 feet and then

S 42°00'00" W 70.71 feet and
N 48°00'00" W 10.00 feet

to a point on the easterly line of the parcel (Riding Ridge Trail) hereinabove described. Thence northerly, westerly and southerly still through Parcel A on Filed Map No. 8937A and along the line of the parcel (Riding Ridge Trail) hereinabove described the following, first

N 42°00'00" E 70.71 feet

then on a tangent curve to the left, the central angle of which is 250°31'44", the radius of which is 50.00 feet for 218.63 feet, and then on a curve reversing to the right, the center of which bears S61°28'16"W, the central angle of which is 70°31'44", the radius of which is 25.00 feet for 30.77 feet to the point or place of beginning of this easement.

N.B. Reference to the New York Coordinate System, East Zone, hereinabove, is to that system designed for the North American Datum of 1927 and was established from data obtained from the New York State Department of Transportation. Specifically, Points T9 and T10 for Highway Corridor Mapping Contract HC6791 were recovered in good condition and accepted.

Users are referred to that certain "Map showing proposed conveyances to The City of Beacon, Town of Fishkill and Dutchess Junction Fire District," by Badey

& Watson, Surveying and Engineering, PC, dated February 2, 2004 and intended to be filed in the Dutchess County Clerk's office prior to or simultaneously with the recording of the instrument of which this description is a part. Letter references, such as "Point ZZ", are shown on said map and on the closure(s) annexed to this description.

Prepared by

BADEY & WATSON

Surveying & Engineering, P.C.

U.S. Route 9

Cold Spring, New York 10516

(845)265-9217(V)

(845)265-4428(F)

CLOSURE OF RIDING RIDGE TRAIL - FIGURE 2410

1271 540045.6842 598823.3517 POINT_Y
S 54-32-50.3 W 1100.0000
CC 280 539407.6508 597927.2974 DELTA= 5-05-40.7 L L= 97.8100
N 49-27-09.7 E 1100.0000
1270 540122.7342 598763.1537 POINT_Z
N 49-27-09.7 E 25.0000
CC 1269 540138.9861 598782.1504 DELTA= 87-27-09.7 L L= 38.1584
S 38-00-00.0 E 25.0000
1268 540119.2858 598797.5420
N 52-00-00.0 E 101.1117
1251 540181.5364 598877.2191
N 38-00-00.0 W 125.0000
CC 1245 540280.0377 598800.2614 DELTA= 30-30-00.0 L L= 66.5407
S 68-30-00.0 E 125.0000
1252 540234.2251 598916.5636
N 21-30-00.0 E 100.0000
1253 540327.2668 598953.2137
S 68-30-00.0 E 200.0000
CC 1248 540253.9666 599139.2972 DELTA= 20-30-00.0 R L= 71.5585
N 48-00-00.0 W 200.0000
1254 540387.7927 598990.6683
N 42-00-00.0 E 254.2893
1262 540576.7665 599160.8210 POINT_AA
N 48-00-00.0 W 25.0000
CC 1263 540593.4948 599142.2424 DELTA= 70-31-43.6 L L= 30.7740
N 61-28-16.4 E 25.0000
1264 540605.4348 599164.2068
N 61-28-16.4 E 50.0000
CC 1243 540629.3148 599208.1357 DELTA=250-31-43.6 R L= 218.6276
S 48-00-00.0 E 50.0000
1267 540595.8582 599245.2929
S 42-00-00.0 W 325.0000
1260 540354.3362 599027.8255
S 48-00-00.0 E 150.0000
CC 1248 540253.9666 599139.2972 DELTA= 20-30-00.0 L L= 53.6689
N 68-30-00.0 W 150.0000
1259 540308.9418 598999.7346

S 21-30-00.0 W 100.0000
 1258 540215.9000 598963.0845
 N 68-30-00.0 W 175.0000
 CC 1245 540280.0377 598800.2614 DELTA= 30-30-00.0 R L= 93.1569
 S 38-00-00.0 E 175.0000
 1257 540142.1358 598908.0021
 S 52-00-00.0 W 101.1117
 1273 540079.8853 598828.3250
 S 38-00-00.0 E 25.0000
 CC 1272 540060.1850 598843.7166 DELTA= 87-27-09.7 L L= 38.1584
 S 54-32-50.3 W 25.0000
 1271 540045.6842 598823.3517 POINT_Y

AREA= 40838.566 SQ.FT.= 0.93752446 ACRES

**CLOSURE DRAINAGE & GENERAL UTILITY EASEMENT
FIGURE 3172**

1270 540122.7342 598763.1537 POINT_Z
 S 49-27-09.7 W 1100.0000
 CC 280 539407.6508 597927.2974 DELTA= 3-47-09.7 L L= 72.6863
 N 45-40-00.0 E 1100.0000
 279 540176.3655 598714.1123
 N 44-20-00.0 W 100.0000
 2292 540247.8941 598644.2292
 N 45-40-00.0 E 20.0000
 2293 540261.8707 598658.5349
 S 44-20-00.0 E 126.9311
 2294 540171.0787 598747.2383
 S 63-50-00.0 E 79.7535
 2295 540135.9087 598818.8183
 S 52-00-00.0 W 27.0000
 1268 540119.2858 598797.5420
 N 38-00-00.0 W 25.0000
 CC 1269 540138.9861 598782.1504 DELTA= 87-27-09.7 R L= 38.1584
 S 49-27-09.7 W 25.0000
 1270 540122.7342 598763.1537 POINT_Z

AREA= 4936.548 SQ.FT.= 0.11332755 ACRES

CLOSURE SIGHT LINE EASEMENT 1 - FIGURE 3301

1271 540045.6842 598823.3517 POINT_Y
N 54-32-50.3 E 25.0000
CC 1272 540060.1850 598843.7166 DELTA= 87-27-09.7 R L= 38.1584
N 38-00-00.0 W 25.0000
1273 540079.8853 598828.3250
N 52-00-00.0 E 40.8068
100 540105.0085 598860.4813
S 10-00-00.0 W 91.6189
160 540014.7815 598844.5718
S 56-30-00.0 W 1100.0000
CC 280 539407.6508 597927.2974 DELTA= 1-57-09.7 L L= 37.4888
N 54-32-50.3 E 1100.0000
1271 540045.6842 598823.3517 POINT_Y

AREA= 1851.349 SQ.FT.= 0.04250112 ACRES

CLOSURE SIGHT LINE EASEMENT 2 - FIGURE 3171

1270 540122.7342 598763.1537 POINT_Z
S 49-27-09.7 W 1100.0000
CC 280 539407.6508 597927.2974 DELTA= 1-57-09.7 L L= 37.4888
N 47-30-00.0 E 1100.0000
54 540150.8000 598738.3025
S 86-00-00.0 E 91.6189
53 540144.4090 598829.6982
S 52-00-00.0 W 40.8068
1268 540119.2858 598797.5420
N 38-00-00.0 W 25.0000
CC 1269 540138.9861 598782.1504 DELTA= 87-27-09.7 R L= 38.1584
S 49-27-09.7 W 25.0000
1270 540122.7342 598763.1537 POINT_Z

AREA= 1851.349 SQ.FT.= 0.04250113 ACRES

CLOSURE SNOW STORAGE EASEMENT - FIGURE 0108

1262 540576.7665 599160.8210 POINT_AA
N 48-00-00.0 W 10.0000
1776 540583.4578 599153.3896
N 48-00-00.0 W 15.0000
CC 1263 540593.4948 599142.2424 DELTA= 70-31-43.6 L L= 18.4644
N 61-28-16.4 E 15.0000
1777 540600.6588 599155.4211
N 61-28-16.4 E 60.0000
CC 1243 540629.3148 599208.1357 DELTA=250-31-43.6 R L= 262.3531
S 48-00-00.0 E 60.0000
1782 540589.1669 599252.7244
S 42-00-00.0 W 70.7107
1783 540536.6187 599205.4097
N 48-00-00.0 W 10.0000
1775 540543.3100 599197.9783
N 42-00-00.0 E 70.7107
1267 540595.8582 599245.2929
N 48-00-00.0 W 50.0000
CC 1243 540629.3148 599208.1357 DELTA=250-31-43.6 L L= 218.6276
S 61-28-16.4 W 50.0000
1264 540605.4348 599164.2068
S 61-28-16.4 W 25.0000
CC 1263 540593.4948 599142.2424 DELTA= 70-31-43.6 R L= 30.7740
S 48-00-00.0 E 25.0000
1262 540576.7665 599160.8210 POINT_AA

AREA= 3358.202 SQ.FT.= 0.07709372 ACRES

File No. 86-246BA
W.O. No. 12257
Doc. No. PF09MY9D.lwp
Created: May 24, 1999
Revised: March 5, 2004
Printed: March 10, 2004
Figure No(s.) 2312, 3231, 3314
Author: G.J.W.

SCHEDULE A
prepared for
Polo Field Investments
(Water and Sewer Easements)
(To be conveyed to The City of Beacon)

WATER & SEWER EASEMENT IN FAIRWAYS LANE

AN EASEMENT for the installation, re-installation, repair and maintenance of sanitary sewers and related fixtures and equipment and water distribution mains, service lines and related fixtures and equipment in and under that certain parcel of land situate in the Town of Fishkill, County of Dutchess and State of New York that is a portion of the lands shown and designated as Parcel B on that certain "Subdivision Plat prepared for Polo Field - Map No. 1 ...," which was filed in the Dutchess County Clerk's office on February 1, 1990 as Map No. 8937 that is bounded and described as follows.

BEGINNING at Point BB which point occupies coordinate position

N 540,528.48 (y)
E 598,316.83 (x)

of the New York State Coordinate System, East Zone and is the point on the westerly line of Slocum Road where it is met by the line dividing Lot No. 22 shown on said Filed Map No. 8937, on the north, from said Parcel B on Filed Map No. 8937, on the south.

THENCE from the said point of beginning southerly along the westerly line of Slocum Road, first on a curve to the left, the center of which bears N62°16'54"E, the central angle of which is 16°36'54", the radius of which is 285.00 feet for 82.65 feet and then

S 44°20'00" E 10.52 feet

to a point. Thence leaving the said westerly line of Slocum Road and running through the said Parcel B on Filed Map No. 8937 the following, first turning about and on a tangent curve to the left, the central angle of which is $82^{\circ}40'00''$, the radius of which is 25.00 feet for 36.07 feet, then

S $53^{\circ}00'00''$ W 18.88 feet

then on a tangent curve to the right, the central angle of which is $50^{\circ}00'00''$, the radius of which is 175.00 feet for 152.72 feet, then

N $77^{\circ}00'00''$ W 100.00 feet

then on a tangent curve to the left, the central angle of which is $31^{\circ}20'00''$, the radius of which is 125.00 feet for 68.36 feet, then

S $71^{\circ}40'00''$ W 101.08 feet

then on a tangent curve to the right, the central angle of which is $9^{\circ}20'00''$, the radius of which is 550.00 feet for 89.59 feet, then

S $81^{\circ}00'00''$ W 85.03 feet

then on a tangent curve to the left, the central angle of which is $70^{\circ}31'44''$, the radius of which is 25.00 feet for 30.77 feet, and then on a curve reversing to the right, the center of which bears N $79^{\circ}31'44''$ W, the central angle of which is $239^{\circ}31'44''$, the radius of which is 50.00 feet for 209.03 feet to Point HH, which point occupies coordinate position

N 540403.77 (y)

E 597661.22 (x)

of the New York State Coordinate System, East Zone and is the point of beginning of the Sanitary Sewer Pumping Station Easement hereinafter described. Thence still through said Parcel B on Filed Map No. 8937 and continuing along the southerly line of Lot No. 22 on said Filed Map No. 8937 the following, first on the same curve to the right, the center of which now bears S $20^{\circ}00'00''$ E, the central angle of which is $11^{\circ}00'00''$, the radius of which is 50.00 feet for 9.60 feet, then

N 81°00'00" E 155.74 feet

then on a tangent curve to the left, the central angle of which is 9°20'00", the radius of which is 500.00 feet for 81.45 feet, then

N 71°40'00" E 101.08 feet

then on a tangent curve to the right, the central angle of which is 31°20'00", the radius of which is 175.00 feet for 95.70 feet, then

S 77°00'00" E 100.00 feet

then on a tangent curve to the left, the central angle of which is 50°00'00", the radius of which is 125.00 feet for 109.08 feet, then

N 53°00'00" E 19.06 feet

and then on a tangent curve to the left, the central angle of which is 80°43'05", the radius of which is 25.00 feet for 35.22 feet to the point or place of beginning of this easement.

SEWER PUMPING STATION EASEMENT AT THE END OF FAIRWAYS LANE

TOGETHER WITH ANOTHER EASEMENT for the installation, re-installation, repair and maintenance of a sanitary sewer pump station and related fixtures and equipment on, in and under that certain parcel of land situate in the Town of Fishkill, County of Dutchess and State of New York that is also a portion of the lands shown and designated as Parcel B on that certain "Subdivision Plat prepared for Polo Field - Map No. 1 ...," which was filed in the Dutchess County Clerk's office on February 1, 1990 as Filed Map No. 8937 that is bounded and described as follows.

BEGINNING at the point within said Parcel B and on the northerly line of the first easement hereinabove described that was hereinabove identified as Point HH.

THENCE from the point of beginning of this easement, through Parcel B on Filed Map No. 8937, the following courses

N 20°00'00" W 135.00 feet
N 70°00'00" E 30.00 feet
S 20°00'00" E 95.00 feet
N 70°00'00" E 15.00 feet and
S 20°00'00" E 47.81 feet

to another point on the northerly line of the first easement hereinabove described. Thence westerly along the northerly line of the first easement hereinabove described, first

S 81°00'00" W 36.12 feet

and then on a tangent curve to the left, the central angle of which is 11°00'00", the radius of which is 50.00 feet for 9.60 feet to the point or place of beginning of this easement.

SEWER EASEMENT TO SERVE LOT 32 (FIREHOUSE LOT)

AN EASEMENT for the installation, re-installation, repair and maintenance of sanitary sewers and related fixtures and equipment in and under that certain parcel of land situate in the Town of Fishkill, County of Dutchess and State of New York that is a portion of the lands shown and designated as Parcel B on that certain "Sub-division Plat prepared for Polo Field - Map No. 1 ...," which was filed in the Dutchess County Clerk's office on February 1, 1990 as Map No. 8937 that is bounded and described as follows.

BEGINNING at Point KK, which point occupies coordinate position

N 540,023.38 (y)
E 598,777.82 (x)

of the New York State Coordinate System, East Zone and is the point on the southerly line of Slocum Road that is distant northwesterly along the said southerly line of Slocum Road the following, first

N 16°10'00" E 228.24 feet

then on a tangent curve to the left, the central angle of which is 42°50'00", the radius of which is 190.00 feet for 142.04 feet, then

File U:\86-246BA\Word Descriptions\PF09MY9D.doc
Water and Sewer Easements to be conveyed to the City of Beacon

N 26°40'00" W 130.12 feet

and then on a tangent curve to the left, the central angle of which is 9°14'08", the radius of which is 1,050.00 feet for 169.25 feet

from Point M, which point occupies coordinate position

N 539,405.22 (y)

E 598,873.16 (x)

of the New York State Coordinate System, East Zone and is the point where the said southerly line of Slocum Road meets the westerly line of Route 9D, as shown on said Filed Map No. 8937.

THENCE from the said point of beginning, through Parcel B on said Filed Map No. 8937, the following courses:

S 24°00'00" W 111.39 feet

S 04°00'00" E 190.68 feet

S 34°00'00" W 390.75 feet and

S 42°10'00" E 139.56 feet

to a point on the westerly line of that portion of said Parcel B which is proposed to be conveyed to the Dutchess Junction Fire District. Thence still through said Parcel B and along the westerly line of the said parcel proposed to be conveyed to the Dutchess Junction Fire District

S 35°00'00" W 30.77 feet

to a point. Thence still through said Parcel B, but no longer along the westerly line of the said parcel proposed to be conveyed to the Dutchess Junction Fire District, the following courses:

N 42°10'00" W 169.90 feet

N 34°00'00" E 403.93 feet

N 04°00'00" W 187.83 feet and

N 24°00'00" E 135.61 feet

to another point on the southerly line of Slocum Road. Thence easterly along the southerly line of Slocum Road on a non-tangent curve to the right, the center of which bears $S52^{\circ}13'23''W$, the central angle of which is $1^{\circ}52'29''$, the radius of which is 1,050.00 feet for 34.36 feet to the point or place of beginning of this easement.

N.B. Reference to the New York Coordinate System, East Zone, hereinabove, is to that system designed for the North American Datum of 1927 and was established from data obtained from the New York State Department of Transportation. Specifically, Points T9 and T10 for Highway Corridor Mapping Contract HC6791 were recovered in good condition and accepted.

Users are referred to that certain "Map showing proposed conveyances to The City of Beacon, Town of Fishkill and Dutchess Junction Fire District ...," by Badey & Watson, Surveying and Engineering, PC, dated February 2, 2004 and intended to be filed in the Dutchess County Clerk's office prior to or simultaneously with the recording of the instrument of which this description is a part. Letter references, such as "Point ZZ", are shown on said map and on the closure(s) annexed to this description.

Prepared by

BADEY & WATSON

Surveying & Engineering, P.C.

U.S. Route 9

Cold Spring, New York 10516

(845)265-9217(V)

(845)265-4428(F)

CLOSURE SEWER EASEMENT IN FAIRWAYS LANE - FIGURE 2312

457 540528.4790 598316.8330 POINT_BB
 N 62-16-54.4 E 285.0000
 CC 277 540661.0392 598569.1281 DELTA= 16-36-54.4 L L= 82.6468
 S 45-40-00.0 W 285.0000
 294 540461.8722 598365.2715
 S 44-20-00.8 E 10.5171
 440 540454.3495 598372.6212 POINT_CC
 S 45-40-00.2 W 25.0000
 CC 441 540436.8787 598354.7390 DELTA= 82-39-59.6 L L= 36.0700
 N 36-59-59.4 W 25.0000
 442 540456.8446 598339.6937
 S 52-59-59.9 W 18.8782
 443 540445.4834 598324.6169
 N 37-00-00.0 W 175.0000
 CC 431 540585.2446 598219.2993 DELTA= 50-00-00.1 R L= 152.7163
 S 13-00-00.1 W 175.0000
 444 540414.7299 598179.9328
 N 77-00-00.0 W 100.0000
 445 540437.2250 598082.4958
 S 12-59-59.9 W 125.0000
 CC 434 540315.4287 598054.3770 DELTA= 31-19-59.9 L L= 68.3587
 N 18-20-00.0 W 125.0000
 446 540434.0840 598015.0589
 S 71-40-00.0 W 101.0837
 448 540402.2887 597919.1059
 N 18-20-00.0 W 550.0000
 CC 264 540924.3721 597746.1062 DELTA= 9-20-00.0 R L= 89.5936
 S 9-00-00.0 E 550.0000
 436 540381.1435 597832.1452
 S 81-00-00.0 W 85.0268
 1014 540367.8424 597748.1652
 S 9-00-00.0 E 25.0000
 CC 458 540343.1502 597752.0761 DELTA= 70-31-43.6 L L= 30.7740
 N 79-31-43.6 W 25.0000
 447 540347.6937 597727.4924
 N 79-31-43.6 W 50.0000
 CC 437 540356.7808 597678.3251 DELTA=239-31-43.7 R L= 209.0283

N 19-59-59.9 W 50.0000
466 540403.7654 597661.2241 POINT_HH
S 19-59-59.9 E 50.0000
CC 437 540356.7808 597678.3251 DELTA= 10-59-59.9 R L= 9.5993
N 9-00-00.0 W 50.0000
490 540406.1652 597670.5034
N 81-00-00.0 E 155.7375
449 540430.5279 597824.3235
N 9-00-00.0 W 500.0000
CC 264 540924.3721 597746.1062 DELTA= 9-20-00.0 L L= 81.4488
S 18-20-00.0 E 500.0000
450 540449.7508 597903.3787
N 71-40-00.0 E 101.0837
465 540481.5462 597999.3316 POINT_II
S 18-20-00.0 E 175.0000
CC 434 540315.4287 598054.3770 DELTA= 31-20-00.0 R L= 95.7022
N 13-00-00.0 E 175.0000
452 540485.9435 598093.7434
S 77-00-00.0 E 100.0000
453 540463.4484 598191.1804
N 13-00-00.1 E 124.9999
CC 431 540585.2446 598219.2993 DELTA= 50-00-00.1 L L= 109.0831
S 37-00-00.1 E 125.0000
454 540485.4152 598294.5262
N 52-59-59.5 E 19.0588
455 540496.8851 598309.7472
N 37-00-00.1 W 25.0000
CC 456 540516.8510 598294.7018 DELTA= 80-43-04.6 L L= 35.2199
N 62-16-55.3 E 25.0000
457 540528.4790 598316.8330 POINT_BB

AREA= 40943.009 SQ.FT.= 0.93992215 ACRES

CLOSURE SEWER PUMPING STATION EASEMENT - FIGURE 3231

466 540403.7654 597661.2241 POINT_HH
N 20-00-00.0 W 135.0000
1078 540530.6239 597615.0514
N 70-00-00.0 E 30.0000
1079 540540.8845 597643.2422
S 20-00-00.0 E 95.0000
57 540451.6137 597675.7341
N 70-00-00.0 E 15.0000
58 540456.7441 597689.8295
S 20-00-00.0 E 47.8113
59 540411.8161 597706.1819
S 81-00-00.0 W 36.1233
490 540406.1652 597670.5034
S 9-00-00.0 E 50.0000
CC 437 540356.7808 597678.3251 DELTA= 10-59-59.9 L L= 9.5993
N 19-59-59.9 W 50.0000
466 540403.7654 597661.2241 POINT_HH

AREA= 4807.690 SQ.FT.= 0.11036938 ACRES

**CLOSURE SEWER EASEMENT TO SERVICE LOT 32 -FIREHOUSE LOT
FIGURE 3314**

1592 540023.3752 598777.8169 POINT_KK
S 24-00-00.0 W 111.3910
1593 539921.6145 598732.5101
S 4-00-00.0 E 190.6787
1594 539731.4003 598745.8111
S 34-00-00.0 W 390.7463
1595 539407.4570 598527.3086
S 42-10-00.0 E 139.5608
1596 539304.0151 598620.9943
S 35-00-00.0 W 30.7686
1587 539278.8110 598603.3462 POINT_MM
N 42-10-00.0 W 169.9040
1588 539404.7430 598489.2915
N 34-00-00.0 E 403.9253
1589 539739.6123 598715.1636
N 4-00-00.0 W 187.8287
1590 539926.9834 598702.0614
N 24-00-00.0 E 135.6101
1591 540050.8694 598757.2190
S 52-13-23.0 W 1050.0000
CC 280 539407.6508 597927.2974 DELTA= 1-52-28.9 R L= 34.3556
N 54-05-51.9 E 1050.0000
1592 540023.3752 598777.8169 POINT_KK

AREA= 25947.891 SQ.FT.= 0.59568162 ACRES

DUTCHESS COUNTY CLERK RECORDING PAGE

RECORD & RETURN TO:

GERARD PISANELLI ESQ
2 CANNON ST
POUGHKEEPSIE NY 12601

RECORDED: 11/05/2004

AT: 15:24:25

DOCUMENT #: 02 2004 11922

RECEIVED FROM: FELDMAN JACOBSON ABSTRACT

GRANTOR: OL BEACON LLC
GRANTEE: BEACON CITY

RECORDED IN: DEED
INSTRUMENT TYPE: NO FEE/OFFER OF DED

TAX
DISTRICT: CITY OF BEACON

EXAMINED AND CHARGED AS FOLLOWS:

RECORDING CHARGE: .00

NUMBER OF PAGES: 27

TRANSFER TAX AMOUNT:

TRANSFER TAX NUMBER:

E & A FORM: N

TP-584: N

mb

*** DO NOT DETACH THIS
*** PAGE
*** THIS IS NOT A BILL

COUNTY CLERK BY: MMB /
RECEIPT NO: R97572
BATCH RECORD: A00096

Colette M. Lafuente

COLETTE M. LAFUENTE
County Clerk



City of Beacon Council Agenda
5/4/2020

Title:

Resolution Accepting Dedication of Utility Infrastructure in Riding Ridge Trail

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Accepting Dedication of Utility Infrastructure in Riding Ridge Trail	Resolution
Letter from the City Engineer Regarding Riding Ridge Trail Road and Utility Acceptance	Cover Memo/Letter
Riding Ridge Trail As Built Survey	Backup Material
Partially Executed Bill of Sale Riding Ridge Trail Water and Sewer Facilities with Exhibit A	Backup Material



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION ACCEPTING DEDICATION OF UTILITY INFRASTRUCTURE IN RIDING RIDGE TRAIL

WHEREAS, an irrevocable offer of dedication was made to the City of Beacon by OL Beacon LLC dated November 3, 2004 and recorded in the Dutchess County Clerk's Office on November 5, 2004 as Document No. 02 2004 11922 in connection with the "Final Subdivision Plat of Phase 3 of Polo Field Investments" which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042B; and

WHEREAS, the Offer of Dedication includes a roadway known as Riding Ridge Trail and the following associated easements: (1) an easement for drainage and general utility purposes (the "Drainage and General Utility Easement"), (2) two sight line easements over a portion of certain lots within the subdivision (the "Sight Line Easements"), and (3) an easement to deposit, store and remove snow (the "Snow Storage Easement") which were accepted by the City Council in January 2020; and

WHEREAS, the current owner, Beaver Brook Beacon Acquisitions, LLC ("Owner") also submitted a Bill of Sale for utility infrastructure in Riding Ridge Trail; and

WHEREAS, the public improvements to be dedicated as part of the Polo Fields Subdivision are shown on a map entitled "Map Showing Proposed Conveyances including Fee Conveyances, Conveyances for Highway Purposes and Conveyances of Easements for various purposes to the City of Beacon, the Town of Fishkill and Dutchess Junction Fire District from the Polo Field Development," which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042C; and

WHEREAS, the City is in receipt of an as-built survey entitled "As-Built Survey of Riding Ridge Trail", last revised October 10, 2018, as prepared by Badey & Watson Surveying & Engineering, P.C.; and

WHEREAS, the Owner has submitted Maintenance Bond No. BMYH084802 by The Hanover Insurance Company in the amount of \$36,727.00; and

WHEREAS, the City Engineer has inspected the road and reviewed the road and utilities with the Highway Superintendent and Water & Sewer Superintendent and found that the water, sewer and storm drainage utilities have been constructed in general conformance to

the approved plans and were tested in accordance with NYSDEC and NYSDOH requirements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby accepts the Bill of Sale for the water, sewer and storm drainage utilities located in Riding Ridge Trail, as shown on the As Built Survey of Riding Ridge Trail, and accepts the above-referenced maintenance bond, subject to the payment of all outstanding fees and professional review fees.

BE IT FURTHER RESOLVED, that the Mayor and/or the City Administrator are authorized to execute any forms and documents necessary to effectuate the purpose of this Resolution.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

LANC & TULLY
ENGINEERING AND SURVEYING, P.C.

John J. O'Rourke, P.E., Principal
David E. Higgins, P.E., Principal
John Queenan, P.E., Principal

Rodney C. Knowlton, L.S., Principal
Jerry A. Woods, L.S., Principal

John D. Russo, P.E., Principal
John Lane, P.E., L.S.
Arthur R. Tully, P.E.

November 28, 2018

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

RE: Riding Ridge Trail – Polo Fields
City of Beacon
Road & Utility Dedication

Dear Mr. Ruggiero:

On October 13th, 2017, our office inspected the road known as Riding Ridge Trail, which is a road that was constructed as part of Phase 3 of the Polo Fields project. We again inspected the road in September of 2018, along with reviewing the road and utilities with the Highway Superintendent and Water & Sewer Superintendent. Based upon our inspections of the road and utilities, and discussions with the Superintendents, at this time the road and associated water, sewer, and storm drainage utilities were found to have been constructed in general conformance with the approved subdivision plans. The water and sewer utilities were tested in accordance with the NYSDEC and NYSDOH standards and requirements when they were constructed and have been in operation since then. The developer has also submitted a plan entitled "As-Built Survey of Riding Ridge Trail", with date of survey being August 17, 2017, and map completed date of September 13, 2017, which was found to be acceptable.

We would recommend that Riding Ridge Trail, along with the water, sewer and storm drainage utilities, be accepted by the City of Beacon once the City Attorney approves the offer of dedication and any other required documents, the developer delivers to the City of Beacon a Maintenance Bond in the value of \$36,727.00 in accordance with Section 192-6, Paragraph "F" of the City Code, and four (4) additional copies of the as-built plan are also submitted to the City of Beacon.

It should be understood, that this letter is regarding the acceptance of this road only and is not to be associated with any acceptance of the sewage pump station located on Fairways Lane.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

LANC & TULLY, P.C.



John Russo, P.E.

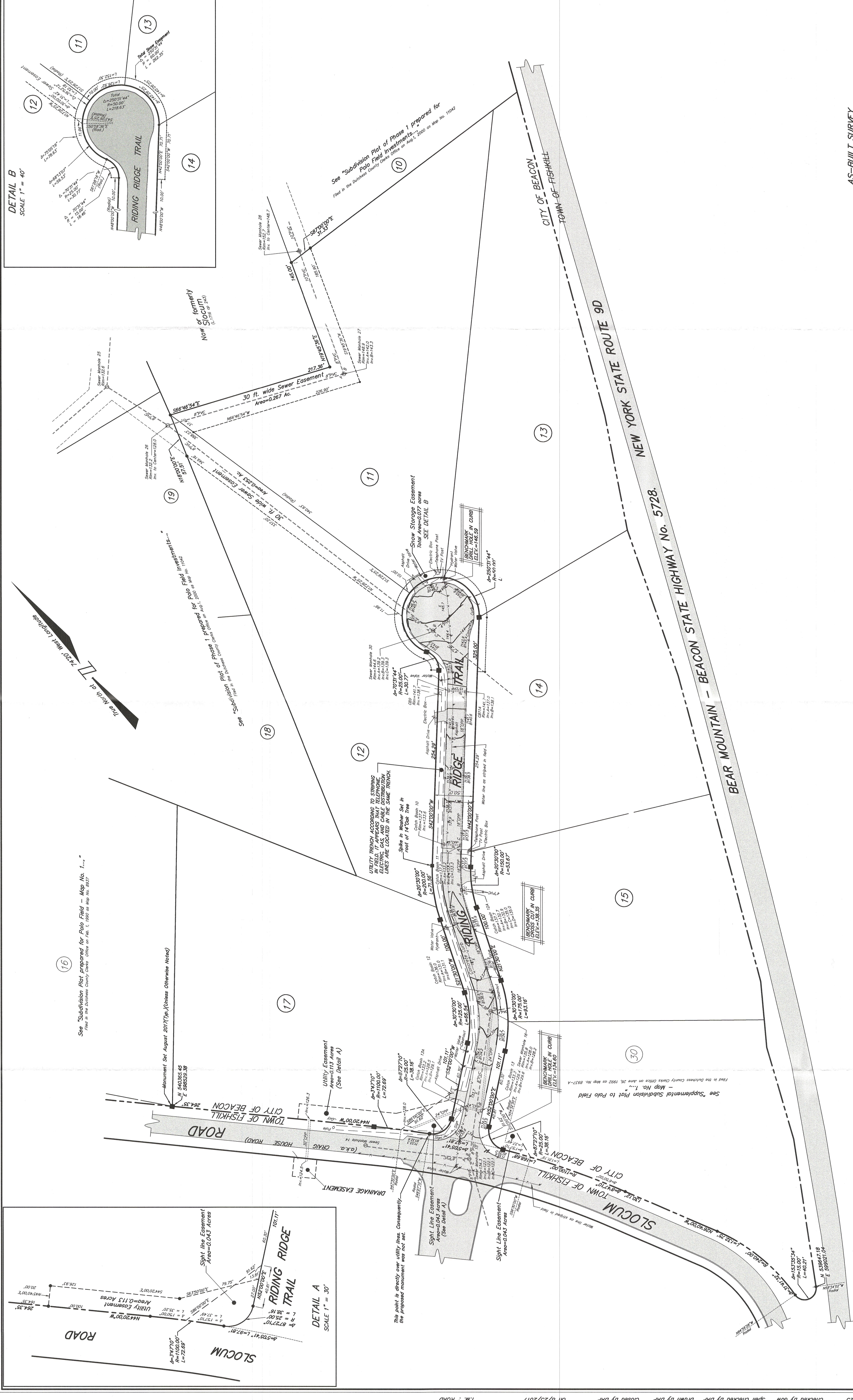
Cc: Michael Manzi, Highway Superintendent
Ed Balicki, Water & Sewer Superintendent
Nick Ward-Willis, City Attorney
Tim Dexter, Building Inspector

THE EASEMENTS SHOWN ON FILED MAP NO. 11042EE
AND
SITUATE IN THE
CITY OF BEACON

2017
was
was
has
ate

BADEY & WATSON
Surveying & Engineering, P.C.

845.261.1516
877.3.141.5915
b-watson.com



BILL OF SALE FOR WATER AND SEWER FACILITIES

THIS AGREEMENT made this ____ day of _____ 20____, by, between and among, BEAVER BROOK BEACON ACQUISITION LLC, a New York Limited Liability Company, having an address at 15 Point Road, Bellport, New York 11713 (hereinafter the "Grantor" or "Owner") and the CITY OF BEACON, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at One Municipal Plaza, Suite One, Beacon, New York, 12508 (hereinafter the "Grantee" or "City").

WITNESSETH:

WHEREAS, an irrevocable offer of dedication was made to the Grantee by OL Beacon LLC dated November 5, 2004 as Document No. 02 2004 1192 in connection with the "Final Subdivision Plat of Phase 3 of Polo Field Investments" (the "Offer of Dedication"), which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042B (the "Subdivision Plat"); and

WHEREAS, the Offer of Dedication included a roadway known as Riding Ridge Trail (the "Property"), which the City Council of the City of Beacon accepted the offer of dedication of Riding Ridge Trail as a City Right-of-Way public roadway by Resolution No. 21 of 2020 dated January 6, 2020; and

WHEREAS, in order to satisfy the condition of the final subdivision approval granted by the City of Beacon Planning Board for the subdivision entitled "Polo Filed Investments" (the "Subdivision Approval") the certain water main facilities including sewer lines and water lines and related equipment, appurtenances and facilities were installed (the "Water and Sewer Facilities") within the Property, which Water and Sewer Facilities are more fully described in

Schedule "A" annexed hereto and made a part hereof, and which Water and Sewer Facilities are connected to the City's municipal water and municipal sewer distribution systems; and

WHEREAS, in order to satisfy a condition of the Subdivision Approval, the Grantor must convey title to said Water and Sewer Facilities to the City; and

WHEREAS, the Grantor warrants and represents that it is the owner of the Water and Sewer Facilities located within the portion of the City's right-of-way as more fully shown in Schedule "A" annexed hereto; and

WHEREAS, the Grantor hereby delivers to the City this Bill of Sale for such Water and Sewer Facilities, said delivery constituting a formal Irrevocable Offer of Dedication to the City, which shall run with the land and be binding upon the Grantor, its successors and assigns, to be held by the City until the acceptance or rejection of such Irrevocable Offer of Dedication by the City at any time.

NOW, THEREFORE, in consideration of the sum of ten (\$10.00) Dollars, the receipt of which is hereby acknowledged, and other good and valuable consideration under the covenants, terms and conditions hereinafter set forth, the Grantor hereby bargains and sells to the City, its successors and assigns, free of all liens and/or encumbrances, the Water and Sewer Facilities lying within the portion of the City's right-of-way as more fully shown in Schedule "A" annexed hereto.

The Water and Sewer Facilities are sold and transferred by the Grantor to the City in an "As is/Where is" condition, and said sale is made without warranty, express, statutory or implied, of merchantability or as to description, condition, location, quality, fitness for any particular use or purpose, or otherwise.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the date and year first above written.

BEAVER BROOK BEACON ACQUISITION LLC

By: 

Name:

Title:

CITY OF BEACON

By: _____

Name:

Title:

ACKNOWLEDGEMENTS

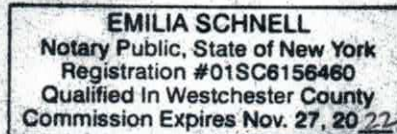
STATE OF New York)

) ss:

COUNTY OF Westchester)

On the 23rd day of April, 2020, before me, the undersigned, personally appeared Howard N. Blitman, personally known to me or proved to me on the basis of the satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual, or the person upon behalf of which the individual acted, executed the instrument.

Emilia Schnell
Notary Public



STATE OF NEW YORK)

) ss:

COUNTY OF DUTCHESS)

On the ____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Description of Water Main Facilities

All Water and Sewer Facilities installed within the City's right-of-way as shown on the as-built plan, annexed hereto, entitled "As-Built Survey of Riding Ridge Trail", dated August 17, 2017 and completed on September 13, 2017, as prepared by Badey & Watson Surveying & Engineering, P.C.

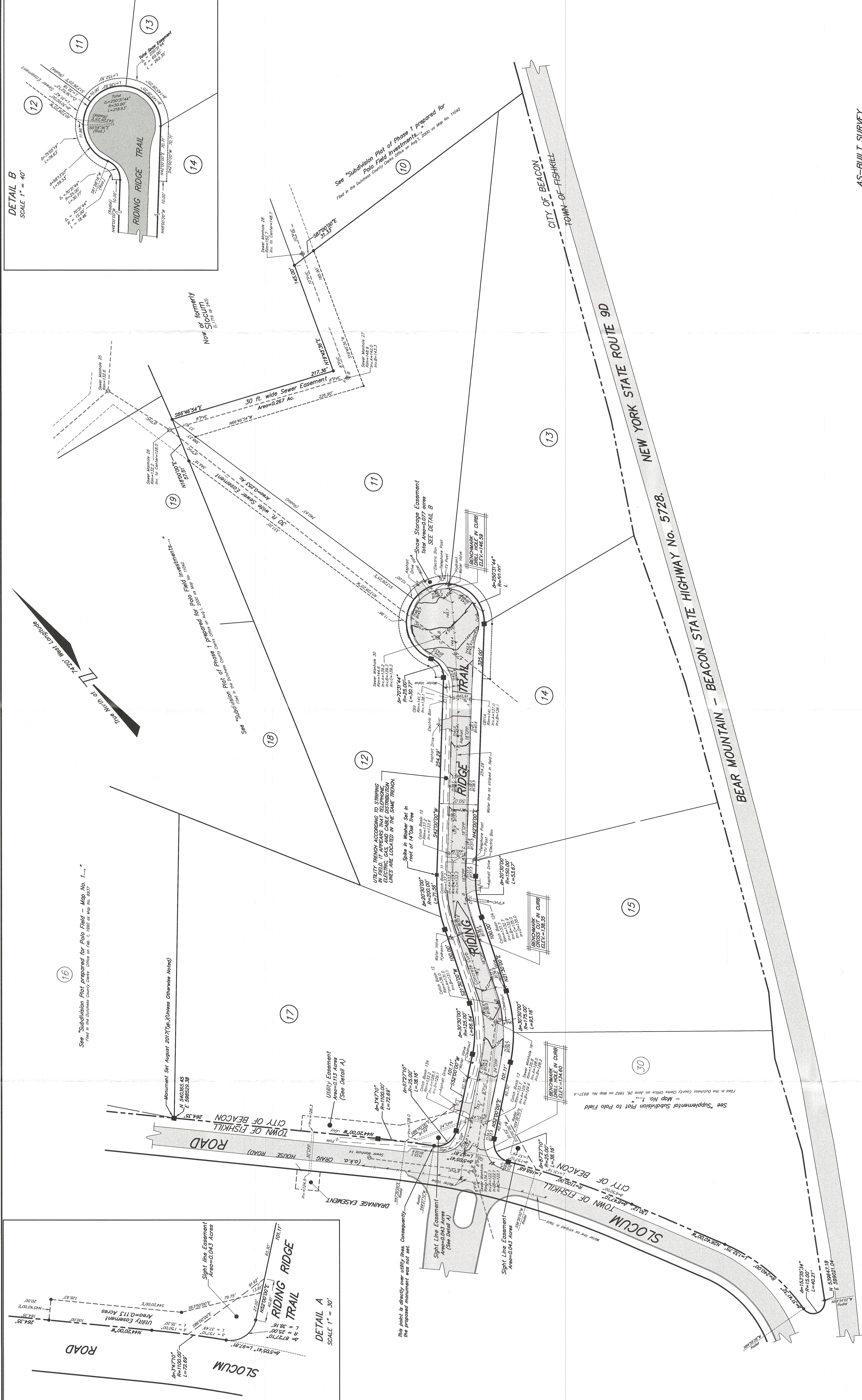
[Please see attached PDF of as-built plan]

THE EASEMENTS SHOWN ON FILED MAP NO. 1104222Z
STAKE IN THE
CITY OF BEACON
DUTCHESS COUNTY
NEW YORK
AUGUST 17, 2017
SCALE 1 in. = 40 ft.

2017
was
was
has
ate

BADEY & WATSON
Surveying & Engineering, P.C.

845.261.1516
877.3.141.5915
b-watson.com



City of Beacon Council Agenda
5/4/2020

Title:

Resolution Accepting Dedication of Water Infrastructure in Rombout Avenue

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Accepting Dedication of Water Infrastructure in Rombout Avenue	Resolution
123 Rombout Certification Letter	Cover Memo/Letter
Offer of Cession Map	Map



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION ACCEPTING DEDICATION OF WATER INFRASTRUCTURE IN ROMBOUT AVENUE

WHEREAS, My Four Dghtr's Realty Corp. obtained approval from the City of Beacon Planning Board on October 11, 2017 for an 10-unit residential development at 123 Rombout Avenue pursuant to certain plans generally entitled, "123 Rombout Avenue," prepared by Aryeh Siegel, Architect, and Hudson Land Design, dated July 25, 2017, last revised September 26, 2017 (the "Project"); and

WHEREAS, as part of the Project water infrastructure was installed in the Rombout Avenue right-of-way and is offered for dedication to the City, including a tee, gate valve and relocated hydrant; and

WHEREAS, a letter was submitted to the City by the Project engineers certifying that the work performed in the road right-of-way for the Project was completed in accordance with the approved plans and applicable Dutchess County Department of Behavioral and Community Health requirements.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby acceptance the offer of dedication by My Four Dghtr's Realty Corp. of the water infrastructure described therein and in the Bill of Sale provided by My Four Dghtr's Realty Corp. subject to the following conditions:

1. My Four Dghtr's Realty Corp shall provide a maintenance guaranty to the City in a form acceptable to the City Attorney in an amount determined by the City Engineer for a term of one year from the City's acceptance of the Offer of Dedication.
2. My Four Dghtr's Realty Corp shall pay all outstanding fees and professional review fees.

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



*Civil & Environmental Engineering Consultants
174 Main Street, Beacon, New York 12508 (Main Office and Mailing Address)
13 Chambers Street, Newburgh, NY 12550 (Satellite Office)
Phone: 845-440-6926 Fax: 845-440-6637
www.HudsonLandDesign.com*

April 30, 2020

Mr. Anthony Ruggiero
City of Beacon Administrator
1 Municipal Center
Beacon, NY 12508

Re: 123 Rombout Avenue
Hydrant Relocation Certification
Tax Parcel: 5954-35-794799
City of Beacon, NY

Dear Mr. Ruggiero:

On behalf of the Applicant for the above referenced project, Hudson Land Design (HLD) performed periodic inspections of City-owned hydrant relocation work performed within the City right-of-way beneath Rombout Avenue as part of the project. The completed work consisted of installation of a 6" X 6" X 6" ductile iron (DI) tee, a 6" DI gate valve and relocation of an existing hydrant on the existing 6" cast iron water line. Based upon periodic inspections of the performed work, this office hereby certifies that the completed work was constructed in substantial conformance with the approved plans, and Dutchess County Department of Behavioral and Community Health requirements. Please refer to the Offer of Cession map entitled "As-Built Plan, 123 Rombout Avenue" dated September 16, 2019, prepared by Hudson Land Design for additional information.

Should you have any questions or require additional information, please feel free to call me at 845-440-6926.

Sincerely,

Michael A. Bodendorf, P.E.
Principal

cc: My Four Daughter's Realty Corp.
Dave Buckley
Ed Balicki
John Russo, P.E.
Jennifer Gray, Esq.
Taylor Palmer, Esq.
Daniel G. Koehler, P.E. (HLD file)

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Rejecting Dedication of a Sewer Easement to Serve Lot 32 (Firehouse Lot)

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Rejecting Dedication of a Sewer Easement to Serve Lot 32 (Firehouse Lot)	Resolution



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION REJECTING DEDICATION OF A SEWER EASEMENT TO SERVE LOT 32 (FIREHOUSE LOT)

WHEREAS, an irrevocable offer of dedication was made to the City of Beacon by OL Beacon LLC dated November 3, 2004 and recorded in the Dutchess County Clerk's Office on November 5, 2004 as Document No. 02 2004 11922 in connection with the "Final Subdivision Plat of Phase 3 of Polo Field Investments" which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042B; and

WHEREAS, the public improvements to be dedicated as part of the Polo Fields Subdivision are shown on a map entitled "Map Showing Proposed Conveyances including Fee Conveyances, Conveyances for Highway Purposes and Conveyances of Easements for various purposes to the City of Beacon, the Town of Fishkill and Dutchess Junction Fire District from the Polo Field Development," which map was filed in the Dutchess County Clerk's Office on November 4, 2004 as Filed Map No. 11042C; and

WHEREAS, the Offer of Dedication includes a sewer easement to serve Lot 32 (Firehouse Lot) as shown on the Filed Maps; and

WHEREAS, the City Council finds that acceptance of this sewer line and easement to serve the Firehouse Lot is not in the best interests of the City from a maintenance perspective for the following reasons: (1) the sewer line servicing the Firehouse Lot does not service any property within the City of Beacon and runs from the Firehouse Lot through the Polo Field – Multifamily area known as Lot 31; (2) the sewer line receives sewage flow from an additional 25 units within the multifamily development, as the sewage collection system and associated pump station on Lot 31 was originally set up as a private collection system; and (3) accordingly, the City has not maintained these private lines within the multifamily area and did not observe their installation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby rejects the offer of dedication for a sewer easement to serve Lot 32 (Firehouse Lot) as described above.

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

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Authorizing an Amendment to the Pedestrian Walkway Easement and Maintenance Agreement Regarding the “West End Lofts” Project

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing an Amendment to the Pedestrian Walkway Easement and Maintenance Agreement Regarding the “West End Lofts” Project	Resolution
Memorandum from West End Lofts Regarding Pedestrian Walkway Easement	Cover Memo/Letter



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. __ OF 2020

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE PEDESTRIAN
WALKWAY EASEMENT AND MAINTAINANCE AGREEMENT REGARDING
THE “WEST END LOFTS” PROJECT**

WHEREAS, The Kearney Realty & Development Group, Inc. and its affiliates (collectively, “KRG”) obtained Site Plan approval from the City of Beacon Planning Board on or about September 13, 2017, for land development activity on certain property located in the City of Beacon and identified as Tax Map Parcel Nos. 5954-26-684943, 5954-26-690923 and 5954-26-708967 (the “Property”), pursuant to certain drawings and plans generally entitled “West End Lofts,” Sheets 1-4, dated March 28, 2017 prepared by Insite Engineering, Surveying & Landscape Architecture, P.C. (the “Project”); and

WHEREAS, the Project consists of the construction of three (3) 3-4 story buildings containing a total of 98 apartments, along with associated infrastructure; and

WHEREAS, on March 28, 2018 the City Council authorized a Pedestrian Walkway Easement and Maintenance Agreement among the City and the owners of the Property to establish a public walkway for pedestrian ingress and egress connecting to the walkway located on the adjacent property commonly known as The View, Tax Map Parcel No. 5954-24-660924, such that the walkway extended from Beekman Street toward Wolcott Avenue, which agreement was recorded in the Dutchess County Clerk’s Office on April 11, 2018 as Document #02 2018 2648 (“Existing Easement”); and

WHEREAS, the as-built location of the walkway has changed from that which was described in the Existing Easement in order to accommodate a connection with the walkway on The View parcel; and

WHEREAS, KRG, on behalf of the Property owners, presented to the City Council an Amendment to Pedestrian Walkway Easement and Maintenance Agreement (“Easement Amendment”) which modifies the location of the easement area to reflect the as-built condition.

NOW THEREFORE, BE IT RESOLVED THAT, the City Council hereby authorizes the Mayor and/or City Administrator to sign the Easement Amendment for said purpose, along with all documents as may be necessary for the recording of such amendment, subject to review and approval by the City Attorney.

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



April 21, 2020

VIA EMAIL

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

Re: West End Lofts Apartments Pedestrian Easement

Dear Nick:

I am writing to request that the City of Beacon join our clients, West End Lofts Housing Development Fund Company, Inc., West End Lofts Limited Partnership and The Kearney Realty & Development Group Inc., in executing and recording an amendment to the Pedestrian Walkway Easement and Maintenance Agreement entered into among the City of Beacon and our clients and recorded in the Dutchess County Clerk's Office as Document #02-2018-2648, a copy of which is attached hereto for your convenience (the "Easement").

An amendment to the Easement is required to correct the location of the pedestrian walkway, as constructed. As the drawings that are attached to this letter show, our client found it necessary to extend the length of the pedestrian walkway on the West End Lofts site in order to line the walkway up with the walkway that was constructed on the adjoining property of DMS Consolidators (the walkway on the DMS property was not constructed within the original planned easement area).

The amendment we are preparing will only amend the location of the City's easement as described in the schedules to the Easement. The body of the Easement will remain unchanged. We will provide you with a draft of the amendment as soon as the surveyor has prepared the revised metes and bounds easement description. We expect to receive the description later this week.

Thank you for your assistance with this matter, and please contact me if you or your client have any questions.

Very truly yours,

Cannon Heyman & Weiss, LLP

A handwritten signature in black ink, appearing to read 'Melissa M. Beskid'.

Melissa M. Beskid

Attachments

CC: Kenneth Kearney
Sean Kearney



Dutchess County Clerk Recording Page

Record & Return To:

Date Recorded: 4/11/2018

Time Recorded: 2:30 PM

CANNON HEYMAN & WEISS LLP
54 STATE ST
5TH FL
ALBANY, NY 12207

Document #: 02 2018 2648

Received From: ALL NEW YORK TITLE AGENCY INC

Grantor: WEST END LOFTS HOUSING DEVELOPMENT FUND CO
INC

Grantee: BEACON CITY

Recorded In: Deed
Instrument Type: EASE

Tax District: City of Beacon

Examined and Charged As Follows :

Recording Charge: \$100.00
Transfer Tax Amount: \$0.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 5628

Number of Pages: 11

*** Do Not Detach This Page

*** This is Not A Bill

Red Hook Transfer Tax:

RP5217: N
TP-584: Y

County Clerk By: cba
Receipt #: 12115
Batch Record: 134

Bradford Kendall
County Clerk



0220182648

EASE
10
CIB
100
95
5
100

**PEDESTRIAN WALKWAY EASEMENT
AND MAINTENANCE AGREEMENT**

THIS PEDESTRIAN WALKWAY EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made as of the 28th day of March, 2018, by and among **WEST END LOFTS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, having an address c/o Hudson River Housing, Inc., 313 Mill Street, Poughkeepsie, New York 12601 (the "HDFC"), **WEST END LOFTS LIMITED PARTNERSHIP**, a New York limited partnership having an address c/o The Kearney Realty & Development Group Inc., 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "Partnership" and together with the HDFC and their respective successors and assigns, the "Lot 1 Owner"), **THE KEARNEY REALTY & DEVELOPMENT GROUP INC.**, a New York corporation having an address at 34 Clayton Boulevard, Suite A, Baldwin Place, New York 10505 (the "Lot 2 Owner" and together with the Lot 1 Owner and their respective successors and assigns, the "Grantor"), and the **CITY OF BEACON**, a municipal corporation, having its principal office located at 1 Municipal Plaza, Beacon, New York 12508 (the "Grantee" or the "City"). Grantor and Grantee may individually be referred to herein as a "party" and collectively, as the "parties".

WITNESSETH:

WHEREAS, the Lot 1 Owner is the record and beneficial owner of a +/-1.929 acre parcel of real property, located in the City of Beacon, Dutchess County, New York, shown and designated as "Proposed Lot 1" ("Lot 1") on a certain subdivision map prepared by Insite Engineering, Surveying & Landscape Architecture, P.C. entitled "West End Lofts", filed in the Office of the Dutchess County Clerk on March 27, 2018, as Filed Map No. 9899A (the "Subdivision Map"), and more particularly described on Schedule "A" attached hereto, upon which it intends to construct a seventy-three (73) unit affordable housing project (the "Affordable Project"); and

WHEREAS, the Lot 2 Owner is the fee owner of a +/-1.162 acre parcel of real property, located in the City of Beacon, Dutchess County, New York, shown and designated as "Proposed Lot 2" on the Subdivision Map and more particularly described on Schedule "B" attached hereto ("Lot 2" and together with Lot 1, the "Premises"), upon which it intends to construct a twenty-five (25) unit market rate housing project (together with the Affordable Project, the "Apartment Complex"); and

WHEREAS, Grantor wishes to grant to Grantee, and Grantee wishes to accept, an easement and right-of-way for pedestrian ingress and egress only on, over, across and through the portion of the Premises depicted on the map attached hereto as Schedule "C-1" and described on Schedule "C-2", including the proposed improvements shown thereon (the "Easement Area"); notwithstanding the foregoing, the parties hereto understand and agree that the metes and bounds description attached as Schedule "C-2" hereto reflects the best estimate of the surveyor at the time of this Agreement, and an amendment to this Agreement replacing Schedule "C-2" with an updated metes and bounds description based on the as-built survey of the Premises will be filed following the completion of construction;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and in further consideration of the mutual covenants contained herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of Easement. The Grantor hereby grants and releases unto the Grantee a public easement and right of way, for the people of the City of Beacon, its visitors, employees and the general public, for the limited purposes of pedestrian ingress and egress only on, over, across and through the Easement Area (the "Easement"). The pedestrian walkway shall be illuminated by lighting fixtures and equipment to be designated by the Building Inspector after consultation with the Grantor whose consent shall not be unreasonably withheld if the means of illumination do not adversely impact the Apartment Complex.

2. Prohibited Use/Access. Uses permitted pursuant to this Easement shall be limited to pedestrian ingress and egress on, over, across and through the Easement Area only (the "Permitted Use"). Uses other than the Permitted Use shall be prohibited. Prohibited uses of the Easement Area shall include, without limitation, the following: (i) loitering; (ii) use or riding of bicycles or skateboards; (iii) dumping or storage of any items including but not limited to trash, cigarettes, ashes, waste, sewage, garbage or other refuse, hazardous, toxic or offensive materials; (iv) the consumption of alcohol or carrying of open containers thereupon; (v) the use of illegal substances or any illegal conduct thereupon; and (vi) engaging in any conduct in violation of any federal, state or local law or regulation.

3. Grantor Covenants. The Grantor covenants that:

(a) Grantor shall not construct any improvements in the Easement Area other than what is shown on the approved plans entitled "West End Lofts", prepared by Insite Engineering, Surveying & Landscape Architecture, P.C., approved by the City of Beacon Planning Board on February 14, 2018, and on file in the City of Beacon Building Department (with the exception of (i) any amendments to the plans that may be required by the New York State Housing Trust Fund Corporation, or amendments made by the City Planning Board at the request of property owner, and (ii) field changes authorized by the City Building Inspector), or otherwise obstruct or interfere with the Grantee's rights conferred herein; provided, however, that Grantor shall have the right, in its sole discretion, to widen or otherwise modify the pedestrian walkway (including the Easement Area) without Grantee's consent, subject to the issuance of all applicable permits from the City of Beacon, so long as the Permitted Use is not materially adversely affected and amendments to the Site Plan shall remain subject to all applicable requirements of the Code of the City of Beacon.

(b) Grantor shall at its sole cost and expense repair and maintain the Easement Area so that it can be utilized for the Permitted Use, including snow removal, resurfacing, lighting infrastructure and other improvements necessary to keep the walkway in good repair and available to the public at all times.

4. Grantee Covenants. The Grantee covenants that:

(a) Grantee shall not use, except in the performance of Grantee's governmental duties, or permit the public to use, the Easement Area for any purpose other than the Permitted Use.

(b) Grantee shall not use, or permit the public to use, any portion of the Premises outside of the Easement Area for any purpose whatsoever, including, without limitation, parking.

(c) Grantee shall not obstruct the Easement Area or in any way block access by residents of the Apartment Complex or the building located, or to be located, on Lot 2 as shown on the Subdivision Map, except in the performance of Grantee's governmental duties.

(d) In the event it is determined that use of the Easement Area by the public is causing disturbances to, or safety concerns for, the residents of the Apartment Complex, Grantee agrees to work with Grantor to remedy such disturbances and/or safety issues.

5. Indemnification. Grantee releases and also shall defend, indemnify and hold Grantor harmless, from and against all claims, damages, demands, losses, expenses, fines, causes of action, lawsuits, judgments or any other liabilities (including all reasonable attorneys' fees, consequential and punitive damages) for personal injuries and/or property damages arising out of, or resulting from, any use of the Easement Area or from Grantee's breach of any of the covenants contained herein, to the extent not caused by Grantor's negligence or willful misconduct. The duty to defend and indemnify shall be limited to available liability coverage of the City for the claim for which the City's insurer agrees to defend and indemnify the City. The City shall have no duty to defend or indemnify claims excluded by standard insurance endorsements, such as intentional torts. Limitations on defense shall not be triggered by disclaimer due to late notice by the City to the insurer or by cancellation of liability insurance coverage due to fault of the City including, but not limited to non-payment of premiums.

6. Insurance. Grantee and Grantor shall each furnish to the other a certificate of insurance evidencing commercial general liability coverage (including coverage of the City's contractual defense and indemnity set forth in Section 5) of at least \$1,000,000.00 combined single limit per occurrence, and not less than \$2,000,000.00 general aggregate coverage for bodily injury and property damage, naming the other party hereto as an additional insured. Grantee and Grantor shall also provide a minimum of \$5,000,000.00 excess liability coverage, naming the other party hereto as an additional insured which shall also be evidenced on the certificate of insurance. For so long as this Agreement shall remain in effect, the Grantee and Grantor shall maintain such insurance coverage, adjusted on every ten (10) year anniversary of the date hereof (each, an "Adjustment Date") based on the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; all items, not seasonally adjusted, 1982-1984=100 reference base, published by the Bureau of Labor Statistics, United States Department of Labor. The CPI-U used for such adjustments shall be the CPI-U last officially published prior to the last day of the month immediately preceding the Adjustment Date, as applicable, whether such CPI-U has been published on a quarterly, semi-annual, annual, monthly or other basis.

7. Run with the Land. This Easement granted herein shall run with the land and shall be binding upon the Grantor and the Grantee and their respective successors, heirs and assigns.

8. Non-Exclusive; Noninterference.

(a) Subject to the terms and conditions hereof, the Easement granted herein shall be non-exclusive.

(b) Notwithstanding anything herein contained to the contrary, for clarification, the Easement granted herein does not confer any rights with respect to ingress and egress from, over, across or through the residential buildings located or to be located on the Premises, or any other portions of the Premises located outside the Easement Area.

9. Notices.

(a) Any notice, approval, consent, bill, statement or other communication required or permitted to be given, answered or made by either party hereto to the other shall be in writing and shall be deemed to have been properly given or sent if provided to the parties, at their respective addresses recited in the opening paragraph of this Agreement, either by hand delivery or overnight express mail, or by registered or certified mail with the postage prepaid.

(b) Each party may designate a different address to which any notice, demand, request or communication may hereafter be so given, served or sent, by notice to the other party. Each notice, demand, request or communication to be delivered to the Grantor or the Grantee, in the manner aforesaid, shall be deemed sufficiently given, served or sent for all purposes hereunder at the time such notice, demand, request or communication is mailed or hand delivered as described in paragraph (a) above.

10. Severability. If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

11. Headings. The headings used in these provisions are for convenience only and shall not be used in interpreting these provisions.

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto as to the matters set forth herein and may not be changed, modified, altered or in any way amended, except by agreement amongst the parties (their successors and/or assigns) in a duly acknowledged writing and recorded in the office of the Dutchess County Clerk.

13. Non-Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. Disputes shall be venued in Supreme Court, Dutchess County. The parties waive any right to trial by jury.

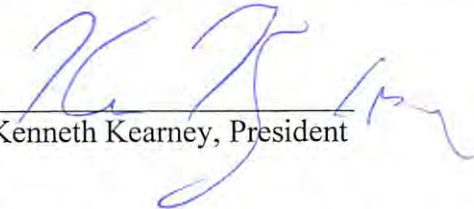
16. Lot Owner Responsibilities. Notwithstanding anything contained herein to the contrary or otherwise, the Lot 1 Owner and the Lot 2 Owner shall each be responsible to the Grantee hereunder solely for the obligations and liabilities in this Agreement pertaining to the parcel of real property owned by such Lot Owner.

Signature pages follow.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

GRANTOR:

THE KEARNEY REALTY & DEVELOPMENT GROUP INC.

By: 
Kenneth Kearney, President

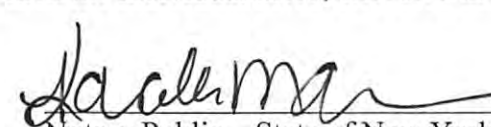
WEST END LOFTS LIMITED PARTNERSHIP

By: West End Lofts Associates, LLC, its Managing General Partner

By: 
Kenneth Kearney, Manager

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

On the 28th day of March in the year 2018, before me, the undersigned, personally appeared Kenneth Kearney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public – State of New York

KARALEE MAZZAFERRO
Notary Public, State of New York
Qualified in Saratoga County
No. 01MA5059284
Commission Expires April 22, 2018

Signatures continued on next page.

WEST END LOFTS HOUSING DEVELOPMENT FUND COMPANY, INC.

By: Christa Hines
Christa Hines, Treasurer

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

On the 28th day of March, in the year 2018, before me, the undersigned, personally appeared Christa Hines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Karalee Mazzafferro
Notary Public – State of New York

GRANTEE:

THE CITY OF BEACON

KARALEE MAZZAFERRO
Notary Public, State of New York
Qualified in Saratoga County
No. 01MA5059284
Commission Expires April 22, 20 18

By: Anthony Ruggiero
Anthony Ruggiero, City Administrator

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

On the 26th day of March in the year 2018, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Sharon Stacey Jones
Notary Public – State of New York

Record & Return:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn: Steven S. Heyman, Esq.

Section: 5954
Block: 26
p/o Lots: 688931 and p/o lot 708967
County: Dutchess

SHARON STACEY JONES
Notary Public, State of New York
No. 01JO6366551
Qualified in Westchester County
Commission Expires 10/30/2021

SCHEDULE A

Lot 1

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being known and designated as Proposed Lot Number 1 on a certain subdivision map entitled "Final Plat prepared for The West End Lofts, etc.," dated March 21, 2018, filed in the office of the Dutchess county Clerk on March 27, 2018 as Map Number 9899A, said Lot being more particularly bounded and described as follows:

BEGINNING at a point in the northwesterly line of Wolcott Avenue (aka Route 9D) as presently laid out at the intersection of the division line between lands of Grantee herein on the south and lands of the City of Beacon on the north, said point being located S 51°15'26" E a distance of 89.60' from the most easterly corner of Lot 2 as shown on a map entitled, "Final Subdivision Plat prepared for Beacon Ridge Associates, Inc., etc...."; filed in the Office of the Dutchess County Clerk on June 7, 1994 as map no. 9899;

THENCE along said line of Wolcott Avenue the following bearings and distances:

South 42°01'30" West a distance of 143.00';

South 44°14'19" West a distance of 133.01' and

South 42°17'27" West a distance of 221.65' to lands now or formerly of the Reformed Church of Beacon;

THENCE along same North 50°07'23" West a distance of 198.84' to a point in the line of Lot 1 as shown on said map no. 9899;

THENCE along the line of said Lot 1 of filed map no. 9899 North 41°16'37" East a distance of 235.87' to point;

THENCE through lands of the grantor herein South 58°46'49" East a distance of 36.99' and North 53°41'50" East a distance of 220.31' to the line of other lands of the Grantor herein being the easterly line of the herein described parcel;

THENCE along said lands South 82°17'55" East a distance of 75.86' and South 51°15'26" East a distance of 64.50' to the point and place of beginning

SCHEDULE B

Lot 2

ALL that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess and State of New York, being known and designated as Proposed Lot Number 2 on a certain subdivision map entitled "Final Plat prepared for The West End Lofts, etc.," dated March 21, 2018, filed in the office of the Dutchess county Clerk on March 27, 2018 as Map Number 9899A, said Lot being more particularly bounded and described as follows:

BEGINNING at a point in the southeasterly line of Beekman Street as presently laid out at the intersection of the division line between lands of the Grantor herein formerly lands of the City of Beacon known formerly as Main Street on the south and lands now or formerly of Central Hudson Electric and Gas on the north.

THENCE along said lands now or formerly of Central Hudson Electric and Gas North $88^{\circ}24'31''$ East a distance of 99.97'; to lands of the City of Beacon;

THENCE along said lands the following bearings and distances:

South $27^{\circ}05'43''$ West a distance of 128.53';
South $06^{\circ}28'35''$ West a distance of 56.01';
South $35^{\circ}00'00''$ East a distance of 34.67' and
South $82^{\circ}17'55''$ East a distance of 88.68' to a point

THENCE through lands of the grantor herein South $53^{\circ}41'50''$ West a distance of; 220.31' and North $58^{\circ}46'49''$ West a distance of 36.99' to an angle point in Lot 1 as shown on a map entitled, "Final Subdivision Plat prepared for Beacon Ridge Associates, Inc., etc...."; filed in the Office of the Dutchess County Clerk on June 7, 1994 as map no. 9899;

THENCE along same North $35^{\circ}00'00''$ West a distance of 135.07' to lands now or formerly of DMS Consolidators, Ltd. formerly being a portion of Beekman Street;

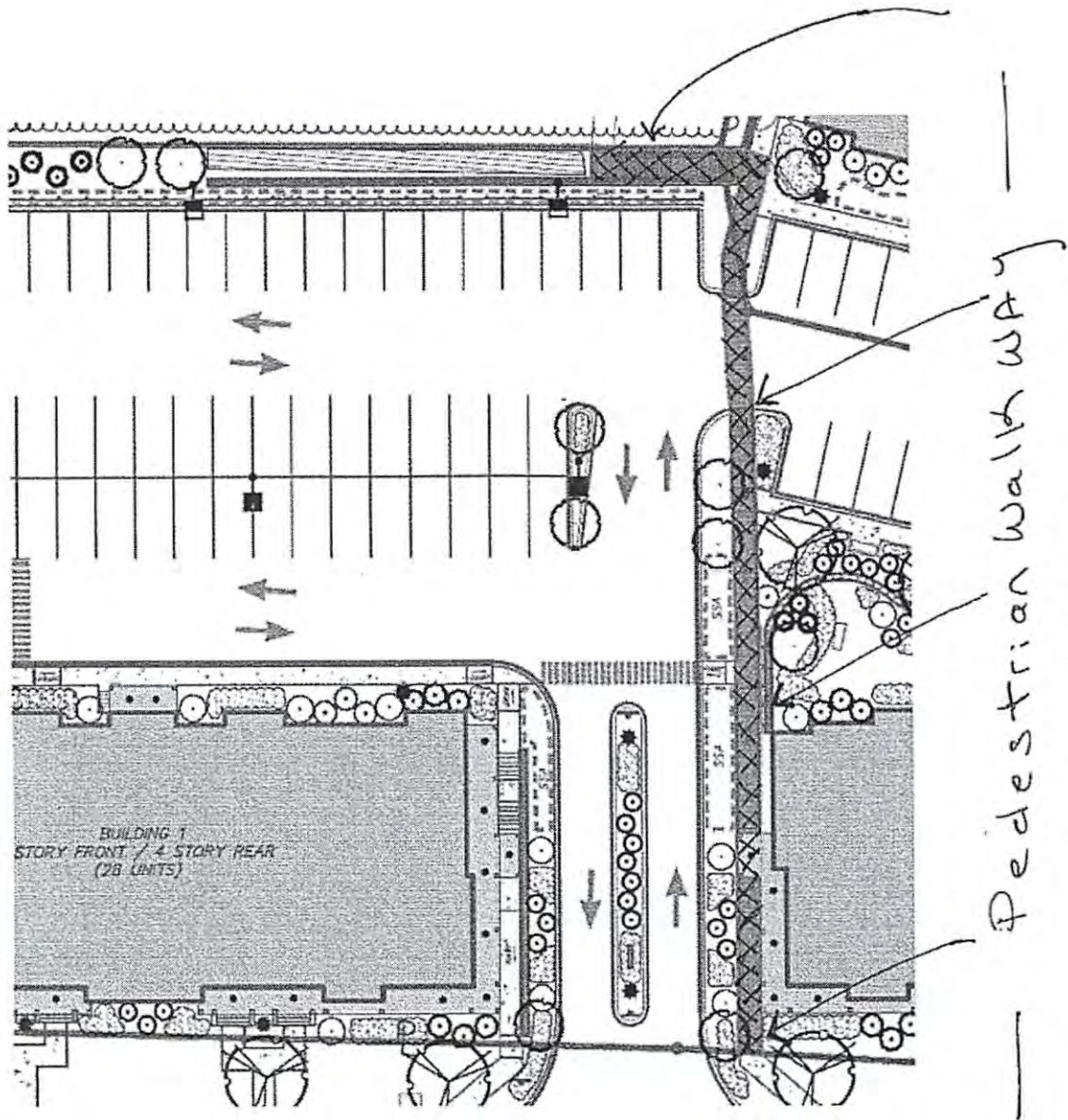
THENCE along same North $47^{\circ}03'30''$ West a distance of 38.75' to a point on a curve in said southeasterly line of Beekman Street through which point a radial bears South $35^{\circ}56'48''$ East;

THENCE along a curve to the left having a radius of 493.37', a central angle of $12^{\circ}15'54''$, an arc length of 105.61' to a point of tangency;

THENCE continuing along said southeasterly line of Beekman Street as currently laid out North $41^{\circ}47'18''$ East a distance of 81.95' and North $38^{\circ}09'31''$ East a distance of 63.67' to the point and place of BEGINNING.

Schedule C-1

Easement Area Depiction



Schedule C-2

Easement Area Metes and Bounds Description

Beginning at a point in the northwesterly line of Wolcott Avenue as currently laid out, said point being located N 42°17'27" E a distance of 221.65' and N 44°14'19" E a distance of 14.10' from a point at the intersection of the division line between Lot 2 as shown on a map entitled, "Final Subdivision Plat prepared for Beacon Ridge Associates, Inc., etc...."; filed in the Office of the Dutchess County Clerk on June 7, 1994 as map no. 9899 on the north and lands now or formerly of the Reformed Church of Beacon on the south with the northwesterly line of said Wolcott Avenue;

Thence from said point of beginning through lands of the Grantor herein the following courses and distances:

N 49°33'47" W a distance of 144.84',

N 51°45'29" W a distance of 34.30',

N 35°00'00" W a distance of 16.87',

S 40°47'12" W a distance of 33.92' and

N 48°43'23" W a distance of 8.25' to a point in the line of Lot 1 as shown said filed map no. 9899;

thence along same N 41°16'37" E a distance of 29.17' to a corner of said Lot 1;

thence through lands of the Grantor herein the following courses and distances:

N 41°16'37" E a distance of 11.76',

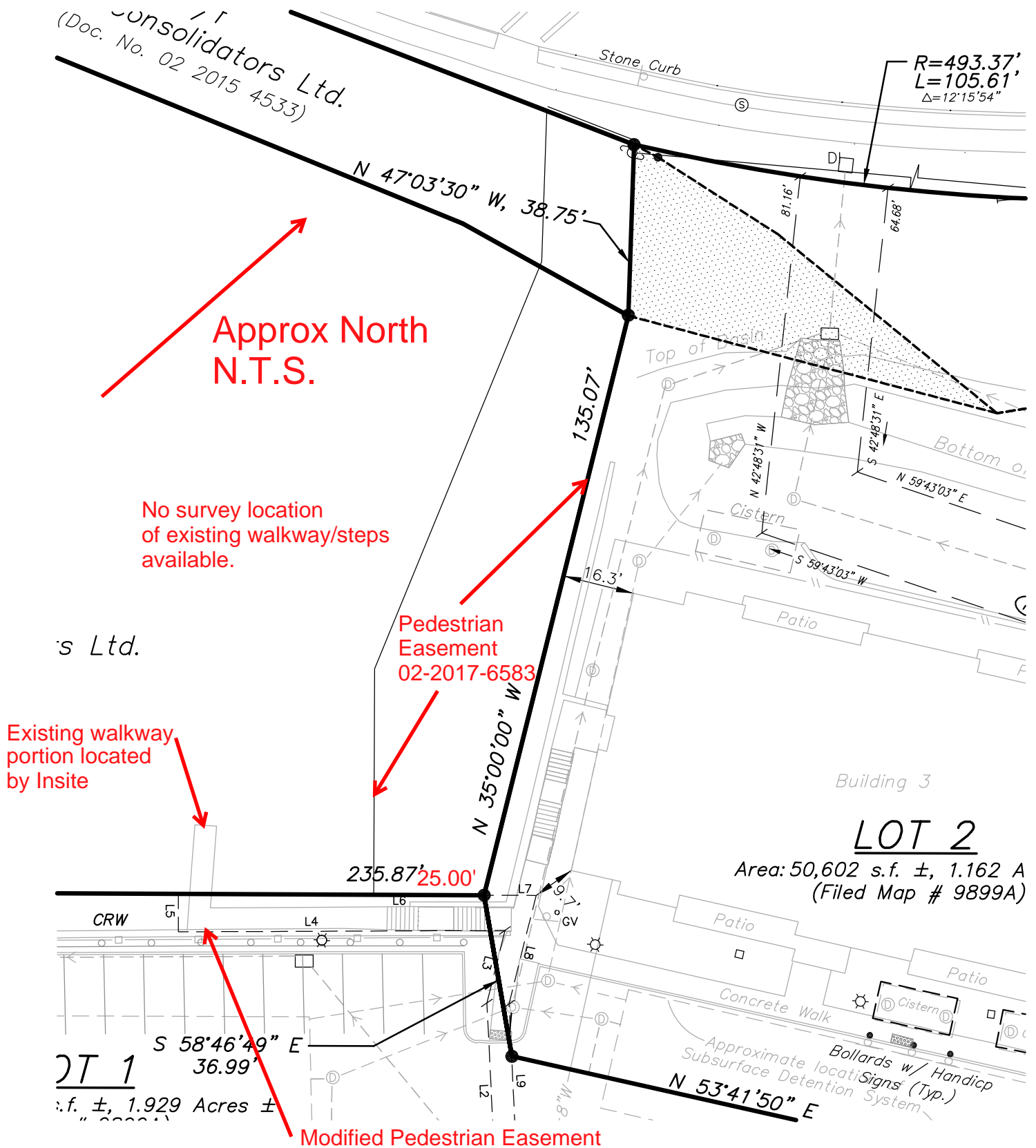
S 35°00'00" E a distance of 25.33',

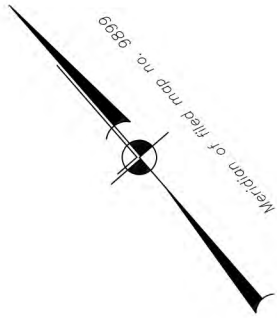
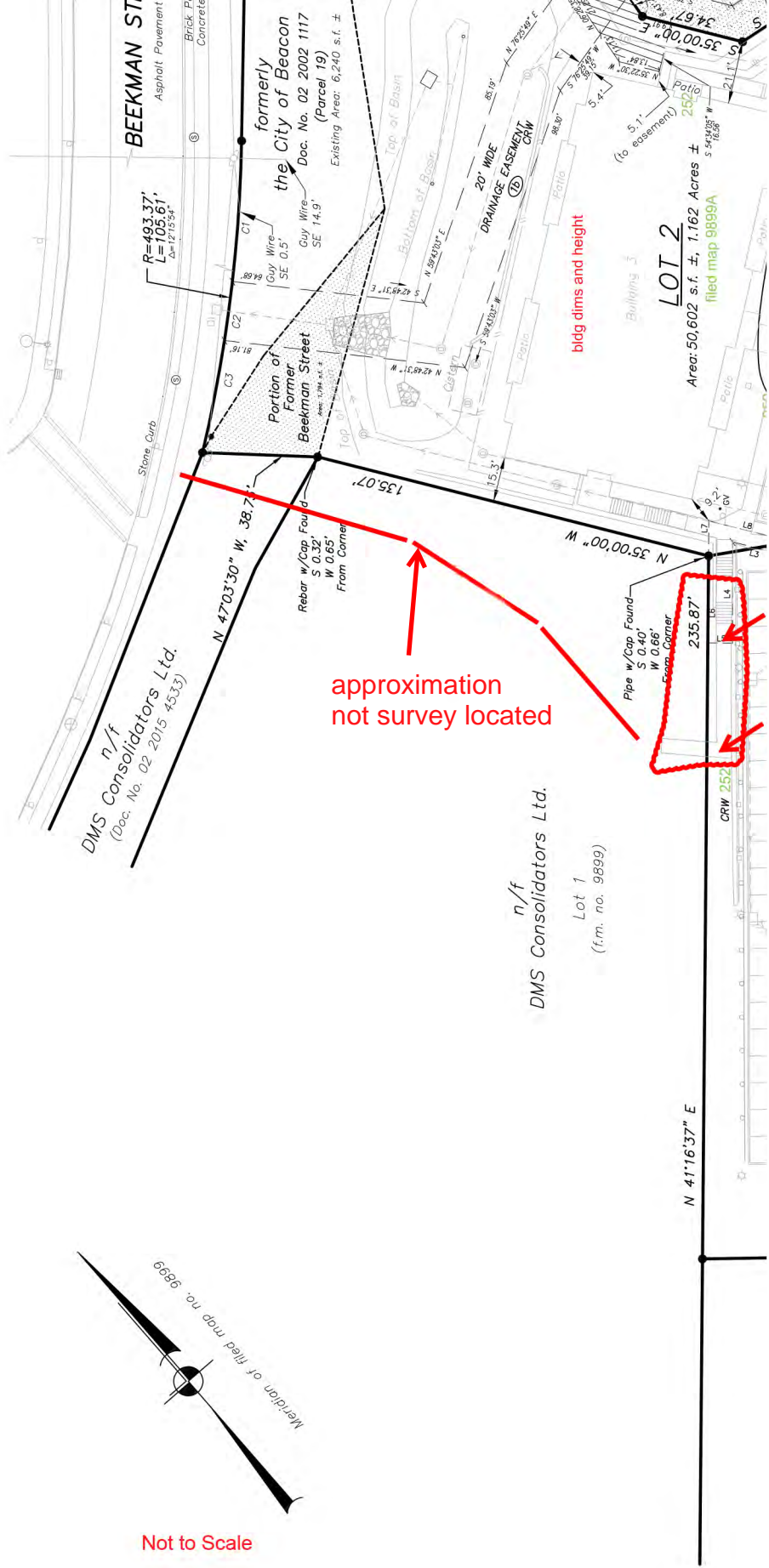
S 51°45'29" E a distance of 34.30' and

S 49°33'47" E a distance of 144.84' to a point in said northwesterly line of Wolcott Avenue;

Thence along same S 44°14'19" W a distance of 5.01' to the point and place of beginning.

April 17, 2020





Not to Scale

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Accepting Offer of Dedication of Lighting System For a Public Walkway at "The View"

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Accepting Offer of Dedication of Lighting System at the View	Resolution
Memorandum to Council Regarding Acceptance of Dedication of Lighting System	Cover Memo/Letter
Irrevocable Offer of Dedication of Lighting System	Backup Material



CITY OF BEACON
CITY COUNCIL

Resolution No. _____ of 2020

**ACCEPTING AN OFFER OF DEDICATION OF A LIGHTING SYSTEM
FOR THE PUBLIC WALKWAY AT “THE VIEW”**

WHEREAS, DMS Consolidators, Ltd. (“Owner”) received Site Plan and Special Permit approval from the City of Beacon Planning Board on August 9, 2016 for land development activity at 26 Beekman Street (Tax Map Parcel No. 5954-26-660924) (the “Property”) pursuant to certain drawings and plans generally entitled “The View” prepared by M.A. Day Engineering, P.C. (the “Project”); and

WHEREAS, the Project included a public walkway with lighting, and the City Council authorized a Pedestrian Walkway Easement Agreement between the City and the Owner to establish the public walkway for pedestrian ingress and egress extending from Beekman Street toward Wolcott Avenue, whereby the Owner will pay the capital costs of the lighting system for the walkway and the City will maintain, repair and replace the lighting fixtures, as necessary, upon the City’s acceptance of the lighting system; and

WHEREAS, the Owner submitted an Irrevocable Offer of Dedication and a Bill of Sale for the lighting system and the City Building Inspector confirmed that the lighting system has been installed properly.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby accepts the Offer of Dedication and Bill of Sale for the lighting system as described therein, subject to the following conditions to be satisfied by the Owner:

1. Submission of a one year maintenance guaranty in a form acceptable to the City Attorney and an amount to be approved by the City Engineer and/or City Building Inspector.
2. Payment of all outstanding fees and professional review fees.

BE IT FURTHER RESOLVED, that the Mayor and/or the City Administrator are authorized to execute any forms and documents necessary to effectuate the purpose of this Resolution.

Resolution No. _____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

MEMORANDUM

TO: Mayor Lee Kyriacou and Beacon City Council Members

FROM: Keane & Beane, P.C.

RE: The View - Dedication of Lighting System

DATED: April 27, 2020

Dedication of Lighting System

During the negotiation of the Pedestrian Walkway Easement in 2017, the City Council and the developer agreed that the developer will pay for the capital costs of the lighting system for the walkway and will offer the lighting system for dedication to the City after installation, whereupon the City's acceptance of the lighting system will not be unreasonably withheld. The recorded Pedestrian Walkway Easement includes an easement to allow the City access to maintain, repair and replace the lighting fixtures. The City accepted the Easement in September, 2019, but at that time declined to accept the offer of dedication of the lighting system as the trail was not ready to be opened to the public.

The developer submitted an Irrevocable Offer of Dedication and a Bill of Sale for the lighting system. The City Building Inspector confirmed that the lighting system has been installed properly. It is recommended that the City's acceptance of the lighting system should be conditioned upon (1) the developer providing a one year maintenance guaranty in an amount to be approved by the City Engineer and/or City Building Inspector, and (2) payment of any and all outstanding escrow monies due and owing to the City of Beacon for professional review fees.

If the City Council wishes to accept dedication of the lighting system, a resolution to that effect will be prepared for the next available regular City Council meeting.

IRREVOCABLE OFFER OF DEDICATION OF LIGHTING SYSTEM

This IRREVOCABLE OFFER OF DEDICATION made as of the ____ day of _____, 2019, is by and between DMS CONSOLIDATORS, LTD, having an address at 108 Village Square PMB 403, Somers, New York, 10589 (hereinafter the "Grantor"), and the CITY OF BEACON, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at One Municipal Plaza, Suite One, Beacon, New York (hereinafter the "Grantee").


In consideration of Ten Dollars (\$10.00) paid by the City to the Owner and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is covenanted and agreed as follows:

1. The Owner herein delivers to the City a Bill of Sale for certain lighting system to be conveyed and accepted, which are more fully described in Exhibit A annexed hereto, said delivery constituting a formal Irrevocable Offer of Dedication to the City, to be held by the City until the acceptance or rejection of such Irrevocable Offer of Dedication by the City.
2. The Owner agrees that such formal Irrevocable Offer of Dedication is irrevocable and can be accepted by the City at any time.
3. The execution and delivery of this Irrevocable Offer of Dedication shall impose no obligation by the City to accept such Irrevocable Offer of Dedication.
4. This Irrevocable Offer of Dedication shall run with the land and be binding upon the Owner and the City, and their respective successors and assigns.
5. This Irrevocable Offer of Dedication was executed on behalf of the Owner pursuant to a resolution of the City Council of the City of Beacon duly adopted on May __, 2019.

IN WITNESS WHEREOF, the Owner has executed and delivered this Irrevocable Offer
of Dedication on the day and year set forth above.

GRANTOR:

DMS CONSOLIDATORS LTD.



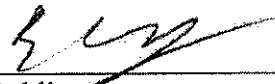
Don Strauch

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On 14th day July, 2019, before me, the undersigned, personally appeared Don Strauch, personally known to me or proved to me on the basis of the satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual, or the person upon behalf of which the individual acted, executed the instrument.

BART LANSKY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6185616
Qualified in Westchester County
My Commission Expires April 21, 2022



Notary Public

EXHIBIT A

Description of lighting system

A lighting system, including light fixtures, wiring and all rights to maintain such system, installed on property located at 30 Beekman Street, Beacon, New York 12508 (Parcel ID 5954-26-660924) within the Easement Area created by the Pedestrian Walkway Easement Agreement between DMS Consolidators Ltd and the City of Beacon, dated August, 7, 2017, and recorded in the Office of the Dutchess County Clerk on August 30, 2017 under document # 022076583 and thereafter amended as per an Amended Pedestrian Walkway Easement Agreement, dated ___, 2019, and recorded in the Office of the Dutchess County Clerk on _____, 2019 under Document # _____.

BILL OF SALE

Know all men by these presents,

THAT DMS CONSOLIDATORS, LTD

whose address is 108 Village Square PMB 403, Somers, New York, 10589.

herein referred to as the Transferor/Seller, for and in consideration of the sum of **\$10.00** (ten United States dollars) paid to the Transferor/Seller, at or before the ensealing and delivery of these present by

CITY OF BEACON

whose address is One Municipal Plaza, Suite One, Beacon, New York

herein referred to as the Transferee/Purchaser, and for the good and valuable consideration, the receipt whereof is hereby acknowledged, sells, transfers, sets over and assigns to the said Transferee/Purchaser, free of all liens and/or encumbrances, the lighting system alongside stairs / walkway within the Easement Area created by the Pedestrian Walkway Easement Agreement between DMS Consolidators Ltd and the City of Beacon, dated August 7, 2017, and recorded in the Office of the Dutchess County Clerk on August 30, 2017 under Document #022076583 and thereafter amended as per an Amended Pedestrian Walkway Easement Agreement, dated ____, 2019, and recorded in the Office of the Dutchess County Clerk on ____, 2019 under Document #____ at property located at 30 Beekman Street, Beacon, New York 12508, identified as Parcel ID 5954-26-660924,

including the light fixtures, wiring, and all rights to maintain such systems.

TO HAVE AND TO HOLD the same unto the Transferee forever, subject to and the Transferor covenant and agrees, to and with the Transferee to warrant and defend the sale of said business and business assets hereby sold, unto the Transferee against all every person and persons whomsoever.

The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in the instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall like wise include the plural.


IN WITNESS WHEREOF, the Transferor has signed and sealed these presents
this ____ day of May, 2019,

Signed, Sealed and Delivered }
in the Presence of }



SIGNATURE

DMS CONSOLIDATORS LTD.



SIGNATURE / President

State of New York }

SS:

County of Putnam }

DONALD STRAUCH individually and for DMS CONSOLIDATORS LTD.,
being duly sworn, deposes and says,

That he is the Transferor named in the foregoing Bill of Sale.

That Transferor is the sole and absolute owner of the property described in the
foregoing bill of sale and has full right and authority to sell and transfer the same.

That the said property and each and every part thereof, is free and clear of any and
all liens, mortgages, security interests, levies, debts, taxes or other claims or
encumbrances.

Sworn to before me this

19th day of May 2019

see

B. Langky
Notary Public

Donald Strauch
Donald Strauch

BART LANGKY

NOTARY PUBLIC-STATE OF NEW YORK

No. 02LA6185616

Qualified in Westchester County

My Commission Expires April 21, 2012

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Authorizing Execution of Amendment to Contract of Sale for 23-28 Creek Drive

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing Execution of Amendment to Contract of Sale for 23-28 Creek Drive	Resolution
First Amendment to Sale and Purchase Agreement	Backup Material



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO CONTRACT OF SALE FOR 23-28 CREEK DRIVE (TAX PARCEL GRID IDENTIFICATION #130200-6054-37-037625)

WHEREAS, on May 11, 2018, the City of Beacon (the “City”) entered into a Purchase and Sale Agreement (“PSA”) with 23-28 Creek Drive, LLC (“Purchaser”) for certain real property commonly know as the City’s former highway garage, located at 23-28 Creek Drive, Beacon, New York, Parcel Grid Identification #130200-6054-37-037625 (the “Property”);

WHEREAS, the Purchaser has completed its Environmental Due Diligence, obtained its Zoning Approvals and Site Plan Approval and submitted a building permit application for construction on the Property;

WHEREAS, the Purchaser desires to amend certain terms to permit the closing of title prior to issuance of a building permit and securing financing for construction, contained in ¶¶17, 18 and 20 of the PSA, as more particularly detailed in the First Amendment to the PSA (the “Amendment”);

WHEREAS, Purchaser’s obligations to obtain a building permit and secure construction for financing are subject to a right of reverter in favor of the City, pursuant to ¶29 of the PSA; and

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby declares their consent to the terms and conditions set forth in the Amendment; and

BE IT FURTHER RESOLVED, that Anthony J. Ruggiero, the City Administrator, is authorized to execute the Amendment, in the form and substance to the satisfaction of the City Attorney, and any additional documentation deemed necessary to effectuate the conveyance.

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

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”), is made effective as of the ____ day of May, 2020, by and between the **CITY OF BEACON**, a municipal corporation with its principal offices at One Municipal Plaza, Beacon, New York 12508 (the “**Seller**” or “**City**”), and **23-28 CREEK DRIVE, LLC**, a New York limited liability company having an office at 25 East Main Street, Beacon, New York 12508 (“**Purchaser**”).

RECITALS

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated as of May 11, 2018 (the “**Contract**”), which is restated in its entirety and incorporated herein by reference as if set forth at length herein pursuant to which Seller agreed to sell, and Purchaser agreed to buy, certain real property owned by Seller consisting of land, together with all buildings and improvements located thereon, commonly known as 23-28 Creek Drive, located in the City of Beacon, Dutchess County New York and referred to as Tax Parcel Grid Identification #130200-6054-37-037625, and more particularly described in the Contract (the “**Property**”); and

WHEREAS, the parties ratify and affirm the validity and enforceability of the Contract, as neither party has terminated said Contract and each hereby confirms Purchaser and Seller’s intention to amend, extend and continue same, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Any capitalized term used and not defined in this Amendment shall have the same meaning as set forth in the Contract, except as otherwise specifically herein provided.

2. Schedule B, Paragraph 17, currently reads:

This Agreement is contingent upon, and the Property shall not be conveyed to Purchaser, until such time as the Purchaser has, and by no later than fifteen (15) months after the expiration of the Environmental Due Diligence Period, (a) obtained any Zoning Approvals necessary, (b) obtained Site Plan Approval and (c) obtained Building Permit for the Project. The Closing shall occur on a date mutually agreeable to the parties which date shall be on or before thirty (30) days after the Building Permit for the Project for the Project is issued by the City. If the Zoning Approvals, Site Plan Approval and Building Permit are not obtained within sixteen (16) months of the Contract Date despite a diligent effort by Purchaser, then either Purchaser or Seller may cancel this Agreement and Escrowee shall return the Downpayment to Purchaser together with any interest earned thereon,

if any, whereupon this Agreement shall be deemed null and void, without further force or effect.

Schedule B, Paragraph 17, shall be amended to read:

Purchaser has completed its Environmental Due Diligence and obtained its Zoning Approvals and Site Plan Approval and submitted a Building Permit Application for the Project. Therefore, the Parties agree that the Closing shall occur on a date mutually agreeable to the parties, which date shall be on or before thirty (30) days after the full execution of this Contract Amendment.

3. Schedule B, Paragraph 18 shall be intentionally omitted.

4. Schedule B, Paragraph 20, currently reads:

Purchaser shall commence construction within sixty (60) days of Closing.

Schedule B, Paragraph 20, shall be amended to read:

Purchaser shall, in accordance with all applicable laws, rules and regulations, (a) within thirty (30) days of Closing, commence demolition work and remediation work, pursuant to the remediation work plan dated February 20, 2020, as prepared by Gallagher Basset Technical Services (the "Remediation Work"), and diligently complete same, and (b) within sixty (60) days of closing, obtain (i) a Building Permit and (ii) construction financing in an amount sufficient to construct the Project. Purchaser shall commence construction on the Project within thirty (30) days of the later of the issuance of a Building Permit or completion of the Remediation Work. Purchasers' obligations to (i) commence Remediation Work, (ii) secure construction financing, (iii) obtain a Building Permit and (iv) commence construction on the Project, in accordance with the herein terms and conditions, shall be incorporated into the language of the deed and binding upon all subsequent owners of the Property. The terms and conditions of this herein paragraph shall survive the closing of title for the Property.

5. Except as expressly set forth herein, the terms and provisions of the Contract shall remain in full force and effect.

6. This Amendment may be executed in counterparts and any such counterpart signed by both Seller and Purchaser may be delivered by email or facsimile, which counterpart shall have the same force and effect as an originally signed document.

7. The Recitals set forth hereinabove are incorporated into and made a part of this Amendment.

8. This Amendment contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior or contemporaneous written or oral agreements with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the Seller and Purchaser have executed this Amendment as of the date first written above.

PURCHASER:
23-28 Creek Drive, LLC

Name: Rodney Weber, Member/Manager

SELLER:
City of Beacon

Name: Anthony Ruggiero
Title: City Administrator

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Confirming the Appointment of Phillip Greenblatt to the Board of Ethics

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Confirming the Appointment of Phillip Greenblatt to the Board of Ethics	Resolution



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ____ OF 2020

**RESOLUTION CONFIRMING THE APPOINTMENT
OF PHILLIP GREENBLATT TO THE BOARD OF ETHICS**

BE IT RESOLVED, that the City Council of the City of Beacon hereby confirms the appointment of Phillip Greenblatt to the Board of Ethics to fill the seat vacated by Scott Arnold for a term that will begin on May 5, 2020 and expire on December 31, 2022.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Adopting a Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street District

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Adopting a Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the CMS	Resolution
Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street District	Local Law



**CITY COUNCIL
CITY OF BEACON**
Resolution No. ____ of 2020

**RESOLUTION ADOPTING A PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTION 41.18E(7) OF THE CODE OF THE CITY OF
BEACON REGARDING BUILDING HEIGHT IN THE CENTRAL MAIN
STREET DISTRICT**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Beacon hereby adopts a Proposed Local Law to Amend Chapter 223, Section 41.18E(7) of the Code of the City of Beacon Regarding Building Height in the Central Main Street district.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

DRAFT LOCAL LAW NO. ____ OF 2020

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTION 41.18.E(7) OF THE CODE OF THE CITY OF
BEACON**

A LOCAL LAW to amend Chapter 223, Section 41.18.E(7) of the Code of the City of Beacon concerning building height special permits in the CMS District.

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

Section 1. Chapter 223, Article IVD, Central Main Street (CMS) District, Section 41.18, Subsection E(7) of the Code of the City of Beacon is hereby amended as follows:

§ 223-41.18 Regulations.

....

E. Dimensional regulations. All new construction or enlargement of existing structures in the CMS District shall be subject to the following minimum and maximum dimensional regulations. These may be modified as provided in Subsection J(15).

....

(7) Except for parcels facing East Main Street, a special permit may be granted by the Planning Board for a fourth story only if the proposed fourth story contains with a stepback of at least 15 feet behind the facade along any street frontage. A fifteen-foot building stepback above 38 feet shall also be required for any side of a four-story building within 40 feet of a lot line abutting another zoning district. Except for parcels facing East Main Street, a special permit may also be granted for a four-story tower without a stepback at a corner facing an intersection and occupying no more than 25 feet of the corner frontage of the building. The City Council may waive or reduce the stepback requirements set forth herein upon a finding by the City Council that (i) such a waiver is warranted due to the special conditions of a site or the particular character or limited nature of the proposed development, and (ii) such a waiver is consistent with the goals of promoting the public health, safety and general welfare of the community.

- (a) For proposed buildings on CMS parcels in ~~or abutting~~ the Historic District and Landmark Overlay Zone, abutting a HDLO parcel, or having a property line frontage directly across a street from a HDLO parcel, any fourth story ~~or corner tower~~ shall require a special permit by the City Council. The City Council may limit the length of any such fourth floor or reduce a permitted building height to be no more than six feet higher than an existing building on an adjoining HDLO parcel for a distance of 30 feet along the frontage from the historic structure.
- (b) All such building height special permits in the CMS District shall require a finding that there are no substantial detrimental effects on shadows, parking, traffic, or specific views adopted as important by the City Council or in the Comprehensive Plan Update, that the new building will be compatible with the historic character of adjacent buildings, and that the conditions and standards in § 223-18B(1)(a) through (d) have been met. The City Council or Planning Board shall have the right to require an applicant to provide alternative plans or renderings in sufficient detail as requested.
- ~~(c) Although not required, All such building height special permits shall also require a specific public benefit as determined by the City Council or Planning Board, such as~~ additional below-market-rate housing above what would be otherwise mandated in Article IVB, ~~commercial uses included on an upper floor~~ commercially used floor or floors included above the ground level, additional parking spaces available for general public use, green building or renewable energy features beyond what is required by code, or ~~extra sidewalk width, the construction and/or maintenance of public plaza space, or green space that is accessible to the public may be a positive factor for consideration during the special permit review process.~~

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223, Section 41.18 of the City of Beacon are 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 Council Agenda
5/4/2020

Title:

Resolution Adopting a Proposed Local Law to Amend Chapter 223, Section 61.3 of the Code of the City of Beacon Regarding Noticing Public Hearings

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Adopting a Proposed Local Law to Amend Chapter 223, Section 61.3 of the Code of the City of Beacon	Resolution
Proposed Local Law to Amend Chapter 223, Section 61.3 of the Code of the City of Beacon Regarding Noticing Public Hearings	Local Law



**CITY COUNCIL
CITY OF BEACON**
Resolution No. ____ of 2020

**RESOLUTION ADOPTING A PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTION 61.3 OF THE CODE OF THE CITY OF BEACON
REGARDING NOTICING PUBLIC HEARINGS**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Beacon hereby adopts a proposed Local Law to Amend Chapter 223, Section 61.3 of the Code of the City of Beacon regarding noticing public hearings.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

DRAFT LOCAL LAW NO. ____ OF 2020

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTION 61.3 OF THE CODE OF THE CITY OF
BEACON**

A LOCAL LAW to amend Chapter 223, Section 61.3 of the Code of the City of Beacon concerning the requirements for public notices.

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

Section 1. Chapter 223, Section 61.3 of the Code of the City of Beacon entitled “Public notice signs” is hereby amended as follows:

§ 223-61.3 Hearing notice requirements.

Prior to any public hearing required for applications for approval of a site development plan, special permit, subdivision, or any public hearing before the Board of Appeals, the applicant shall comply with the following notice requirements at its sole cost and expense:

- A. The City shall submit a notice of public hearing to the official City newspaper and one additional local newspaper for publication at least five days before such hearing. The applicant shall reimburse the City for the cost of such publications.
- B. Notice of hearing shall be sent by the applicant, by certified mail (return receipts not required) to all property owners within a distance of 250 feet of any boundary of the subject property which is the subject of an application involving single-family or two-family properties, and to all property owners within a distance of 500 feet of any boundary of the subject property which is the subject of an application involving multifamily properties, non-residentially zoned properties or nonresidential uses. Notice shall be provided to properties owners on both sides of the street on which the subject property fronts, to the adjoining property owner or owners to the rear of the property affected, and to all non-owner occupants of the property affected at least 10 days before

the hearing. For purposes of notice, a property shall be deemed to have non-owner occupants when the primary owner mailing address on file with the City of Beacon Tax Assessor is different than the property address. In such case, a notice shall be mailed to the property addressed to the occupant, and if a multifamily dwelling, then to all individual dwelling units on the property. Prior to the public hearing, the applicant shall submit to the secretary of the applicable board a signed affidavit of mailing setting forth details of the mailing, including date of mailing, names and addresses to whom the mailing was sent, and a copy of the notice of hearing, ~~and the certified mail receipts.~~

C. Public notice signs.

- (1) The applicant shall post one notification sign on the subject property, or in the case of a corner lot post a notification sign on all abutting streets, no later than 10 days prior to the initial public hearing and any continued public hearing thereafter. The applicant shall update said sign at least 10 days prior to every public hearing at which the applicant's matter will be heard. The Building Inspector may require, in his or her discretion, the applicant to post an additional public notice sign, based on topography of the surrounding land, parcel size and shape, or any other factors the Building Inspector, in his or her discretion, feels may impact effective public notice.
- (2) Such sign shall be at least two feet by three feet in size, consist of sturdy and serviceable material containing a white background with black letters and be placed in a location visible from the most commonly traveled street or highway upon which the property fronts, or in the case of a corner lot on all streets, but in no case more than 20 feet back from the front lot line. Such sign shall read as follows, in legible lettering with the heading at least five inches in height and the content at least two inches in height:

PUBLIC NOTICE A PUBLIC HEARING FOR A [application type]
APPLICATION WILL BE HELD BY THE CITY OF BEACON [City Council,
Planning Board, or Zoning Board of Appeals] ON [insert date] AT [insert time] P.M.
AT THE CITY OF BEACON CITY HALL, 1 MUNICIPAL PLAZA, BEACON,
NY ADDITIONAL INFORMATION IS AVAILABLE AT THE BEACON
BUILDING DEPARTMENT (845) 838-5020

- (3) In the event that the applicant shall appear before more than one board, the sign shall be appropriately revised to reflect the time and place of each board's meeting. At least two working days before the public hearing, the applicant shall also submit to the secretary of the applicable board a signed affidavit certifying to the fact and date of said posting.
- (4) The applicant shall, in good faith, maintain the public notice sign in good condition throughout the posting period.

- (5) The applicant shall remove the notification sign within five days of the adoption of any resolution concerning the application.

D. Modifications to notification requirements. The approval authority may modify the notification requirements set forth in this section herein unless required elsewhere by county or state law.

Section 2. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 223 Section 61.3 of the City of Beacon are 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 Council Agenda
5/4/2020

Title:

Resolution Adopting a Proposed Local Law to Amend Chapter 211, Article II, Sections 10 and 12 and Article III Section 15 of the Code of the City of Beacon Regarding Vehicles and Traffic

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Adopting a Proposed Local Law to Amend Chapter 211, Article II, Sections 10 and 12 and Article III Section 15 of the Code of the City of Beacon Regarding Vehicles and Traffic	Resolution
Proposed Local Law to Amend Chapter 211, Article II, Sections 10 and 12 and Article III Section 15 of the Code of the City of Beacon Regarding Vehicles and Traffic	Local Law



**CITY COUNCIL
CITY OF BEACON**
Resolution No. ____ of 2020

**RESOLUTION ADOPTING A PROPOSED LOCAL LAW TO AMEND
CHAPTER 211, ARTICLE II, SECTIONS 10 AND 12 AND ARTICLE III
SECTION 15 OF THE CODE OF THE CITY OF BEACON REGARDING
VEHICLES AND TRAFFIC**

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Beacon hereby adopts a Proposed Local Law to Amend Chapter 211, Article II, Sections 10 and 12 and Article III Section 15 of the Code of the City of Beacon Regarding Vehicles and Traffic.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

**CITY COUNCIL
CITY OF BEACON**

**LOCAL LAW TO AMEND CHAPTER 211, ARTICLE II, SECTIONS 10
AND 12, AND ARTICLE III, SECTION 15 OF THE CODE OF THE CITY
OF BEACON**

A LOCAL LAW to amend Chapter 211, Article II, Sections 10 and 12, and Article III Section 15 of the Code of the City of Beacon concerning installation of stop signs, trucks over certain weights excluded and no parking zones.

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

Section 1. Chapter 211, Article II, Section 10, Subsection B of the Code of the City of Beacon is hereby amended to install stop signs as follows:

§ 211-10. Stop intersections.

...

B. Schedule VII: Stop intersections. In accordance with the provisions of Subsection **A**, 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
<u>Pearse Place</u>	<u>Northwest</u>	<u>Phillips Street</u>
<u>Phillips Street</u>	<u>Both</u>	<u>Schofield Place</u>
<u>Roundtree Court</u>	<u>Northeast</u>	<u>Liberty Street</u>
<u>Roundtree Court</u>	<u>Northeast</u>	<u>Roundtree Court</u>
<u>Roundtree Court</u>	<u>Northwest</u>	<u>Roundtree Court</u>
<u>Schofield Place</u>	<u>Northwest</u>	<u>Phillips Street</u>

Section 2. Chapter 211, Article II, Section 12, Subsection B of the Code of the City of Beacon is hereby amended as follows:

§ 211-12. Trucks over certain weights excluded.

...

B. Schedule IX: Trucks Over Certain Weights Excluded. In accordance with the provision of Subsection **A**, all commercial vehicles, including but not limited to trucks, tractors and tractor trailer combinations, are hereby excluded from the following streets or parts of streets, except for the pickup and delivery of materials on such streets:

Name of Street	Location
Wolcott Avenue	Entire length

Section 3. Chapter 211, Article III, Section 15, Subsection B of the Code of the City of Beacon is hereby amended to restrict parking as follows:

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

...

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

Name of Street

Side

Location

Roundtree Court

Southwest

From the easternmost point of the driveway at 17 Roundtree Court to the westernmost point of the driveway at 15 Roundtree Court.

Section 4. Ratification, Readoption and Confirmation

Except as specifically modified by the amendments contained herein, Chapter 211, Article II, Sections 10 and 12, and Article III, Section 15 of the Code of the City of Beacon are otherwise to remain in full force and effect and are otherwise ratified, readopted and confirmed.

Section 5. 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 6. Severability.

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

Section 7. Effective date.

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

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Authorizing Agreement for Chief Wastewater Treatment Plant Operator Services

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement for Chief Wastewater Treatment Plant Operator Services	Resolution
Independent Contractor Service Agreement	Agreement



CITY OF BEACON
CITY COUNCIL

Resolution No. _____ of 2020

**RESOLUTION AUTHORIZING AGREEMENT FOR CHIEF WASTEWATER
TREATMENT PLANT OPERATOR SERVICES**

WHEREAS, the City of Beacon (the “City”) Wastewater Treatment Plant (“WWTP”) operates in accordance with a permit issued by the New York State Department of Conservation (“NYSDEC”);

WHEREAS, the NYSDEC issued the City a new permit with several modifications, including, but not limited to, changing the WWTP score from a 3A to a 4A Operator license requirement;

WHEREAS, the City provided its employees with the opportunity to obtain their 4A Operator license in order to be appointed to the Chief Wastewater Treatment Plant Operator position;

WHEREAS, one (1) City employee has obtained his 4A Operator license but has expressed that he is not interested in being appointed to the Chief Wastewater Treatment Plant Operator position;

WHEREAS, City of Beacon solicited proposals for Chief Wastewater Treatment Plant Operator services in order to operate the WWTP with a 4A Operator license;

NOW, THEREFORE, BE IT RESOLVED, that as recommended by the City Administrator, the Beacon City Council approves awarding a contract to 4A Wastewater Operations to provide Chief Wastewater Treatment Plant Operator services, as described in its proposal dated April 2, 2020 that was submitted in response to the City’s request for proposals, which services will be provided for a minimum of twenty (20) hours per week at Sixty-Five (\$65.00) Dollars per hour; and

NOW, BE IT FURTHER RESOLVED, that the Beacon City Council approves and ratifies the contract for services between the City and 4A Wastewater Operations, dated May __, 2020, and hereby authorizes the Mayor and/or City Administrator to execute said contract on its behalf.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this ____ day of May, 2020, by and between 4A Wastewater Operations, having offices at 38 Mathews Street, Harrison, New York 10528 (hereinafter “Contractor”) and the City of Beacon, having offices at One Municipal Plaza, beacon, New York 12508 (hereinafter “City”).

WITNESSETH:

1. Services. The City hereby engages Contractor to perform the following services:

The service will generally include overseeing the operation and maintenance of the Wastewater Treatment Plant utilizing existing staff, preparation of general plant optimization recommendations, and providing other Wastewater Treatment Plant assistance and recommendations as needed. Minimum 20 hours per week of on-site supervision that time will include Supervision of Staff, SPDES compliance, review process and make recommendations, monthly reports to the City Administrator, meet with City Engineer to discuss ongoing project and make recommendations for future projects, meet with regulatory agencies i.e. NYSDEC, USEPA when necessary.

Contractor represents that it has the requisite knowledge and skills to provide all such services and has the requisite 4A Operator license and/or certification to provide such services and will maintain such license, certification and qualification throughout the term of this Agreement. Contractor recognizes that this Agreement does not grant Contractor the exclusive right to perform the above-described services for the City and that the City may enter into agreements with other contractors for the same or similar services.

2. Compensation. The City shall pay Contractor as follows:

Sixty Five (\$65.00) Dollars per hour.

- a. Payment pursuant to this Agreement is dependent upon the satisfactory completion of the services by Contractor, faithful compliance with the Agreement by Contractor, acceptance of Contractor's services by the City and the submission of an invoice(s) following completion of the services in whole or at agreed upon intervals to the City.
- b. The above compensation is inclusive of any and all of the expenses incurred by Contractor in performing the above-described services for the City, including, without limitation, for such things as travel, copying expenses, postage, facsimile and telephone charges, mobile/cellular telephone service charges. The above compensation also is inclusive of any fees, fines, licenses, certificates, certifications, bonds or taxes required of or imposed against Contractor or its officers, employees or agents in connection with the performance of the above-described services.

3. Duration. This Agreement shall be in full force and effect commencing on May 5, 2020 and terminating on May 4, 2021, unless terminated sooner in accordance with the provisions of this Agreement.

4. Independent Contractor Status. Contractor shall not be considered as having employee status and enters into this Agreement and will remain throughout the term hereof an independent contractor of the City. Contractor and Contractor's officers, employees and/or agents, if any, are retained by the City only for the purposes and to the extent set forth in this Agreement. Contractor acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the City. Contractor shall not hold itself out as anything other than an independent contractor of the City.

- a. Contractor, its officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the City's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. Contractor is responsible for providing, at Contractor's sole expense, disability, unemployment, workers'

compensation and all other forms of insurance, training, permits and licenses for Contractor and for Contractor's officers, employees and/or agents, if any. Contractor, its officers, employees and/or agents shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement.

- b. Contractor, its officers, employees and/or agents, shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the City and any of its employees.
- c. The City shall not be responsible to pay Contractor for any expenses paid or incurred for the services provided under this Agreement unless specifically provided for elsewhere in this Agreement or agreed to in a writing signed by both parties.
- d. As an independent contractor, Contractor retains full responsibility for complying with income reporting and other requirements by federal, state and/or local tax laws. Because Contractor is an independent contractor, the City will not make deductions from payments to Contractor for income taxes, social security, unemployment insurance, workers' compensation or other employment/payroll taxes. The City will issue a 1099 form at the end of each taxable period for monies paid to Contractor. Contractor shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the City to Contractor for services provided under this Agreement. Contractor will indemnify the City for any tax liability, interest, and/or penalties imposed upon the City by any taxing authority based upon the City's failure to withhold any amount from the payments for tax purposes.
- e. The City shall make no payments and shall not report Contractor's services to any State retirement system for purposes of pension credit.

5. Principal Contact Person. The principal contact person of the City shall be the City Administrator and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person.

6. Invoices. Contractor will submit an invoice for services rendered on a bi-weekly basis, and payment to Contractor shall be made within thirty (30) days following the date the City receives the invoice. The invoice shall include the dates on which services were rendered, who rendered the services, a description of services rendered on each date and the fees payable.

The City shall give Contractor notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the City' rights or prevent the City from availing itself of any remedy or course of action it has at law or in equity at a later date.

7. Right to Examine Records. The City shall have the right to examine any and all accounting records of Contractor, its officers, employees and/or agents as they pertain to the services provided pursuant to this Agreement.

8. Confidential Information. Contractor understands that in performing this Agreement it may have access to or acquire confidential information in possession of the City or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to or acquire confidential information, potentially including but not limited to personnel information and records; confidential business information; trade secrets; information regarding sensitive, confidential or internal City matters and other protected information or data. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement, except information available to Contractor from third parties on an unrestricted basis. Contractor agrees it, its officers, employees and/or agents shall keep all confidential information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, for their own benefit or for the benefit of another, either during or after the performance of this Agreement, the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement or as explicitly authorized in writing by the Principal Contact Person of the City.

Contractor understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. Contractor agrees that if it receives a request for disclosure of confidential information obtained from the City pursuant to a statute, subpoena or court order, it shall notify the City prior to disclosing the City's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order. The parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.

9. Termination.

- a. This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other party. Upon such termination, Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination. Contractor shall not be entitled to any additional payments, whether on account of lost profits or otherwise. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- b. This Agreement may be terminated for cause by the City in the event of a breach of this Agreement by Contractor, upon five (5) days' written notice from the City to Contractor, unless a shorter period of time is specifically provided for elsewhere in this Agreement. In the event of such termination, the City shall only be responsible to pay for services actually rendered by Contractor in full compliance with this Agreement prior to the termination on a pro rata basis and may deduct from such sums owed any costs incurred by the City as a result of Contractor's breach.

10. Insurance. Contractor shall maintain, in full force and effect, during all times this Agreement is in force, the types and amounts of insurance specified in the attached Insurance Requirements Schedule. All such insurance shall be underwritten by an insurer authorized and/or licensed to issue the applicable types of insurance in New York State and shall reflect that the City, its City Council, employees, officers and agents are additional insureds thereunder and that the City shall receive no less than 15 days written notice in the event of the termination

thereof. Contractor shall provide the City with Certificates of Insurance reflecting the information required in this paragraph and as set forth in attached Insurance Requirements Schedule and evidencing that the City, its City Council, employees, officers and agents have been named as additional insureds. Contractor shall comply with all insurance requirements specified in the attached Insurance Requirements Schedule.

11. Contractor Records. Contractor shall be required to file documents and/or reports in compliance with Speedys.

12. Compliance with Law. Contractor shall comply, at its own cost and expense, with all applicable Federal, State and local statutes, rules, regulations and ordinances.

- a. Contractor shall obtain and maintain any necessary permits, licenses, registration and/or approvals of governmental authorities that are applicable to the services to be provided pursuant to this Agreement.
- b. In addition, Contractor shall comply with any of the City's written safety policies, codes or regulations that are generally applicable to visitors and contractors entering City property.
- c. Contractor shall adhere to all requirements, protocols, policies and regulations of the City applicable to the services to be provided hereunder.
- d. Contractor also acknowledges and agrees that it and its employees may be subject to a criminal history record check. In such event, Contractor agrees to cooperate with the City and to complete any and all necessary forms or procedures to obtain criminal history checks.

13. Indemnification. Contractor agrees that it shall defend, indemnify and hold harmless the City, its employees, officers, agents and City Council for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by Contractor and its employees, officers, directors, and agents to the City pursuant to this

Agreement, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Contractor or any of its officers, directors, agents or employees taken or made with respect to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the City, its employees, officers, agents and/or City Council may be named as a party, notwithstanding that Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

14. Non-Discrimination Requirements. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor agrees it shall not discriminate against any employee or applicant for employment or individual associated with the City because of race, creed, color, sex, national origin, sexual orientation, gender identity or expression, age, disability, predisposing genetic characteristics, military status, familial status, marital status, status as a victim of domestic violence or any other basis protected by law. The services provided pursuant to this Agreement shall be provided without regard to a student's actual or perceived race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

15. Sexual Harassment. Federal and state laws and the policies of the City prohibit sexual harassment of employees. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that create a hostile or offensive working environment for City employees. Contractor shall exercise control over its employees, agents, and consultants so as to prohibit acts of sexual harassment of City employees. In the event the City, in its reasonable judgment, determines that Contractor, its officers, directors, employees, agents and/or consultants have committed an act of sexual

harassment, upon notice from the City, Contractor shall cause such person to be removed from servicing the City and shall take such other action as may be reasonably necessary to cause such sexual harassment to cease.

16. No Assignment. Contractor may not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the City, which consent may be withheld for any reason whatsoever or for no reason.

17. Cooperation in the Event of Litigation. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the City, Contractor, shall, at its own cost and expense, provide the City with all reasonable information and assistance in the defense or other disposition thereof.

18. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party, as set forth above. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

19. No Waiver of Default. No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

20. Entire Understanding. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are superseded and are of no further force and effect. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.

21. Conflicts of Interest. Contractor hereby warrants that there is no conflict of interest between Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. Contractor shall advise the City if a conflict of interest arises in the future.

22. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles. The Parties irrevocably agree that any action or proceeding brought to enforce any rights, duties or obligations under this Agreement shall be brought in the Supreme Court of the State of New York in Dutchess County, or in the United States District Court for the Southern District of New York in Westchester County. The Parties irrevocably consent to jurisdiction and venue of any action or proceeding brought to enforce any rights, duties or obligations under this Agreement in the Supreme Court of the State of New York in Dutchess County, or in the United States District Court for the Southern District of New York in Westchester County.

23. Construction. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

24. Authority to Enter Agreement. The undersigned representative of Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Contractor with full legal rights, power and authority to enter into this Agreement on behalf of Contractor and to bind Contractor with respect to the obligations enforceable against Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

4A WASTEWATER OPERATIONS

CITY OF BEACON

Signature

Signature

Print Name

Print Name

Print title

Print title

Social Security or Federal ID Number

Date

Date

City of Beacon Council Agenda
5/4/2020

Title:

Resolution Permitting the Farmer's Market to Operate on Veteran's Place

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Permitting the Farmer's Market to Operate on Verteran's Place	Resolution
Beacon Farmers Market License Agreement 2020	Agreement



CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2020

**RESOLUTION PERMITTING THE BEACON FARMERS MARKET
TO OPERATE ON VETERAN'S PLACE**

WHEREAS, the Beacon Farmers Market has requested access to establish its location on Veteran's Place on Sundays from 8:00 a.m. to 4 p.m. to manage customer traffic within the market and promote social distancing; and

WHEREAS, Veteran's Place as an outdoor location has the space to allow for social-distancing for order pickups as recommended during the COVID-19 crisis.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the Beacon Farmers Market to operate on Veteran's Place pursuant to the terms of the letter agreement dated May 4, 2020.

BE IT FURTHER RESOLVED, that the Beacon Farmers Market shall operate at Veteran's Place for a designated period of time to be determined by the City Administrator.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and empowers the City Administrator, or his designee, to take all actions necessary to implement the purpose of this resolution.

Resolution No. ____ of 2020			Date: <u>May 4, 2020</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					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					

City of Beacon Farmers Market License Agreement

This Agreement made as of the ____ day of May, 2020, by and between the City of Beacon (the “City”), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 (“City”), and Common Ground Farm, Inc. (“CGF”), a New York domestic not-for-profit corporation with offices at P.O. Box 148, Beacon, NY 12508.

WHEREAS, this Agreement sets forth the rights and obligations of the parties in connection with the operation of the Farmers Market.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. Grant of License. The City hereby grants CGF a license (“License”) to operate the Farmers Market and its related activities and events within the City of Beacon at the location and times specified below.

2. Term of License. The term (“Term”) of this Agreement shall be from May 17, 2020 to November 22, 2020, excluding Spirit of Beacon Day (or its rain date), the Beacon Car Show date (or its rain date) and any other dates upon reasonable notice. If all the conditions of this agreement have been met to the satisfaction of the City, and the CGF wishes to renew this Agreement, a renewal request must be submitted to the Mayor, or his or her designee, for consideration at the end of each season and no later than December 31st of each year. . The Mayor, or his or her designee, may, within his/her or their sole discretion, grant, modify or deny CGF’s renewal request for additional one year terms.

3. Location of Market. CGF shall operate the Farmers Market at Veterans Place between Main Street and Henry Street on Sundays from 8:00am to 4:00 pm only, including setting up and breaking down.

4. Operation of Market.

(a) CGF shall promote and advertise the Market. CGF shall operate and manage the Market in accordance with the CGF’s Rules and Regulations, subject to any and all Federal, State and local laws having jurisdiction over CGF and the Farmers Market. A copy of the current rules and regulations is attached as Exhibit “A” to this Agreement, and CGF shall provide the City with updated rules and regulations as they are amended from time to time. CGF shall be solely responsible for the coordination and management of farmers, producers, and vendors. All Farmers Market participants (i.e. vendors, farmers, etc.) shall complete an indemnification agreement in favor of the City of Beacon in the form annexed hereto as Exhibit “B”.

(b) The CGF must abide by the following operational requirements:

- (i) The sidewalk shall be kept clear to allow access to the loading door of the Towne Crier Café.
- (ii) CGF will not set up any tables within the designated loading zone space for the Towne Crier Café.
- (iii) CGF shall provide clear signage to show where the portable toilets are located.
- (iv) CGF shall provide signage about respecting the businesses around the Farmer's Market and shall encourage customers to enjoy their purchased prepared products at the market itself.
- (v) CGF will be permitted to have tables and chairs for farmer market customers. CGF shall coordinate with the City concerning the location of all tables and chairs.

5. Additional Activities Permitted. CGF and the vendors may only provide non-amplified music. The CGF and the vendors cannot provide amplified music of any type, whether live, recorded, or of any other type. Cooking demonstrations shall be permitted, provided propane tanks are properly secured and not left open to the public and are otherwise in compliance with all applicable laws, rules and regulations. Wine and beer tasting is permitted by vendors selling wine at Farmers Market where said vendors possess all required licenses. No open consumption of alcoholic beverages is otherwise permitted. CGF may also provide activities of interest to children.

6. Products Sold. CGF shall permit its vendors to sell only those products that are pre-approved by CGF, or its designee. No food shall be cooked or prepared and served to the public by any vendor not located in the City of Beacon. Except that the following vendors may continue to cook or prepare food to serve to the public for the term of their Vendor Agreement: Nana's Homemade. If these vendors are removed from the Farmers Market, they must be replaced with local businesses.

7. Prohibited Sales From Vehicles. There shall be no sales from the surfaces of pick-up trucks, trailers or other vehicles. All products must be sold from a stationary stall.

8. Cancellations. The City reserves the right to suspend this License on any given scheduled market day when snow fall, hurricane, or other severe weather event renders the Licensed Area unsafe or unsuitable for use by the Farmers Market and the City cannot make the Licensed Area safe or suitable in time for use on the scheduled market day or the City needs the licensed area for a public purpose. The City shall incur no liability to the Farmers Market, its agents, vendors, invitees or employees, by exercising its right pursuant to this paragraph.

9. License Fee. A fee of \$100.00 per month that the Market is operated, without being pro-rated, shall be paid on July 1st and November 1st.

10. Personnel and Equipment.

(a) A Market Manager, or a designated representative of CGF will be present and supervising the Farmers Market, its vendors and activities during all hours of operation. CGF shall provide all necessary equipment to operate the Farmers Market.

(b) Farmers Market participants shall be required to provide their own means of trash removal and shall not use any City receptacles for disposal of garbage or recyclables generated from their operation at the Farmers Market.

(c) CGF shall install a portable toilet, at CGF's expense, near the Farmer's Market in a location approved by the City. The location of the portable toilet shall not block access to the market or to parking. The portable toilet shall be maintained in a sanitary and operable condition at all times. The City may, at any time, require CGF to move or perform maintenance on the portable toilet.

(d) CGF acknowledges and represents that all personal property and equipment used for and in connection with the Farmers Market is owned or leased by CGF or its vendors. CGF shall defend, indemnify and hold the City harmless against any and all claims or causes of action made by any person or entity, arising out of, or resulting from the use of or rights to such personal property or equipment.

11. Farmer's Market Committee. CGF shall maintain a Farmer's Market Committee and provide the City's Recreation Director with the name, phone number and e-mail addresses of the Committee members.

12. Insurance and Indemnity.

(a) CGF will provide the City with evidence of all necessary insurance, as of the date hereof, which will include, at a minimum, General Liability Insurance in the sum of One Million and 00/100 (\$1,000,000.00) Dollars each occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars annual aggregate. The City shall be named as an Additional Insured on said policies.

(b) If CGF hires any employees during the term of this Agreement, it shall obtain statutorily required Workmen's Compensation Insurance.

(c) CGF and the Market Manager shall defend, indemnify and hold the City harmless against any and all claims or causes of action made by any person, arising out of, or resulting from the operation of the Farmers Market or arising out of any other alleged conduct of the CGF or its vendors in connection with the Farmers Market.

(d) CGF shall cause the Market Manager to provide the City Clerk with (i) the original indemnification agreements obtained from each vendor; and (ii) copies of all certificates of insurance provided by each vendor to CGF, which shall name the City as additional insured.

13. Conduct of CGF. CGF and the Market Manager and their employees and vendors will at all times conduct business in a courteous and hospitable manner during operation of the Farmers Market.

14. Modifications and Notices.

(a) Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to the City at City Hall at 1 Municipal Plaza, Beacon, New York 12508, and to CGF at the address set forth above. Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

(b) The emergency contacts for CGF are: Jade Silverstein, (845) 309-8128, market@commongroundfarm.org and Tyler Epps.

15. Agreement Non-assignable. The License granted hereunder and this Agreement, and the obligations and privileges conferred on CGF in this Agreement are not assignable by CGF without the City's prior written consent.

16. Authorities. CGF will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, including the City and the Dutchess County Department of Health, if any are required, and shall maintain compliance with all local, federal and state laws ("Government Approvals"). CGF will furnish all necessary documentation to the City, upon request, demonstrating compliance by it or its vendors with Government Approvals. CGF will keep accurate records of its enforcement of the Rules and Regulations, and acknowledges the right of the City to review its records for purposes of assuring continued compliance with Government Approvals, the Rules and Regulations, and the terms of this Agreement. All such records shall be made available for review by the City upon the City's request upon reasonable notice.

17. Maintenance. CGF will keep the License Area in a clean and orderly condition at all times and will leave the License Area in broom clean condition and will remove all of its equipment by 4 p.m. of each Sunday during the Term. Street closure barricades will be put up at 8:00 a.m. and removed by 4:00 p.m.

18. Relocation. The City shall have the right to relocate the Market upon thirty (30) days written notice to CGF if conflicts arise and/or the City receives complaints connected to the location of the Market at Veterans Place.

19. Breach of Agreement.

(a) In the event that CGF fails to pay any fees due the City under this Agreement or otherwise breaches any of the terms of this Agreement, or if the Licensed Area is needed for a public purpose, then and in said event, and upon five (5) business days written notice to CGF, the City may terminate this Agreement. The parties acknowledge that this Agreement is not a

lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

(b) Further, upon such a breach and written notice as specified above, the City may, without further notice, peaceably re-enter the Licensed Area and dispossess CGF and remove its effects and hold the Licensed Area as if this Agreement had not been made. If CGF shall default prior to the commencement of any renewal of this Agreement, the City may cancel and terminate such renewal immediately by written notice.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

COMMON GROUND FARM, INC.

CITY OF BEACON

By: _____

By: _____

ACKNOWLEDGEMENTS

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

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

Notary Public

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

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

Notary Public

EXHIBIT A

RULES AND REGULATIONS

EXHIBIT B
HOLD HARMLESS AND INDEMNITY
AGREEMENT

HOLD HARMLESS AND INDEMNITY AGREEMENT

For Use by Individual Vendors:

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

Signature

Name

Date

For Use by Participating Business Entities:

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

Vendor Name

By:

Agent Signature

Date

City of Beacon Council Agenda
5/4/2020

Title:

Approval of City Council Meeting Minutes from April 6, 2020

Subject:

Background:

ATTACHMENTS:

Description	Type
City Council Meeting Minutes April 6, 2020	Minutes

Regular Meeting

These minutes are for the regular meeting of the Beacon City Council Meeting on April 6, 2020. Due to the COVID-19 pandemic, the meeting took place remotely and was available via live stream on YouTube at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>, the meeting was also available via telephone at +1 929 205 6099. An announcement of the virtual meeting information can be found attached at the conclusion of these minutes. Please note that the video recording of this meeting is available at <https://vimeo.com/405040045>.

Council Members Present:

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

Council Members Absent:**Also Present:**

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

Public Comment Period

Theresa Kraft

Submitted for the record:

In these trying times we are watching the insurgent increase of walking and cycling - granted this will be a prelude to that much talked about and desired walkable City of Beacon - but in order to have that walkable master plan we must focus on the current health crisis and enforce serious actions to lockdown and shelter in place. The public must stop gallivanting around like they're on summer vacation going on nature walks and socializing like it's the hippest and trendiest thing to do. This is not the time to have private homes flooded with an influx of strangers and opened to Airbnb, which as the City's own lawyer quickly pointed out to the delegated host community leader at the workshop - for the record Airbnb's are still illegal in Beacon, we cannot afford to open our neighborhoods and our City streets unnecessarily to this crisis. We must protect our tax paying residents.

This too shall pass and hopefully Beacon can build upon the ashes of this pandemic.

On that note I must say; I was excited to watch and listen to the Tioronda Presentation during the March 30th workshop. What Mr. Barry Kohn and his team are envisioning for the historic Tioronda Craig House property by saving Frederick Clarke Withers designed grand estate with its elaborate music room addition built by Richard Morris Hunt as well as the sadly neglected American Picturesque landscaping grounds is commendable. This luxurious concept could put Beacon on the same scale as Hunt's internationally famous Biltmore Estate hotel and tourist attraction in North Carolina. If designed and constructed well this could be a great gateway to the Tioronda Bridge reconstruction, also in Beacons near and bright future.

Council Reports

Councilmember Terry Nelson

Mr. Nelson reminded everyone that social distancing is not the same as emotionally distancing from each other. He asked that people don't detach from each other.

Councilmember Air Rhodes

Mx. Rhodes said that people can feel free to reach out to them. They said that they are still representing residents no matter the current situation. Councilmember Rhodes is pleased with the work of the Beacon Mutual Aid group. They reminded people of the census which can be completed online.

Councilmember Jodi McCredo

Ms. McCredo reminded everyone that six feet is a decent distance, if you can stay more than six feet then all the better. Please do your best to be careful to slow the curve and keep everyone healthy and safe. She said she is deeply appreciative all of the people helping each other out. She asked people to support local businesses if they can. Filing for unemployment insurance is difficult but keep trying to apply.

Councilmember Amber Grant

Councilmember Grant thanked City of Beacon employees for all of their efforts during the COVID-19 pandemic.

Councilmember Dan Aymar-Blair

No comments

Councilmember George Mansfield

Mr. Mansfield said that he is looking to help fellow local business owners navigate the loan assistance programs available through the federal government. He said that there is a bin outside of Dogwood where people have been dropping off materials for face masks and masks themselves. All are welcome to take part in this community bin.

Mayor Kyriaocu

Mayor Kyriacou read a statement which can be found attached at the end of these minutes. Mayor Kyriacou read a statement proclaiming April as Autism Awareness month which can be found at the end of these minutes.

Anthony Ruggiero

The City Administrator said that residents can find resources for the COVID-19 response at cityofbeacon.org. He thanked City staff for all of their hard work.

Resolutions #1, 2, 3 were voted on together as part of a Consent Agenda.

- Motion by Councilmember Nelson
- Second by Councilmember Mansfield
- Motion passes 7 – 0

1. Resolution Accepting Ferry Landing Easement Regarding Drainage and Sight Distance

2. Resolution Awarding a Contract to Petinelli Recreation, Inc for the Green Street Playground Project

Councilmember Dan Aymar-Blair asked if there were renderings of the playground equipment and the path. Anthony Ruggiero said there is a sample that the City will put on cityofbeacon.org

3. Resolution to Authorize the Receipt of Bids and Offers in Electronic Format

Motion to add to waive the Workshop requirement and add Resolution #3 to Consent Agenda

- Motion by Councilmember Grant
- Second by Councilmember McCredo
- Motion passes 7 – 0

4. Resolution Approving the Appointment of Samantha Milani as a City of Beacon Police Officer

- Motion by Councilmember Rhodes
- Second by Councilmember Mansfield
- Motion passes 7 – 0

Approval of Minutes

Approval of City Council Meeting Minutes from March 2, 2020

Approval of City Council Meeting Minutes from March 16, 2020

- Motion by Councilmember McCredo
- Second by Councilmember Rhodes
- Motion passes 7 – 0

Mayor Kyriacou asked the public to stay safe, stay upbeat and stay kind,

Next Council Workshop: April 13, 2020

Next Council Meeting: April 20, 2020

Motion to Adjourn

- Motion to Adjourn by Councilmember Nelson
- Second by Councilmember Rhodes

- Motion passes 7 – 0



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting and comment during regular City Council meetings (i.e for public hearings and during designated public comment periods). To the extent internet access is not available, the public can attend and comment via telephone by dialing + 1 929 205 6099 and entering the Webinar ID 924 1166 6627 and entering password 192083. The City Council's agenda is available online in advance of meetings at <http://www.cityofbeacon.org/index.php/agendas-minutes/>. The public can email written comments or questions for regular City Council Meetings by 5pm on the day of the meeting addressed to cityofbeacon@cityofbeacon.org. Any member of the public who has questions should contact the City Administrator in advance of the meeting at 845 838 5010 or aruggiero@cityofbeacon.org.

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

PLEASE TAKE FURTHER NOTICE, that the City Council Meeting of Monday, April 20, 2020 at 7:00pm can be accessed live at <https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>



City of Beacon, New York

Office of the Mayor
Lee Kyriacou, Mayor

845.838.5010 | Mayor@CityofBeacon.org
845.838.5009 | ARuggiero@CityofBeacon.org

City of Beacon || Mayor's Update on COVID-19 || 6 April 2020 7 PM

Hi everyone. It's Mayor Lee Kyriacou, and I personally want to provide a local Beacon update related to COVID-19/coronavirus. Information first, then a couple of personal remarks.

1. **Census:** Let me first remind you about the census – at www.my2020census.gov. Do it.
2. **Governor:** I place my reliance, and take my orders from the Governor.
 - **Closures Through April:** Governor Cuomo today extended the closure of schools and non-essential businesses through April 29.
 - **Social Distancing:** This remains the most important requirement for us all.
3. **County:** The Dutchess County website – www.dutchessny.gov has a COVID-19 button that takes you to a county map with accurate local COVID-19 data.
 - **Active Cases:** As of today, Dutchess county has 994 active COVID-19 cases, of which 68 are in Beacon.
 - **Beacon:** To be clear, 68 have tested positive in Beacon.
 - **Elsewhere:** It's higher in Fishkill, East Fishkill, Wappinger, Poughkeepsie and Town of Poughkeepsie.
4. **Essential City Services:**
 - **Fine:** Police, fire, water, sewer, curbside trash/recycling are operating just fine.
 - **Safety Protocols:** Our first responders have specific protocols for these situations – to keep citizens and staff safe.
 - **Trust Them:** Trust that our first responders are doing it right.
5. **Outdoors:** I'm with the Governor – we need to get out but in a safe manner, or else we will all get "cabin fever" as he put it.
 - **State Parks:** Governor Cuomo has kept state parks open with signs & monitoring.
 - **City Parks:** Our city parks remain open – with signs on appropriate distancing and regular monitoring.
 - **Mt Beacon:** The Scenic Hudson entrance to Mt. Beacon on Route 9D is closed – they could not provide appropriate monitoring.
 - **Monitoring:** The police regularly monitor our parks and trails, and almost everyone is well behaved.
 - **Mayor Checking:** I was out a half dozen times this weekend, just driving or observing compliance – everyone I saw was doing their part.

- **If You Go Out:** If you are outdoors, keep up social distancing from those outside your household. Obey all posted signs.
 - **Cover Up:** While not required, it is recommended that people cover their nose/mouth while outside in proximity of others.
 - **Respect:** Treat everyone you meet equally, with dignity and respect. Now more than ever.
 - **Call It In:** If you see clear violations of social distancing that require intervention, call it in – Beacon Police is 831-4111. Social media is a cop-out – just call it in.
6. **Census:** Did I remind you about the census – www.my2020census.gov. So much of government – from congressional seats to millions of local funding for Beacon – depends on an accurate count.
7. **City Bills:** Residents are doing a great job of paying water and other bills in safe ways.
- **E-Pay:** We've had 250 sign-ups on the city website to pay bills, and growing fast.
 - **Fees:** Yes, there's a 3% fee to pay by card, or 75 cents to pay from your checking account. State law requires us to pass any fee on. You can still mail it in if you would rather pay the postage.
 - **Drop Box:** We've had a big increase in people dropping off their payment in the drop box in front of City Hall. Use it.
 - **M&T:** You can also go to M&T Bank's drive-up window; they provide receipts
 - **Forms:** All city forms are available online; you can email / mail / drop box.
 - **Phone for Help:** Staff is here to help with questions – 838-5000. and to direct
 - **Pay Safely.**
8. **Municipal Meetings:** As you can see and hear, City Council and other city board meetings continue remotely, with real-time accessibility.
- **Mayor Is In:** As for me, I am at City Hall every day, all day.
9. **Information:** While not complete, here are some resources.
- The City's website – <http://www.CityofBeacon.org> – has new links for
 - **COVID-19** at the top of our home page in red;
 - **Beacon Resources** in the middle of the page, with local listings of food pantries and meals, open businesses and take-out/delivery food;
 - **Request for Service:** A link at the top and middle of the page where you can tell us about a problem and get a fast response and reply;
 - **Public Safety Alerts:** A link in the middle of the page to "Sign Up for Public Safety Alerts" – so you can get SWIFT-911 messages by mobile/email;
 - **Pay Bills:** I've already told you about this, and hundreds have signed up.
 - Dutchess County's website – www.dutchessny.gov has some of the best links for small

businesses and affected employees, including to SBA loans and grants.

- **Dutchess Notification Network:** Both notices, links and webinars. They do note that the Federal CARES Act has not had much federal guidance, and they will post more when better information becomes available.
- **DCRCOC:** Also see the local Chamber of Commerce at www.DCRCOC.org.
- **Financial Impacts:** Remember, the Governor has halted evictions, foreclosures and utility cutoffs. The state has waived the one-week waiting period for unemployment benefits.

10. Census: Oh, let me remind you about the census.

11. About COVID: I'm no expert, but a couple of observations from a data geek.

- **Peak?** Hard to tell just yet, but I agree with the Governor that NYC cases may have peaked
- **NYC vs. Suburbs:** The highest incidence of confirmed COVID-19 cases – measured in terms of cases per 100,000 – are in the suburbs, not NYC – Westchester, Rockland, Nassau, Suffolk – and New Orleans.
- **Dutchess:** We are half the rate of NYC, and a quarter the rate of Westchester / Rockland, but more than Detroit, which is a new national hot spot.

12. Thank You:

- **Health Care Workers:** Thank you for being on the front lines, at risk to yourselves. You are national heroes.
- **Local Stores:** Thank you to our essential stores that have provided food and other needed services. You are all local heroes.
- **Closed Businesses & Employees:** Thank you for suffering economically, in order to help protect our most vulnerable neighbors.
- **City Employees:** Thank you all for keeping our community going, from police and fire, to water and sewer, to city hall and others.
- **Community:** Thank you all – for doing your part, for social distancing, for remaining civil and – as best we can under the circumstances – upbeat.

13. Be Kind: Finally, be kind to one another.



Proclamation

In Honor of Autism Awareness

WHEREAS, autism is a pervasive developmental disorder affecting the social, learning and behavioral skills of those affected by it and;

WHEREAS, autism was once thought to be a relatively rare disorder, but with increased awareness and diagnosis, it is estimated to occur as frequently as 1 in 60 children and;

WHEREAS, while there is no cure for autism, it is well-documented that if individuals with autism receive treatment early in their lives, it is often possible for them to make significant improvement and;

WHEREAS, the Autism Society of America has spearheaded an awareness effort in order to educate parents, professionals and the general public about autism and its effects.

NOW, THEREFORE BE IT RESOLVED, that I, Mayor Lee Kyriacou, do hereby proclaim April, 2020 as Autism Awareness Month in the City of Beacon.

Signature: _____ Date: _____

Lee Kyriacou, Mayor

City of Beacon Council Agenda
5/4/2020

Title:

Personnel

Subject:

Background: