



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

Mayor Randy Casale
Councilmember Lee Kyriacou, At Large
Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward 1
Councilmember John E. Rembert, Ward 2
Councilmember Jodi M. McCredo, Ward 3
Councilmember Amber J. Grant, Ward 4
City Administrator Anthony Ruggiero

City Council Workshop Agenda
December 10, 2018
7:00 PM

Workshop Agenda Items:

1. Taco Festival
2. Riverfront Park Improvement Proposal for Site Services
3. 2019 Capital Plan
4. Firehouse discussion
5. Sustainability Coordinator/Recycling discussion
6. Tioronda Bridge
7. Banner policy
8. Small cell - 110 Howland Ave
9. Wireless Telecommunication Local Law
10. Discussion of Lease with Verizon regarding rooftop cellular antenna installation on Mase Hook & Ladder Fire Station
11. Budget Amendment
12. Memorial Building Boiler

City of Beacon Workshop Agenda
12/10/2018

Title:

Taco Festival

Subject:

Background:

ATTACHMENTS:

Description	Type
Taco Fest Application	Backup Material



City of Beacon Recreation Department Facility Request

Facility Information

Facilities Requested: Riverfront Park

Dates of Event: June 22 2019

Time of event: 12-7 pm

Applicant Information

Name of Sponsoring Organization: BAP EVENTS

Address: 32 E ROCK CUT RD WALDEN NY 12586

Email: BIGANG1970@yahoo.com

Phone: 845-590-1915

Circle One:

Resident

Non-Resident

Designated contact:

SAME

Address:

Email:

Phone:

Cell:

Event Information

Event Name: HV TACO FEST

Type of event: FOOD

Estimated Attendance: 800-1400

Activities Planned: TACO TASTINGS - MUSIC -

How will the event be advertised: Radio + Newspaper

Amplified Sound?

Yes

No

Time:

Will there be a stage?

Yes

No

Where: ?

Will alcohol be served?

Yes

No

If YES, you need separate approval from the Beacon PD

Will alcohol be sold?

Yes

No

If YES, separate NYS ABC permit required at (518)474-0385

Will food be served?

Yes

No

Will food be sold?

Yes

No

If YES, separate Health Dept. permit required (845)838-4801

Will any goods be sold?

Yes

No

Describe:

Will there be a tent or canopy

Yes No

Size: _____ Square Feet:

Location:

Various

Tents and canopies over 200 square feet are subject to separate building department permitting and fees

Hold Harmless Agreement

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between,

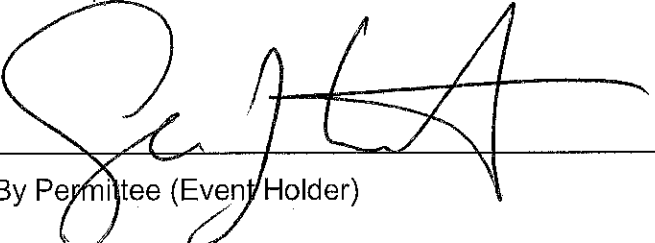
BAD EVENTS, hereinafter "permittee", and the City of Beacon,
hereinafter "permitter", on this JUNE day of 22, 20 19, in
Beacon,
New York.

Agreement

For valuable consideration, the receipt of which is hereby acknowledged, permittee and permitter agree as
Follows:

Permittee will indemnify and hold harmless permitter from any and all claims, actions, and judgments, including
all costs of defense and attorney's fees incurred in defending against same, arising from

TACO FEST (insert event) permittee's actions including the acts of
permittee's agents and employees. Permitter shall be entitled, in its reasonable discretion, to settle claims prior
to suit or judgment, and in such event permittee shall indemnify and hold harmless permitter for any such
claims paid, including permitter's reasonable attorneys fees incurred resulting from such claims. In the event
any claim or suit is brought against permitter within the scope of this agreement, permittee shall pay for legal
counsel chosen by permitter to defend against same. If any action at law or in equity, including an action for
declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall
be entitled to a reasonable attorney's fees, which may be set by the court in the same action, or any separate
action brought for that purpose, in addition to any other relief such party may be entitled. This agreement shall
be interpreted under the laws of the State of New York.


By Permittee (Event Holder)

OCT 30 2019
Date

By Permitter (the City Of Beacon)

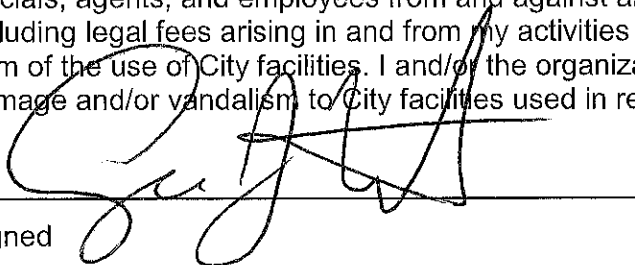
Date

Application Checklist

Facility Fees			Office Use Only		
\$		Total Facility Fee	Application Received by		Date
Amenities			Permit Approved by		Yes No
\$		Total Amenities	Payment Info		
\$		Total Facility & Amenities <small>Check payable to City of Beacon</small>			
\$		Refundable Site Deposit <small>Separate check please</small>	Notes		
Checklist					
Yes	No	Fee check			
Yes	No	Deposit Check			
Yes	No	Signed Application	Copy of Approval to	Parks Department	
Yes	No	Signed Held Harmless Agreement		City Administrator	
Yes	No	Insurance Certificate (if applicable)		Mayor	
Yes	No	Proof of Not-For-Profit Status (if applicable)		Chief of Police	
Yes	No			Fire Chief	

I certify that I am an authorized representative of this organization and that these statements are true to the best of my knowledge. I have read and received a copy of the Special Event rules, and I and/or the organization I represent agree to be bound by all applicable regulations and policies. I and/or the organization I represent understand that any violation of any of these will result in denial of future use of City of Beacon facilities.

I and/ or the organization I represent agree to indemnify, defend, and hold harmless the City of Beacon, its officials, agents, and employees from and against any and all claims, demands, losses and expenses, including legal fees arising in and from my activities and/or those of the organization I represent during the term of the use of City facilities. I and/or the organization I represent agree to pay all reasonable costs of damage and/or vandalism to City facilities used in relation to the event.

Signed 

Date 10/30/18

All fees and deposits are due and payable 30 days in advance of your requested date with your completed application. Please make all checks payable to the **City of Beacon**

Return to:

Beacon Recreation, 23 West Center Street, Beacon, NY 12508

Fax: 845-765-8439 Phone: 845-765-8440

mprice@cityofbeacon.org



City of Beacon
1 Municipal Plaza
Beacon, NY 12508

Event Name:

HV TACO Fest

Facility Requested:

Riverfront Park

Event Date:

JUNE 22 2019

Contact Name:

Angelo Notaro

New Event Reference Request

EVENT REFERENCE 1

Phone

Written
attached

Name of Person:

Angelo NOTARO

Title:

President/owner

Organization and

Address:

BRAD Events
32 E Rockwood Walden NY 12586

email:

BigAng1970@yahoo.com

Telephone #: 845-590-1915

Brief Description Of

Event and Date

Held:

TACO Competition + TASTINGS + FOOD SOLD
WINE + Beer will be served. Complete event staff
as well security plan + guards. Porta potties needed.
tenting + Tent Stage. Light acoustical music

EVENT REFERENCE 2

Phone

Written
attached

Name of Person:

Danielle Anderson

Title:

President

Organization and

Address:

email:

Danielle at midhudsoncivic

Telephone #: 845-494-6529

Brief Description Of

Event and Date

Held:

Wing Fest center.org / Pizza Fest 2014-2017
12 years Strong Jun 2017 2018

EVENT REFERENCE 3

Phone

Written
attached

Name of Person:

DON NAP

Title:

Gm

Organization and

Address:

Brotherhood Winery Washingtonville NY

email:

ghw.donny@gmail.com

Telephone #: 845-527-8546

Brief Description Of

Event and Date

Held:

Description-The Event will take part from 12 Pm -7pm.This will be a Selling ticket event at the park. Kids 12 and Under Are Free to enter. We will be selling food as well as sampling food and beer and wine will be available for sale. We will have various tents set up throughout the park starting Thursday and Friday before the event as we set up beforehand. We will have our own employees on location as well as security and expect the crowds of somewhere 800+.We will conduct live light acoustical music at the event.

There will be roughly about 35 vendors spread out throughout the park.

We will have a crew for cleanup on completion of the event. We will bring in the recommended amount of garbage cans, bags and utility vehicles to remove garbage. We will also install fencing to fence off kids park play area to keep an all access entry open. We also tend to rope off a certain amount parking spot so people can use the park that Saturday.

Our event company BAP Events Has successfully operated events like this or similar throughout the Hudson Valley for the last 13 years. All our previous event locations have asked us back to plan more events at that location.

Angelo Notaro
President BAP Events
845-590-1915

City of Beacon Workshop Agenda
12/10/2018

Title:

Riverfront Park Improvement Proposal for Site Services

Subject:

Background:

ATTACHMENTS:

Description	Type
Riverfront Park proposal	Backup Material

November 2, 2018

Weston & Sampson, PE, LS, LA, PC
1 Winners Circle, Suite 130, Albany, NY 12205
Tel: 518.463.4400

Mr. Mark Price, Director
City of Beacon – Recreation Department
23 West Center Street
Beacon, NY 12508

**Re: City of Beacon – Riverfront Park Improvement Project
Proposal for Site Design Services
Beacon, New York**

Dear Mr. Price:

Weston & Sampson PE, LS, LA, P.C. (Weston & Sampson) is pleased to present our proposal to the City of Beacon (Client) for professional services in connection with the Riverfront Park Improvement Project (Project).

Project Understanding

The purpose of the Riverfront Park Improvement Project is to rehabilitate/ redesign the existing parking lot, entry road, basketball courts, and shed area north of the basketball courts. The project area is approximately 3 acres and located at the north end of Red Flynn Drive. Based upon your request and our understanding of the Project, Weston & Sampson proposes the following scope of work:

Phase A: Limited Topographic Survey

Within this task, Weston & Sampson will prepare limited topographic survey for the project area. The survey shall include the following items:

- Existing buildings, roadways, walks, paths, pavement edges, fences, concrete, ramps, retaining walls, and curbing.
- The location of ditches, channels, existing drainage pipes or culverts on or passing through the site, which are visible and accessible at the time of the field survey.
- The location, invert elevations, pipe sizes, catch basins, manholes, and materials of storm and sanitary structures within the project area.
- Utility poles, gate valves, water spigots, light standards and other evidence of utilities will be shown.
- The perimeter of wooded areas, isolated trees (12" caliper or larger) or specimen trees (4" caliper or larger) will be located and identified as to size and general type. No attempt will be made to identify the genus or species of individual trees.
- Contours of the ground surface at one (1) foot intervals extending to the parcel limits.
- Spot elevations will be taken at approximately fifty (50) foot intervals along roadways, gutter lines, edges, centerlines of paved roadways, and in the open field areas.
- Bench marks (2), will be established during the field survey and described on the mapping.
- Mapping shall be prepared with a one foot contour interval at a scale of forty feet to the inch and on the New York State Plan Coordinate System and NAVD (88).

The fee includes the required provisions of the New York State Prevailing Wage Rates for survey field personnel.

Phase A Deliverables:

- Limited topographic survey base map.

Phase B: Schematic Design

Based on the information determined in the initial scoping meeting and our understanding of the Project, Weston & Sampson will prepare up to two (2) schematic design alternatives for the Project. Schematic design alternatives will utilize existing base mapping and the limited topographic mapping developed in Phase A. Each design alternative will identify site improvements and aesthetic treatments. Weston and Sampson will complete the Schematic Design and meet with the Client's designated representatives to review and discuss each of the

design alternatives. Based upon the preferred alternative that will be selected by the Client's designated representatives, Weston & Sampson will advance a single design alternative for further development under the scope of Phase C.

Phase B Deliverables:

- Up to two (2) Schematic Design Alternatives.
- Facilitate one (1) Schematic Design Review Meeting with Client's designated representatives.

Phase C: Design Development Documents

Based upon selection of the preferred schematic design alternative by the Client's designated representatives, Weston & Sampson will prepare one illustrative graphic of the proposed site improvements and one final site design plan package suitable for construction. These final documents will be submitted for review by the Client's designated representatives. After a reasonably prompt review period by the Client's designated representatives, we will address one (1) set of final review comments.

Final site design plans and details will consist of the following plan sheets:

- Cover Sheet and General Notes
- Site Layout/ Materials Plan
- Grading/ Drainage Plan
- Landscape Plan
- Construction Details that identify materials and methods for site improvements
- Technical Specifications

Phase C Deliverables:

- Illustrative Graphic of Preferred Alternative
- Draft Design Development Plan Package
- Facilitate one (1) Design Development Review Meeting
- Final Design Development Plan Package

Phase D: Bidding Phase Services

Based on the information determined in the initial scoping meeting and our understanding of the Project, Weston & Sampson will provide bidding and construction phase services.

This scope assumes our preparation of contract documents for one (1) prime contract in accordance with Wicks Law General Construction. Our work in preparing the contract documents includes bidding this contract in one book with a single bid form.

We will provide services during the Bid Phase Period that include furnishing up to 5 sets of bid documents (included in the expense budget), preparation of an opinion of probable cost estimate, assistance with front-end documents (contributing project details), attend a pre-bid walk through, prepare bid addenda, attend the bid opening, prepare a tabulation of bids, verification of references of the low bidders, and prepare award letters for the prime contract.

Phase D Deliverables:

- Opinion of Probable Cost Estimate
- Bid Addenda, Bid Tabulation, Reference Verification, and Award Letters

Work Not Included in scope of work:

- Project meetings or design documents beyond those identified above.
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP)
- Procurement permits required prior to construction
- Preparation of front-end specifications

- Underground utility location service. (existing mark-out will be located if performed prior to the conclusion of the survey proposed field work)
- Setting of property corners, points on the property or flagging of property.
- Geotechnical investigations and/ or analysis
- Construction Phase Services

Information to be provided by Client/ Others:

- Signature authorization of this proposal and future subsequent work orders that may be requested, prior to Weston & Sampson commencing the defined scope of work.
- Reasonable and timely responses so as to not adversely delay the design or construction phases of this Project.

Schedule

We are able to begin this work within 7 business days upon receipt of authorization of this proposal via Client's signature below. Deliverable dates will be communicated to the Client once the project design schedule has been determined.

Compensation

Upon notice to proceed, we are prepared to begin this work within one week. We propose to perform the above stated services for the lump sum fee breakdown indicated below including labor and expenses. Invoices will be submitted directly to the Client on a monthly basis.

Phase A	Limited Topographic Survey	\$ 3,950.00
Phase B	Schematic Design	\$ 10,500.00
Phase C	Design Development Documents	\$ 17,000.00
Phase D	Bidding Phase Services	\$ 5,000.00
Estimated Expenses:		\$ 800.00
		\$ 37,250.00

Weston & Sampson reserves the right to request additional fees should additional effort be requested by the client or review agencies, that otherwise are not listed above.

We appreciate the opportunity to present you with this proposal, and the attached standard terms and conditions. If this proposal is acceptable, please sign below, keep one copy for your records, and return a copy to this office. A PDF image of the Client's signature acceptance proposal is acceptable.

Very truly yours,

Weston & Sampson, PE, LS, LA, P.C.



Daniel Biggs, RLA
Associate/ Regional Manager

Enclosure: Standard Terms & Conditions

Accepted by:

Signature Date

Contract/Purchase Order Reference: _____

City of Beacon Workshop Agenda
12/10/2018

Title:

2019 Capital Plan

Subject:

Background:

ATTACHMENTS:

Description

2019 Capital Plan

Type

Backup Material

CITY OF BEACON CAPITAL PLAN 2019 - 2028										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
HIGHWAY:										
<u>PUBLIC BUILDINGS</u>										
Memorial Building Roof	50,000									
City Hall HVAC	20,000									
City Hall Generator	25,000									
Park Shed			300,000							
<u>PARK</u>										
Green Street Park Improvements	160,000									
USC Pool Restoration -Fiberglass	150,000									
Park fixtures and Improvements - Benches, Tables, Barbeques, etc.	15,000	15,000								
Riverfront Park Basketball Court Restoration/Fencing and Parking										
Lot/Walkway Expansion	-	315,000								
WeePlay play surface replacement	-	80,000								
Memorial (Hilltop) 20x30 Pavilion		30,000								
USC Theater Parking and Patios			25,000							
<u>HIGHWAY EQUIPMENT</u>										
980 Dump/Plow/Sander	63,000									
Replace 2000 Morbark Grinder	500,000									
Replace 2005 #053 1-ton dump truck w/plow	63,000									
Replace 2005 #052 1-ton dump truck w/plow	63,000									
Replace 1993 #932 truck with 6-wheel w/ plow	-	300,000								
Replace 1992 #992 Dump/Plow/Sander	-	300,000								
Replace 2000 Daewoo Excavator	-	118,000								
<u>ROAD RECONSTRUCTION</u>										
East Willow Street (Wilkes to Forest Ln) Survey, Engineering	62,500									
<u>SIDEWALKS</u>										
Wilkes Street sidewalk/running path along park		283,000								
<u>POLICE</u>										
Detective Vehicle w/ police upfit (Ford Taurus)	38,000									
In-Car Cameras w/ maintenence agreement	17,830									

CITY OF BEACON CAPITAL PLAN 2019 - 2028										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Mobile light Tower	12,000									
Locker room renovation		100,000								
<u>BUILDING DEPARTMENT</u>										
Building Department Vehicle	40,000									
<u>FIRE</u>										
Central Fire Station - Engineering and Architectural	600,000									
Central Fire Station - Construction		12,000,000								
Replace portable fire radios			24,000							
Replace 1993 Pumper				600,000						
Replace rubber fire boat/motor					15,000					
Replace 12 SCBA harness/bottles						120,000				
TOTAL ANNUAL PROJECT AMOUNTS	1,879,330	13,541,000	349,000	600,000	15,000	120,000	-	-	-	-
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028

<u>CITY OF BEACON WATER CAPITAL PLAN 2019-2028</u>										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>WATER MAIN IMPROVEMENTS</u>										
Fulton Ave., Fowler St., Vine St. area 1,600 ft. undersized	510,000									
Wilson St. (Liberty St. to dead end) 2,000 ft. undersized Construction	553,000									
East Willow Street, Engineering	12,000									
Back Up Well Pump House Road	-	250,000								
Cargill Line (well field to Route 9) Construction	-	1,030,000								
<u>WATER TREATMENT FACILITY IMPROVEMENTS</u>										
Filter Rate of Flow Control Panel	150,000									
The Pocket Dam Construction	325,000									
Re-face Mt. Beacon Dam - Engineerng and Surveying	250,000									
Re-face Mt. Beacon Dam - Construction		2,500,000								
Melzingah Dam Piping	-	400,000								
Filter Plant Roof Replacement	-	100,000								
Removal of Existing Underground 1000 gallons storage tank and installation of new natural gas generator	-		350,000							
<u>EQUIPMENT</u>										
Replace 2008 Dump Truck #088	45,000									
Replace 2002 Box Van #022	-	62,500								
TOTAL ANNUAL PROJECT AMOUNTS	1,845,000	4,342,500	350,000	-	-	-	-	-	-	-

CITY OF BEACON SEWER CAPITAL PLAN 2019-2028										
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
<u>WWTP UPGRADES</u>										
Chlorine Contact Basin and Dechlorination Engineering	50,000									
Replace aeration tank diffuser	660,000									
STP Headworks Construction	3,650,000									
Belt press mechanical improvements	50,000									
Centerfuge Study and Engineering	30,000									
WWTP Outfall Pipe Engineering and Surveying	50,000									
Chlorine Contact Basin and Dechlorination Construction		2,400,000								
Centerfuge Construction			800,000							
<u>SEWER LINE IMPROVEMENTS</u>										
South Interceptor - Cleaning & Televising - Kristy to South Avenue & End of Walkway to STP	250,000									
East Willow Street Survey, Engineering	10,500									
Wilkes St. (Fishkill to Matteawan) Reconstruction Slip Lining	265,000									
Teller Avenue (Catherine to Henry) Construction	299,152									
West Main Pump Station - Forcemain Replacement		1,800,000								
West Main Pump Station	-	2,100,000								
North Interceptor Replacement - Behind DIA to STP	-	1,400,000								
<u>EQUIPEMENT</u>										
Main Line Sanitary Sewer Inspection Equipment	75,000									
<u>I & I Improvements</u>	-	-	-							
TOTAL ANNUAL PROJECT AMOUNTS	5,389,652	7,700,000	800,000	-	-	-	-	-	-	-

City of Beacon Workshop Agenda
12/10/2018

Title:

Firehouse discussion

Subject:

Background:

**City of Beacon Workshop Agenda
12/10/2018**

Title:

Sustainability Coordinator/Recycling discussion

Subject:

Background:

ATTACHMENTS:

Description

Climate Smart Community Coordinator

Type

Backup Material

Activities of the Coordinator or Task Force

- **Gather information on energy use** in municipal operations to explore areas with energy-saving potential
- **Coordinate the greenhouse gas (GHG) inventory**
- **Assess existing land use plans** (e.g., comprehensive plan, open space plan) and land use tools to determine if energy and climate change are addressed
- **Gather information on planned projects** or large purchases within local government. For example, if the local government is planning to purchase equipment, build a new facility, or start a municipal planning or capital improvement project, there may be opportunities to integrate energy conservation or waste reduction practices into the project or purchase
- **Research existing programs or policies** that support GHG reductions and may be expanded or may help task force members identify members of local government staff who are knowledgeable about GHG reduction strategies
- **Gather information on available funding sources**, technical assistance and other resources to assist with GHG-reduction projects.
- **Research similar initiatives in other localities.** Other local governments in New York have implemented similar projects; the Climate Smart Communities program offers a network of communities active in this area that share best practices and develop partnerships with neighboring communities
- **Draft resolutions and ordinances** to implement GHG reductions and adaptation measures
- **Educate residents and businesses** on climate change and local climate programs. and seek input for projects that will align with their interests and goals. Encourage citizen action by providing information on best practices and funding available for their own projects. The local government website is an excellent place to display information on the topic

City of Beacon Workshop Agenda
12/10/2018

Title:

Tioronda Bridge

Subject:

Background:

ATTACHMENTS:

Description	Type
South Avenue Bridge Pictures	Backup Material
South Avenue Bridge Presentation	Presentation
Historic preservation code	Backup Material



South Avenue Bridge Pictures

EXISTING SOUTH AVENUE BRIDGE



EXISTING SOUTH AVENUE BRIDGE



EXISTING SOUTH AVENUE BRIDGE



DENNING'S POINT BRIDGE



DENNING'S POINT BRIDGE



Proposed South Avenue Bridge

Presented to:

Beacon City Council

February 26, 2018

This document was prepared for the New York State Department with funds provided under Title 11 of the Environmental Protection fund.



Original Bridge 1/07



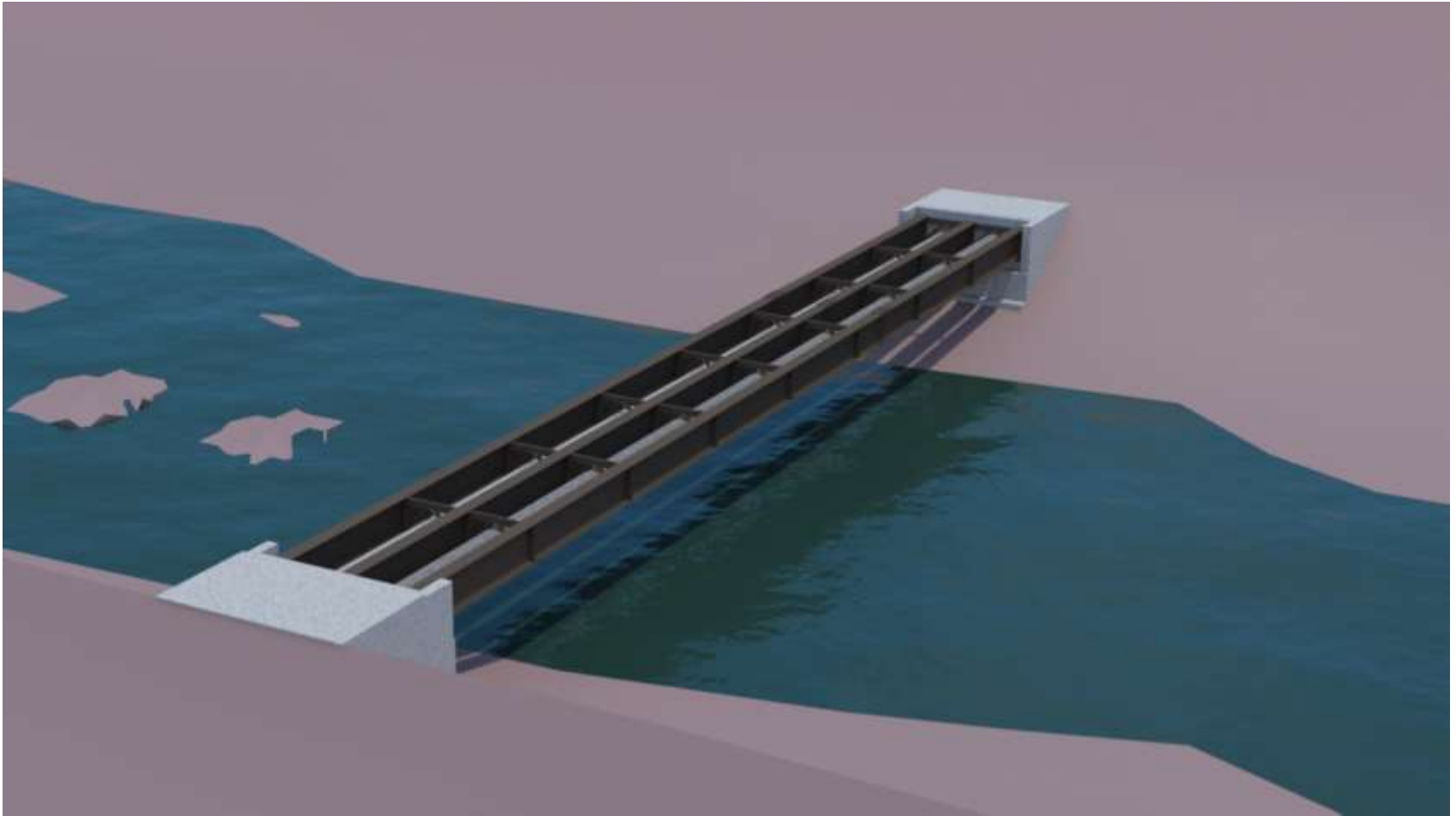
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Present Configuration



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Present Configuration



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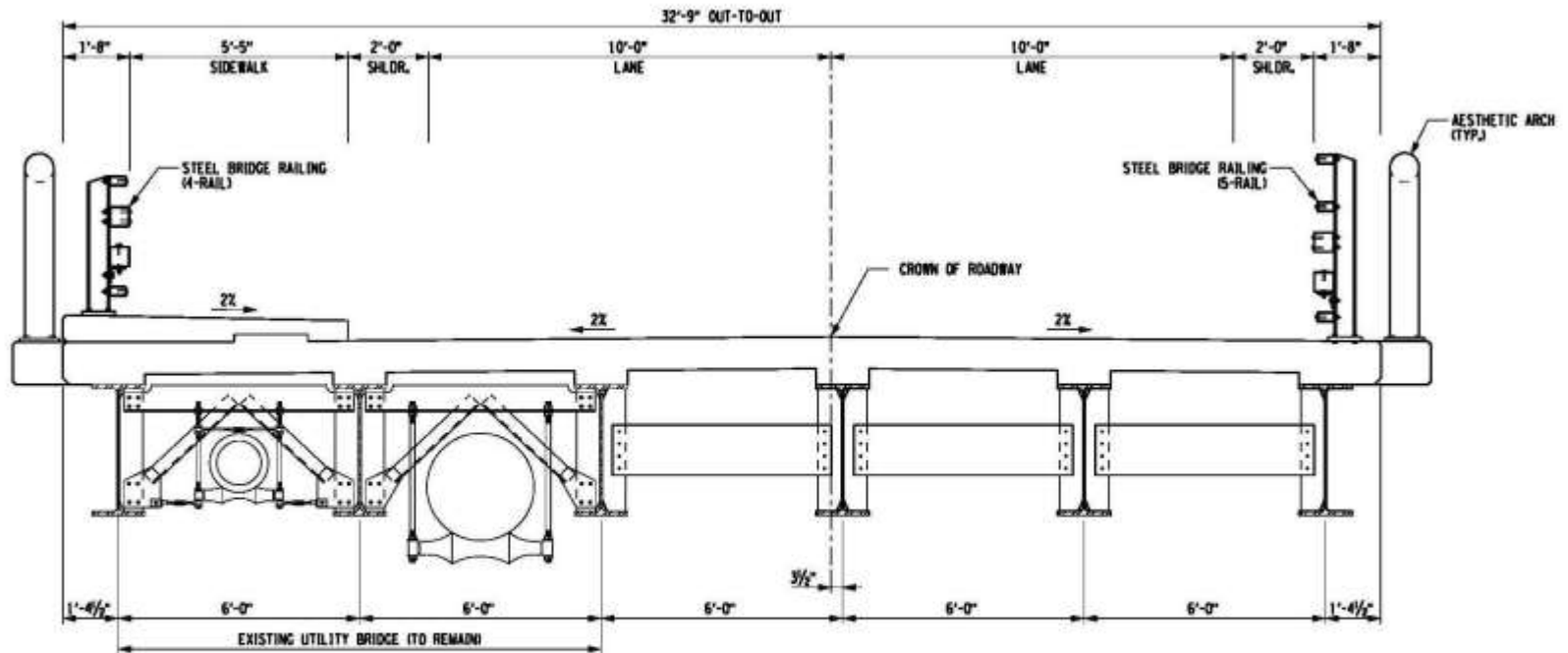
South Avenue Bridge

- Original Concept Design Parameters
 - Two Lane Bridge
 - Pedestrian Sidewalk
 - Bicycles to Share Roadway
 - South Avenue is a Designated Scenic Road
 - 10' lanes
 - 2' shoulders
 - Urban Street Design Speed (20-30 mph)

This document was prepared for the New York State Department with funds provided under Title 11 of the Environmental Protection fund.



Original Proposal (Section)



TYPICAL SECTION
LOOKING AHEAD STATION
SCALE $\frac{1}{4}" = 1'-0"$

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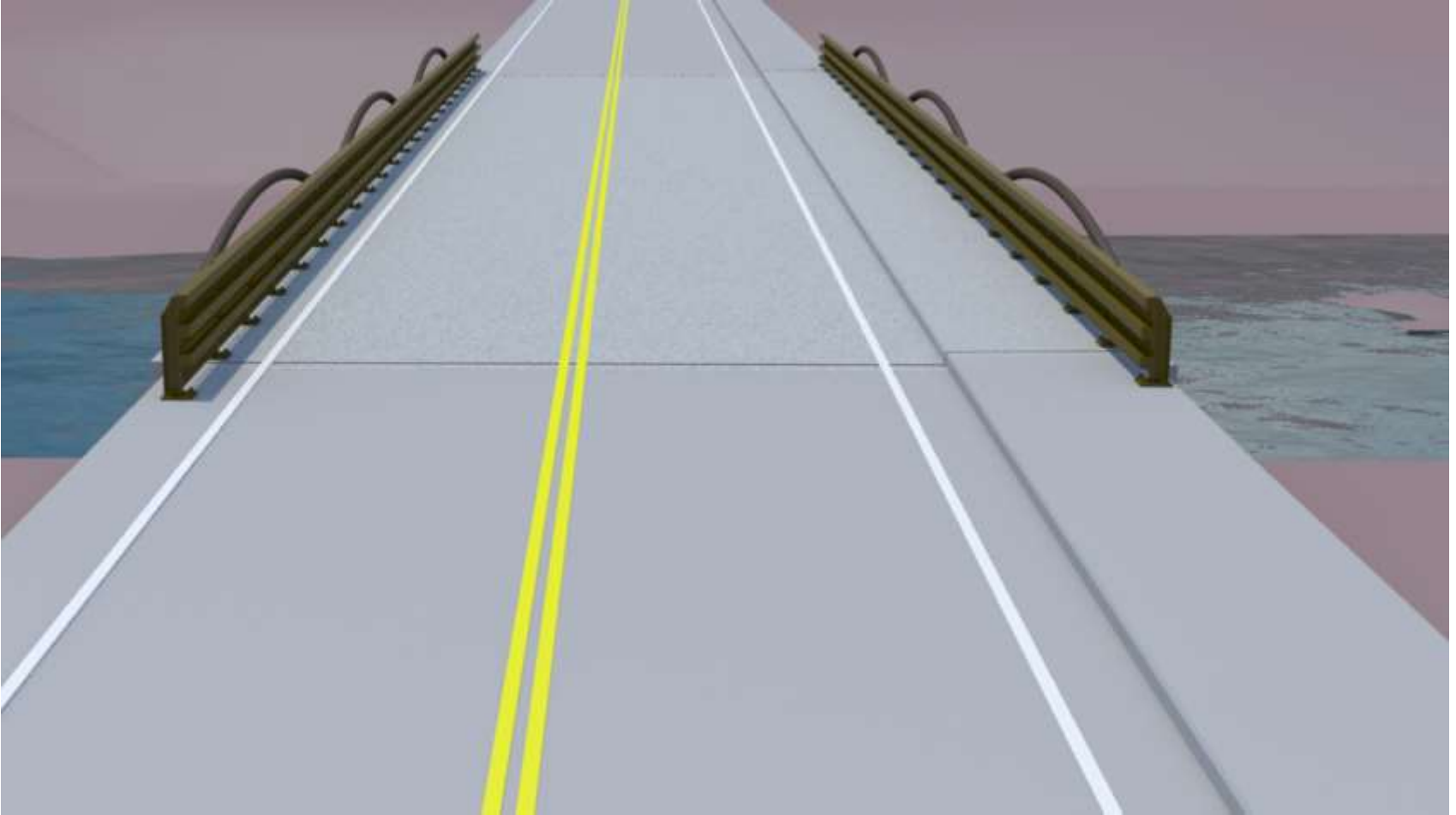
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Original Proposal (Visualization)



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Original Proposal (Visualization)




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Alternative

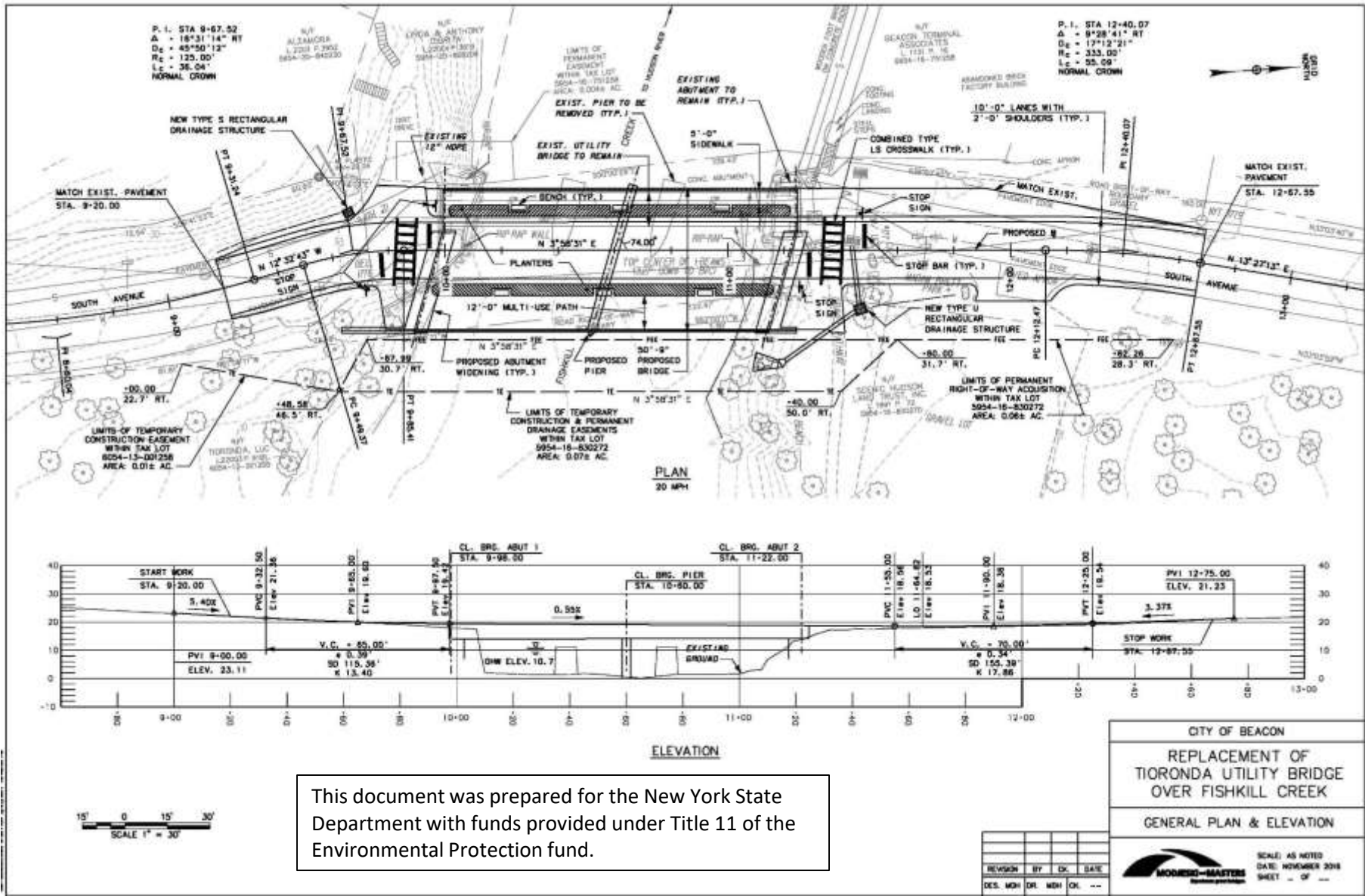


This document was prepared for the New York State Department with funds provided under Title 11 of the Environmental Protection fund.

[illegible]

CITY OF BEACON	
REPLACEMENT OF SOUTH AVENUE BRIDGE OVER FISHKILL CREEK	
TYPICAL SECTION - ALT. 5	
 MODJESKI & MASTERS <i>INCORPORATED</i> <i>Engineers and Architects</i>	SCALE: AS NOTED DATE: APRIL 2017 SHEET: 1 OF 1

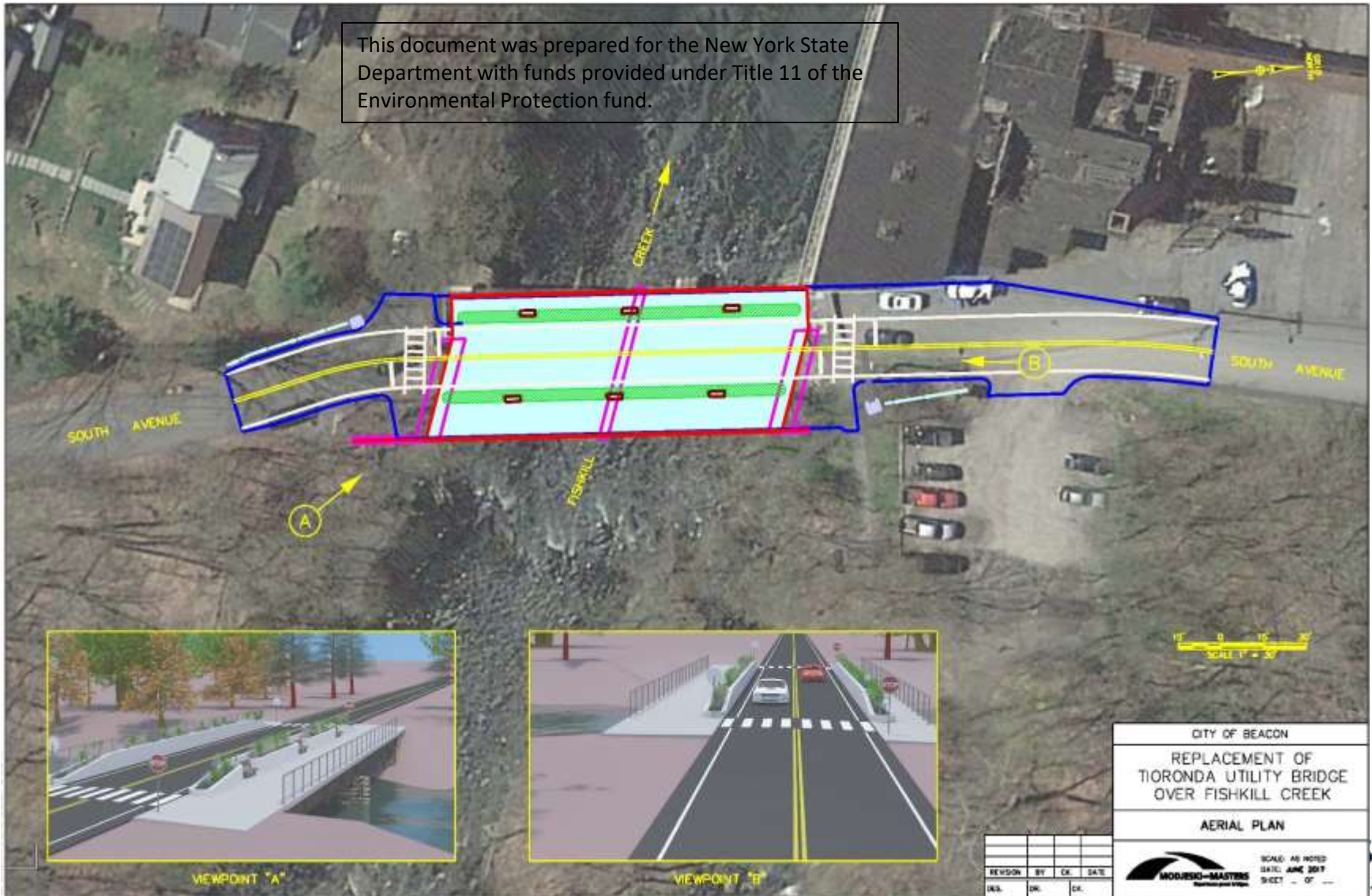
Second Iteration (Plan View)



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Second Iteration (Plan View)

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Second Iteration (Visualization)



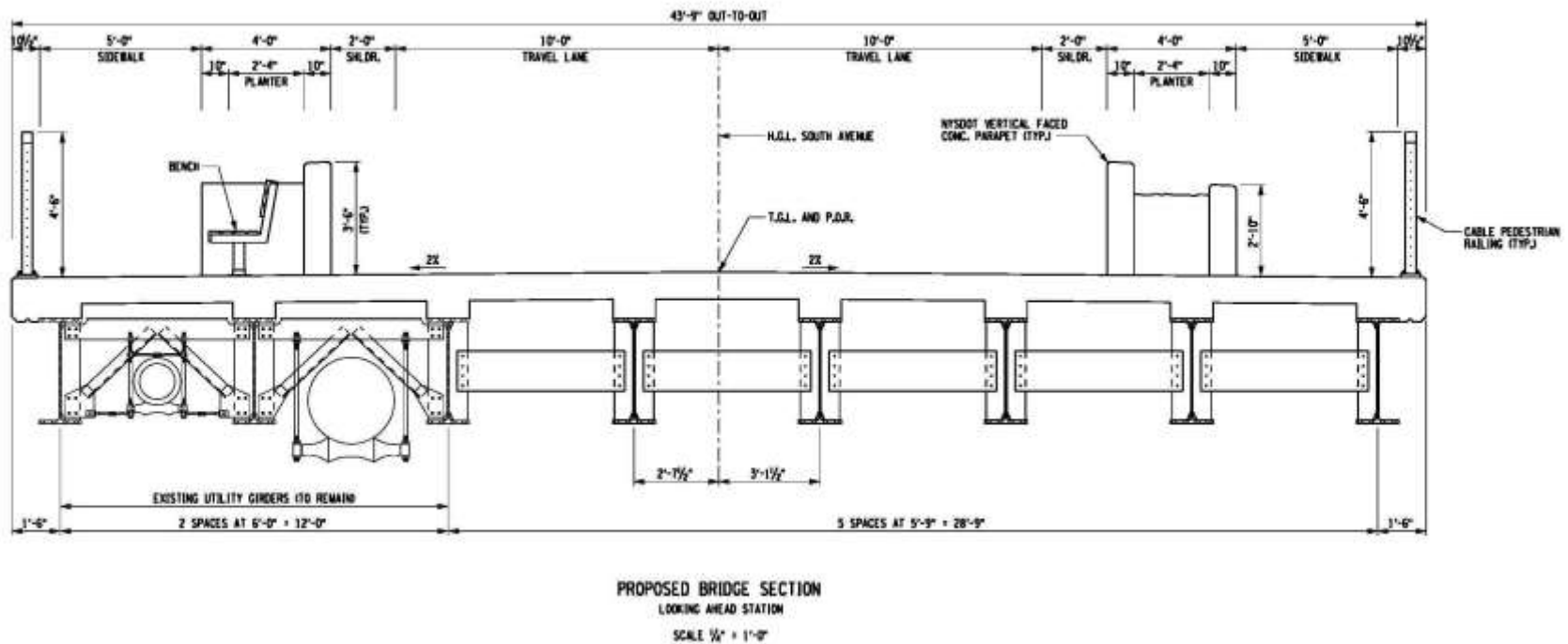
This document was prepared for the New York State Department with funds provided under Title 11 of the Environmental Protection fund.

Second Iteration (Visualization)



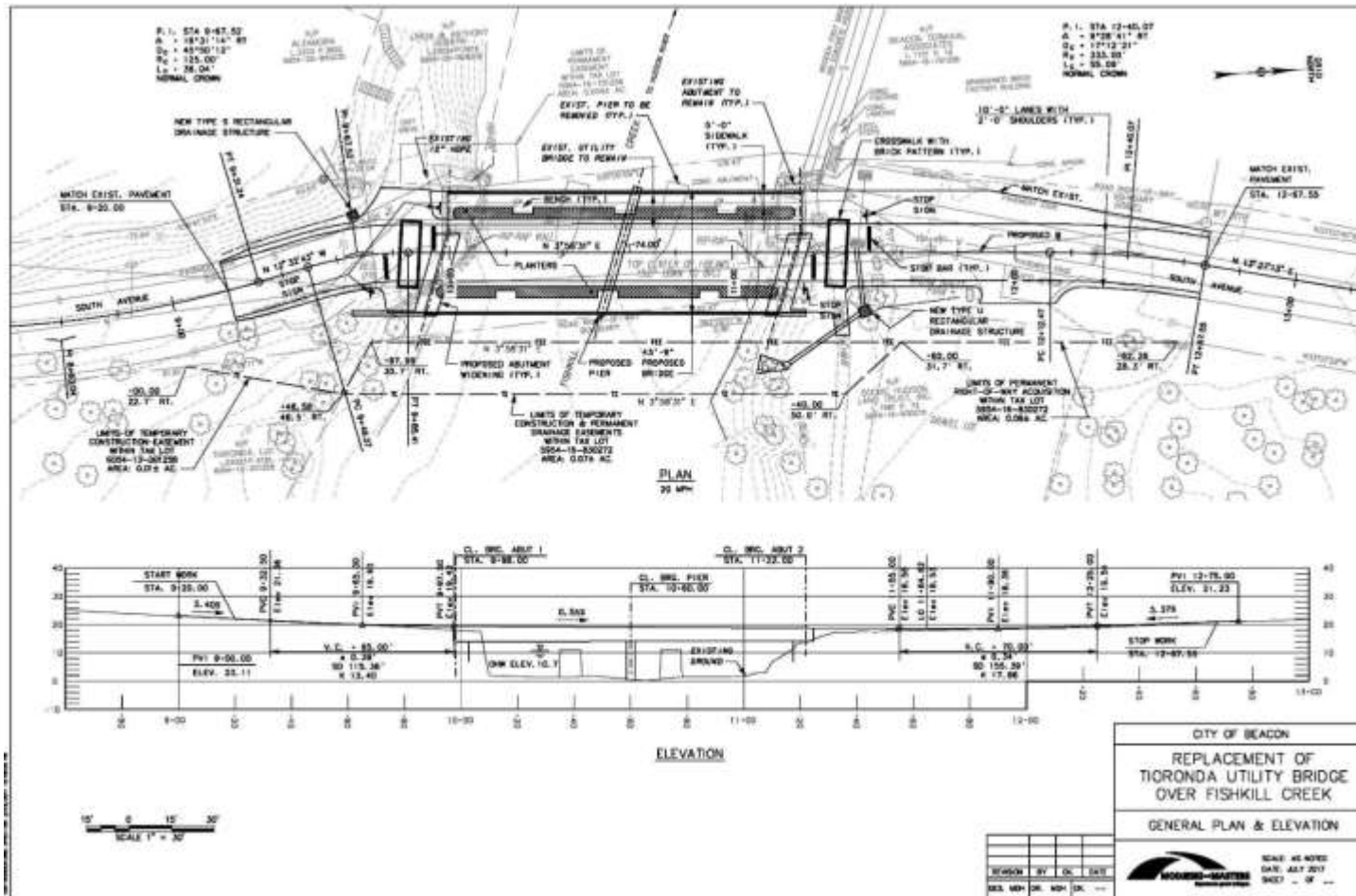
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7-31-17 Iteration (Section)

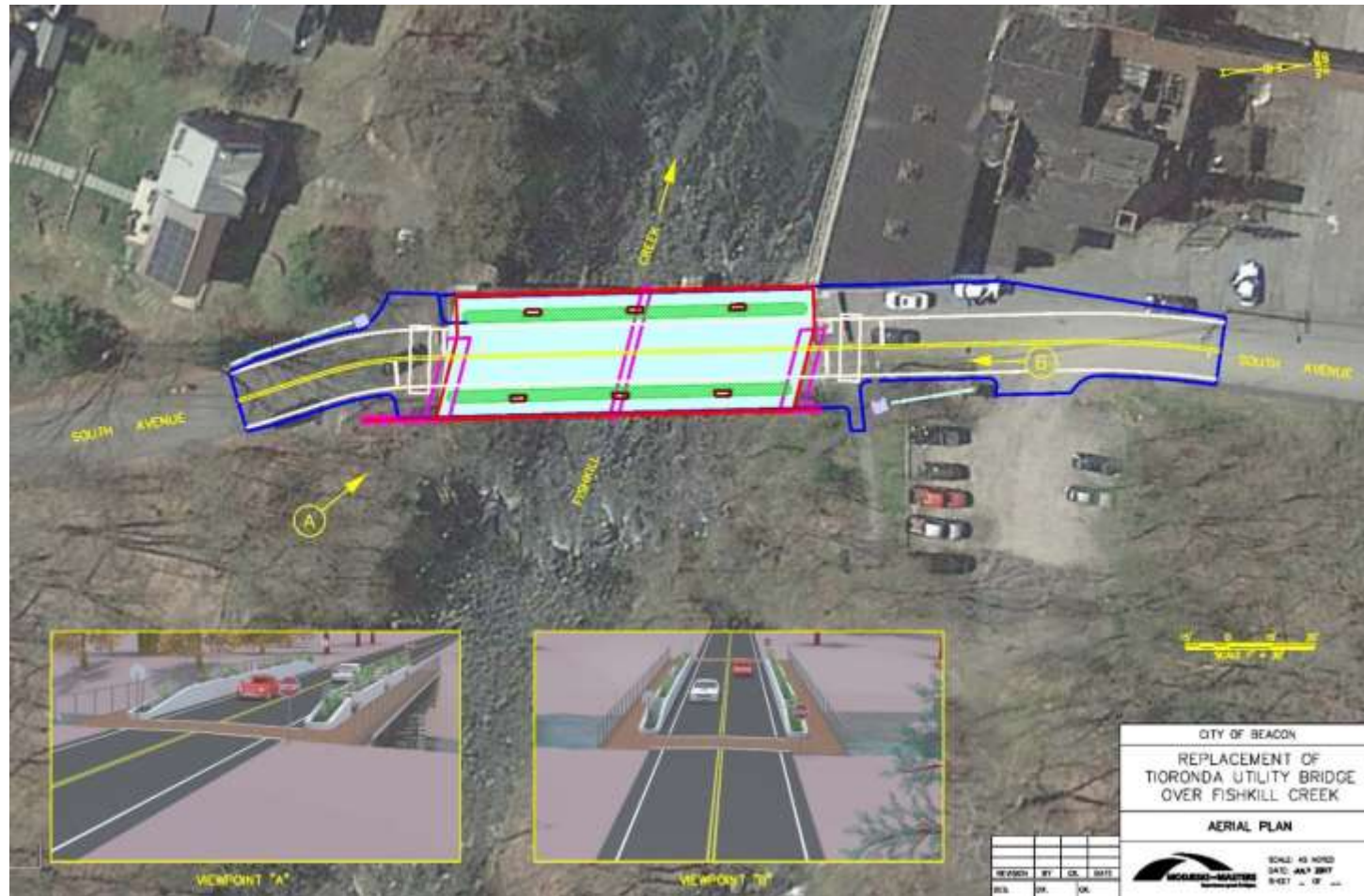


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7-31-17 Iteration (Plan View)



7-31-17 Iteration (Aerial)



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7-31-17 Iteration (Visualization)



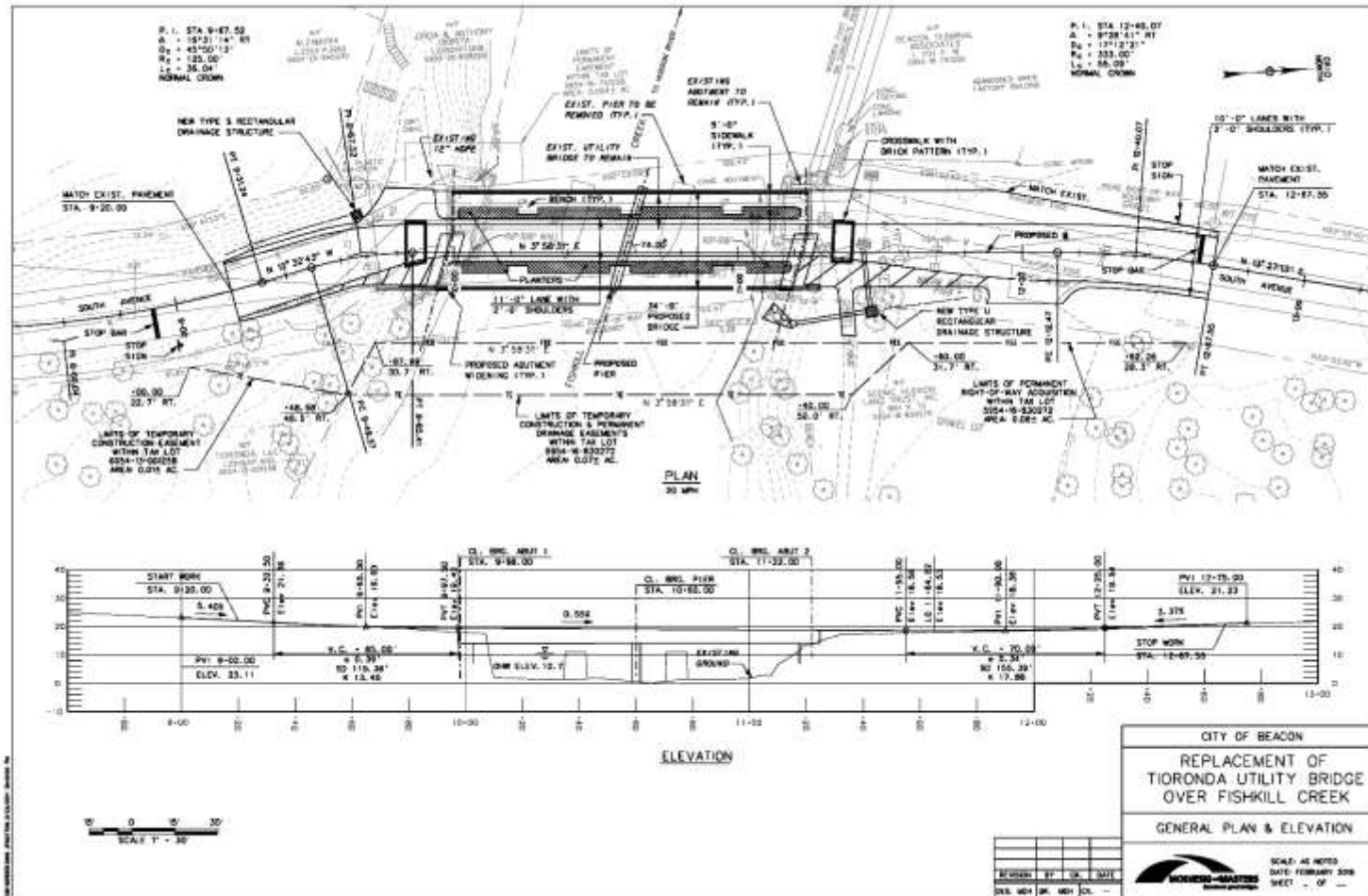
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7-31-17 Iteration (Visualization)

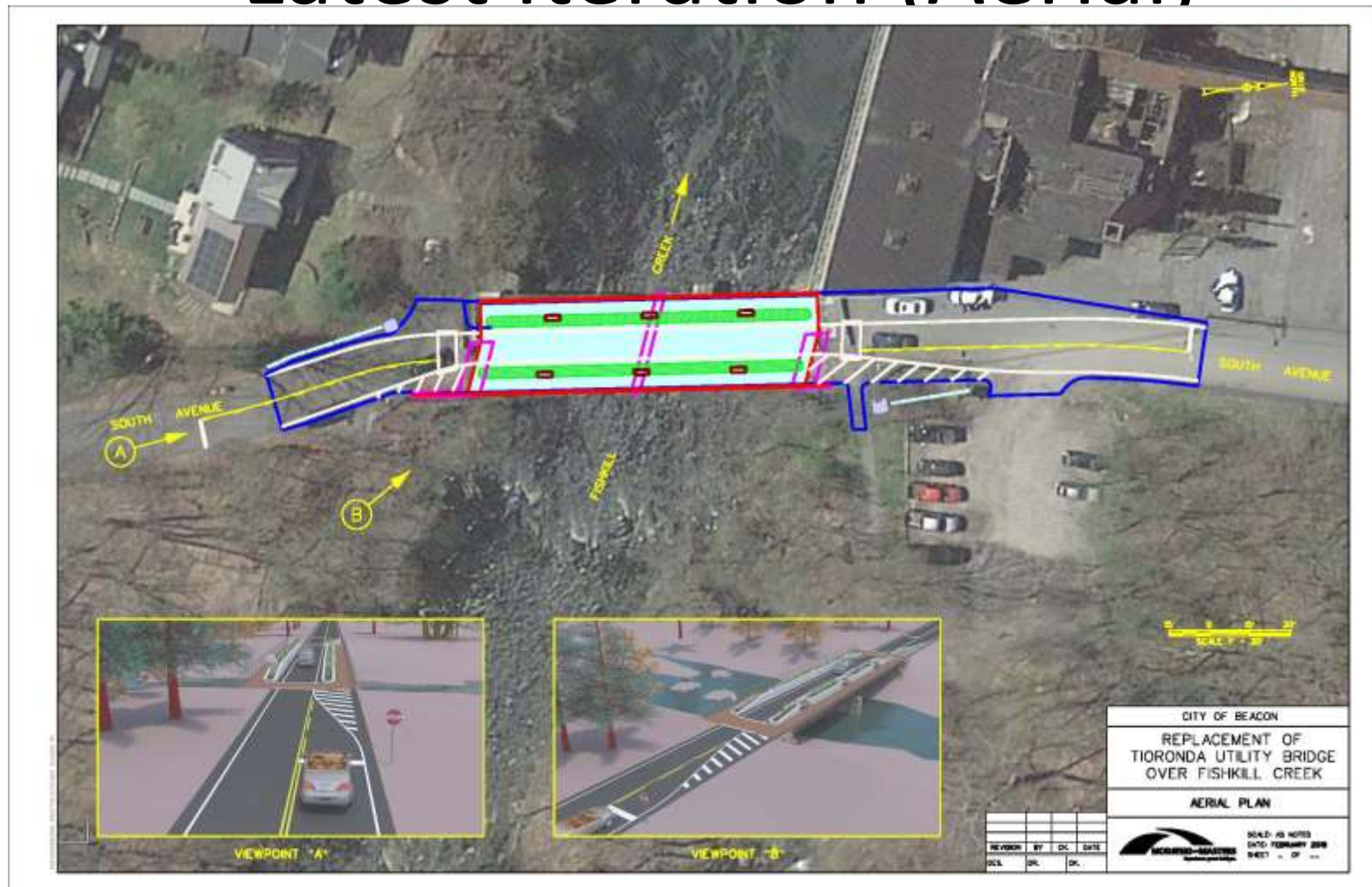


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Latest Iteration (Plan View)

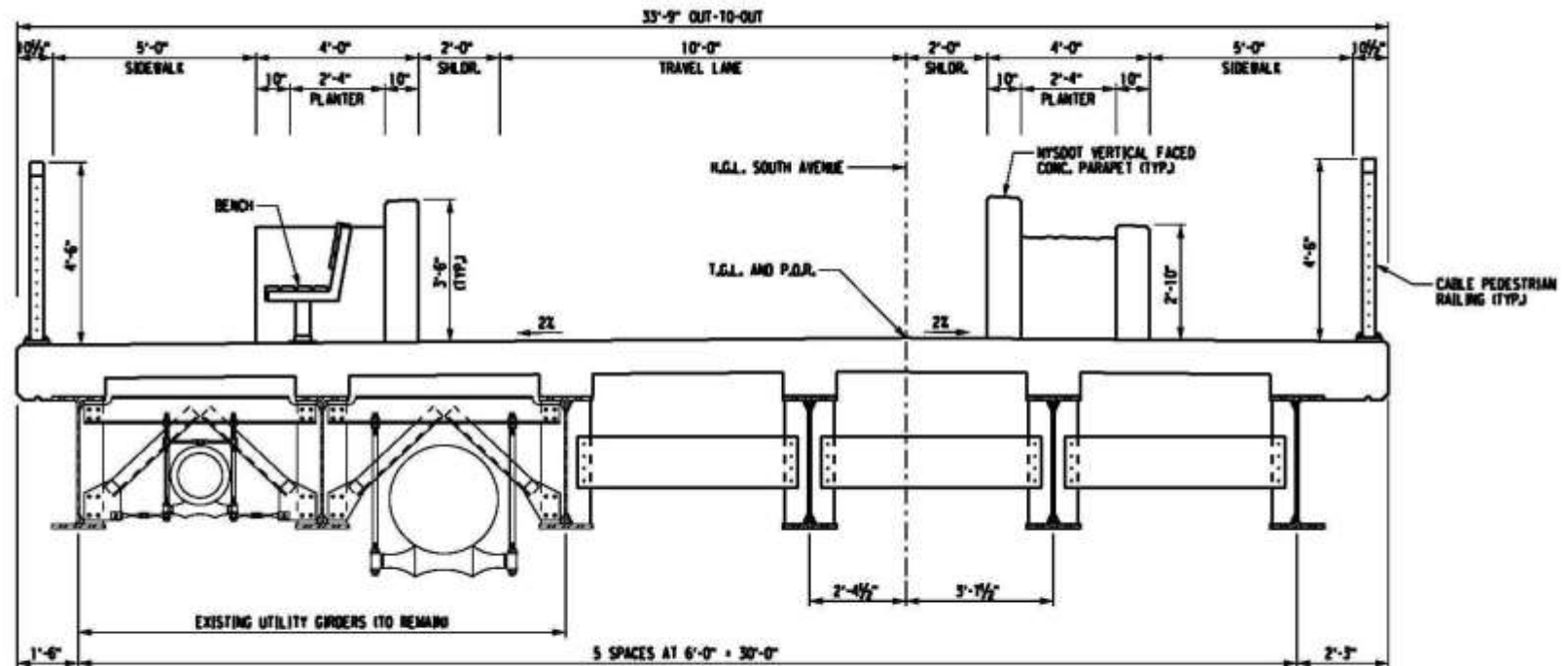


Latest Iteration (Aerial)



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Latest Iteration (Visualization)



PROPOSED BRIDGE SECTION
LOOKING AHEAD STATION
SCALE 1/4" = 1'-0"

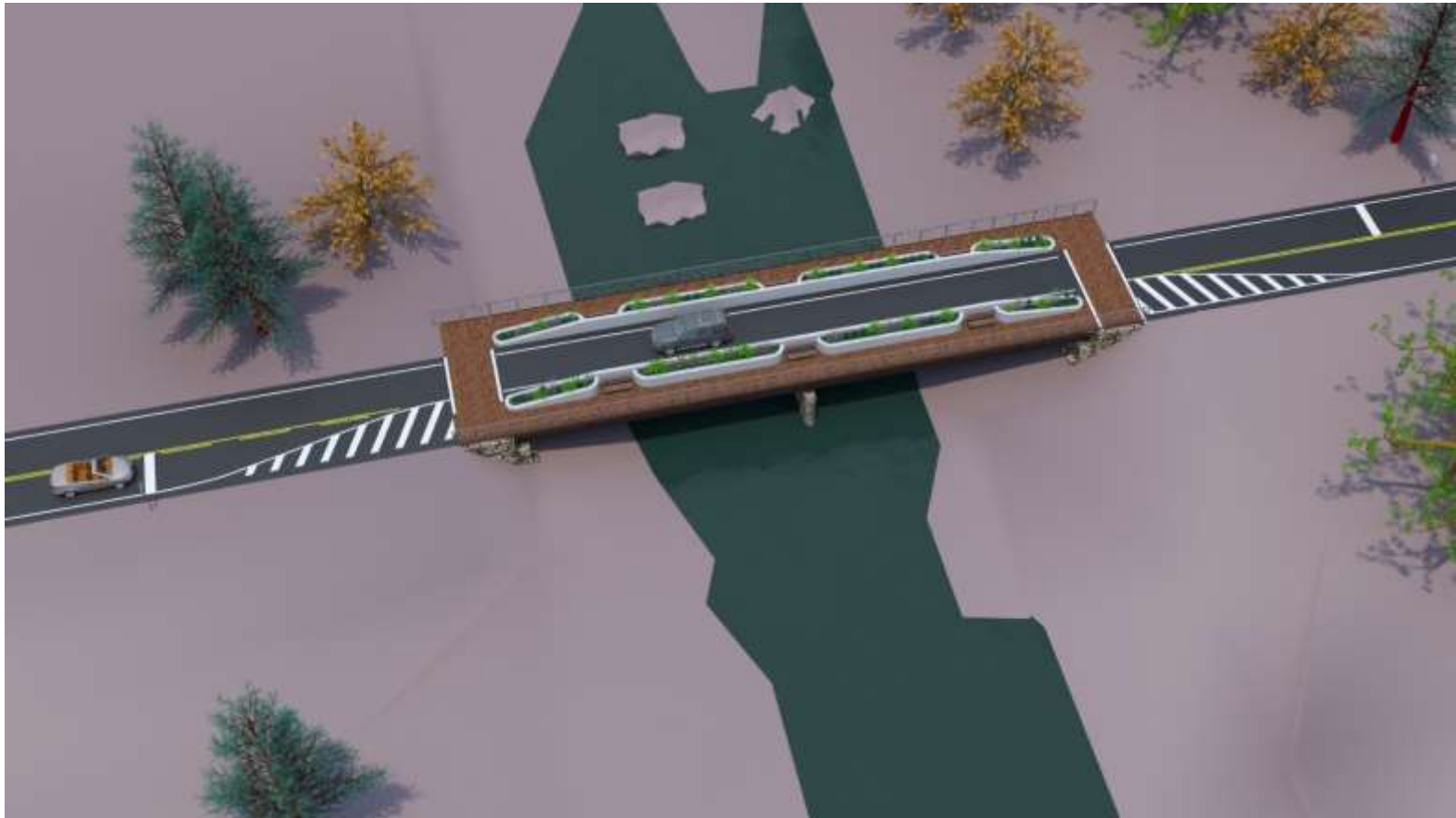
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Latest Iteration (Visualization)



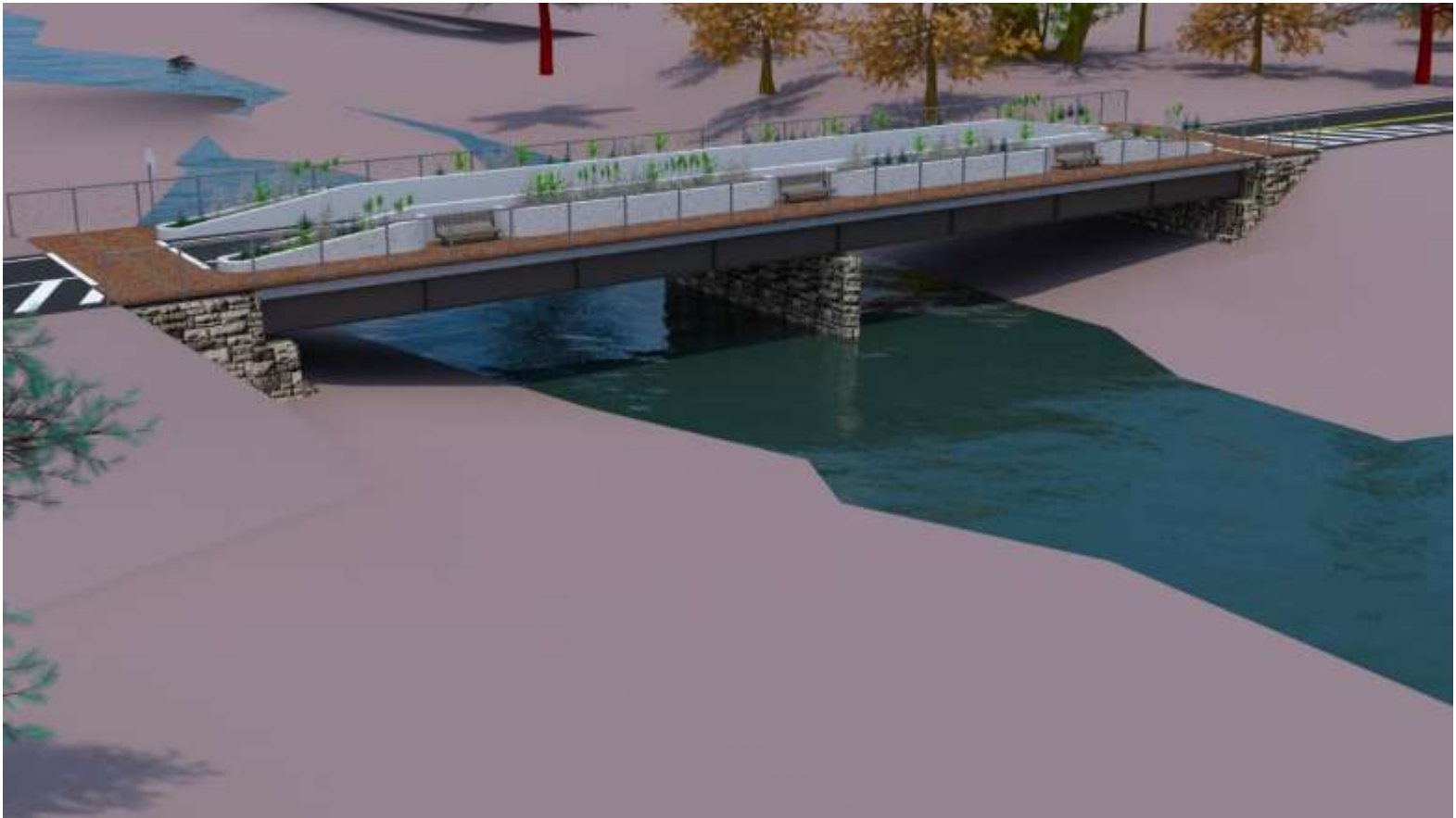
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Latest Iteration (Visualization)



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Latest Iteration (Visualization)



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Latest Iteration (Visualization)



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Thank You!

Questions?



Chapter 134

HISTORIC PRESERVATION

GENERAL REFERENCES

Zoning — See Ch. 223.

§ 134-1. Purpose.

There exist within the City of Beacon landmarks, structures, buildings and districts of special historic significance which, by reason of their antiquity or uniqueness of architectural construction or design, are of particular significance to the heritage of the City, county, state or nation.

§ 134-2. Historic District.

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

§ 134-3. Definitions.

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

ALTERATION — Any act or process that changes one or more of the exterior architectural features of a structure, including but not limited to the erection, construction, restoration, renovation, reconstruction, demolition, moving or removal of any structure.

CERTIFICATE OF APPROPRIATENESS — A certificate issued by the Planning Board indicating its approval of plans for alteration, construction, removal or demolition of a landmark or of a structure within an historic district.

CERTIFICATE OF ECONOMIC HARDSHIP — A certificate issued by the Zoning Board of Appeals authorizing an alteration, construction, removal or demolition even though a certificate of appropriateness has previously been denied.

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

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

EXTERIOR ARCHITECTURAL FEATURES — The design and general arrangement of the exterior of a structure open to view from a public way, public property or any part of any public building, including the kind and texture of building materials and number, proportion, type and spacing of windows, doors, walls, roofs, murals, projections and signs. This term shall also include all earthworks, sidewalks, driveways, fences, trees, landscaping and other features visible from a public way, public property or any part of any public building.

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

LANDMARK — A property or structure designated as a "landmark" by action of the City Council in enacting this chapter that is worthy of rehabilitation, restoration and preservation because of its historic and/or architectural significance to the City of Beacon.

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

REPAIR — Any change that is not construction, removal or alteration.

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

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

- A. The City Council may act upon its own initiative or upon petition from the owner of a proposed landmark, site, structure or property, the Planning Board, or historic preservation committee, to consider designation of an historic district or historic landmark, site, structure or property. All designated historic districts and landmarks shall be included in the HDLO.
- B. The City Council shall, upon investigation as it deems necessary, make a determination as to whether a proposed district or landmark meets one or more of the following criteria:
 - (1) Possesses special character or historic or aesthetic interest or value as part of the cultural, political, economic or social history of the City, county, state or nation;
 - (2) Is identified with historic personages or with important events in national, state or local history;

- (3) Embodies distinguishing characteristics of an architectural-type specimen, inherently valuable for a study of a period, style, method of construction or of indigenous materials or craftsmanship;
 - (4) Is the work of a designer whose work has significantly influenced an age; or
 - (5) Qualifies for inclusion on the State or National Registers of Historic Places.
- C. Notice of a proposed designation shall be sent by certified mail or personal delivery to the owner of the property proposed for designation, describing the property proposed and announcing a public hearing by the City Council to consider the designation. Once the City Council has issued notice of a proposed designation, no building permits shall be issued by the Building Inspector until the Council has made its decision.
- D. Notice of the public hearing shall be given by publication in a newspaper of general circulation in the City of Beacon at least 14 calendar days prior to the date of such hearing.
- E. The City Council shall hold a public hearing prior to designation of any landmark or historic district. The City Council, owners and any interested parties may present testimony or documentary evidence at the hearing which will become part of a record regarding the historic, architectural or cultural importance of the proposed landmark or historic district. The record may also contain reports, public comments or other evidence offered outside of the hearing.
- F. In determining whether or not to designate a new historic landmark, the City Council shall consider the factors listed in § 134-4B and any testimony or evidence presented during the public hearing.
- G. The City Council shall make a decision within 60 days of the conclusion of the hearing. If the City Council fails to act within 60 days, or fails to extend the period in which to act, the designation shall be deemed to have been denied. A super majority vote of five Council members is necessary to designate a new historic landmark if the property owner objects to such designation.
- H. The City Council shall forward notice of each property designated as a landmark and the boundaries of each designated historic district to the property owner, the City Clerk, the Planning Board, the Zoning Board, and the offices of the Dutchess County Clerk for recordation.
- I. A list of designated properties shall be maintained on file with the City Clerk and shown on the City of Beacon Zoning Map.

§ 134-5. Uses permitted by special permit.

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

§ 134-6. Certificate of appropriateness.

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

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

- A. Historic districts are living entities that have typically grown and accommodated change through multiple time periods. HDLO buildings are recognized as models for how to design high-quality, enduring structures that have gained in public appreciation over time, thereby serving as excellent examples for sustainable development. In reviewing an HDLO application and plans, the City Council or Planning Board shall give consideration to:
- (1) The historic or architectural value or significance of the structure and its relation to the historic character of the surrounding area.
 - (2) The relationship of the exterior architectural features of such structure to the rest of the structure and to the surrounding area.
 - (3) The compatibility of exterior design in terms of scale, arrangement, texture and materials proposed, roof and cornice forms, spacing and proportion of windows and doors, exterior architectural details, signs, and street-front fixtures.
- B. In applying the principle of compatibility, the City Council or Planning Board shall use the following standards for new structures, additions, or alterations in the HDLO. Standards using the verb "shall" are required; "should" is used when the standard is to be applied unless the Planning Board or City Council finds a strong justification for an alternative solution in an unusual and specific circumstance; and "may"

means that the standard is an optional guideline that is encouraged but not required.

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

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

landscaping elements and shall be located to the rear of the site. Window or projecting air conditioners shall not be permitted on the front facade of new buildings or additions.

§ 134-8. Certificate of appropriateness application procedure.

- A. Prior to the commencement of any work requiring a certificate of appropriateness, the owner shall file an application for such a certificate with the Planning Board. The application shall include:
- (1) The name, address and telephone number of the applicant.
 - (2) Scaled drawings showing the proposed changes.
 - (3) Descriptions or samples of materials to be used.
 - (4) (Where the proposal includes signs or lettering,) a scaled drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination, if any, and a plan showing the sign's location on the property.
 - (5) Any other information which the Planning Board may deem necessary in order to visualize the proposed work.
- B. No building permit shall be issued for such proposed work until a certificate of appropriateness has first been issued by the Planning Board. The certificate of appropriateness required by this act shall be in addition to and not in lieu of any building permit that may be required by any other ordinance of the City of Beacon.
- C. The applicant may consult with the Planning Board or its designated agent prior to submitting an application.
- D. Where site plan review or subdivision approval is also required for the application, the certificate of appropriateness procedure shall be conducted simultaneously with such review by the Planning Board.
- E. The Planning Board shall approve, deny or approve the permit with modifications within 45 days from receipt of the completed application. The Planning Board may hold a public hearing on the application at which an opportunity will be provided for proponents and opponents of the application to present their views. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.3.
- F. All decisions of the Planning Board shall be in writing. A copy shall be sent to the applicant by registered mail and a copy filed with the City Clerk's Office for public inspection. The Planning Board's decision shall state the reasons for denying or modifying any application.

§ 134-9. Hardship criteria and application procedure.

- A. An applicant whose certificate of appropriateness has been denied may apply to the Zoning Board of Appeals for a certificate of economic hardship to obtain relief from the requirements of this chapter. Upon receipt of an application for relief, the Zoning Board shall, within 45 calendar days thereafter, hold a public hearing. Notice of the public hearing shall be provided by the applicant in the same manner as required in § 223-61.3.
- B. At the public hearing, the Zoning Board may hear testimony and entertain the submission of written evidence from the applicant and/or the public.
- C. To obtain a certificate of economic hardship, the applicant must prove the existence of economic hardship by establishing that:
 - (1) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible; and
 - (2) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
 - (3) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- D. The Zoning Board shall take into consideration the economic feasibility of alternatives to removal, alteration or demolition of a landmark or portion thereof, and balance the interest of the public in preserving the historic landmark or building, or portion thereof, and the interest of the owner in removing, altering or demolishing the landmark or portion thereof.
- E. The Zoning Board shall make a decision within 30 days of the conclusion of the hearing on the application. The Board's decision shall be in writing and shall state the reasons for granting or denying the hardship application.
- F. All decisions of the Zoning Board of Appeals shall be in writing. A copy shall be sent to the applicant, and a copy shall be filed with the City Clerk. The Board's decision shall state the reasons for approving or denying the application. If the Zoning Board of Appeals approves the application, the Board shall issue a certificate of economic hardship.

§ 134-10. Enforcement.

All work performed pursuant to a certificate of appropriateness issued under this chapter shall conform to any requirements included therein. It shall be the duty of the Building Inspector to inspect periodically any such work to assure compliance. In the event that work is found that is not performed in accordance with the certificate of appropriateness, or upon notification of such fact by the Planning Board, the Building Inspector shall

issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

§ 134-11. Penalties for offenses.

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

§ 134-12. Fees.

- A. Each application for a certificate of appropriateness shall be accompanied by a fee, in an amount set by the City Council, payable to the City Clerk.
- B. The applicant may be charged a fee by the Planning Board for the actual cost of preparation and publication of each public notice of hearing on the application. Said fees shall also be fixed from time to time by resolution of the City Council.

§ 134-13. Assessment abatement.

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

City of Beacon Workshop Agenda
12/10/2018

Title:

Banner policy

Subject:

Background:

ATTACHMENTS:

Description

Banner Policy

Type

Backup Material



CITY OF BEACON

1 Municipal Plaza, Beacon, New York 12508 • (845) 838-5000 • Fax (845) 838-5012 •
cityofbeacon@cityofbeacon.org

POLICY FOR BANNERS ACROSS MAIN STREET

PURPOSE: THE GUIDELINES BELOW ARE INTENDED TO ENSURE THAT BANNERS PLACED ACROSS MAIN STREET FOSTER AN ATTRACTIVE, WELCOMING ENVIRONMENT FOR THE CITY'S RESIDENTS AND VISITORS. THE CITY'S GOAL IS TO CREATE A LIMITED PUBLIC FORUM FOR ANNOUNCEMENTS OF COMMUNITY EVENTS AND PROGRAMS AS DEFINED BY THE CITY, ORGANIZED BY NOT-FOR-PROFIT ORGANIZATIONS OCCURRING WITHIN THE CITY OF BEACON. BANNERS THAT HAVE A PRIMARY PURPOSE OF ENDORSING OR PROMOTING COMMERCIAL INTERESTS AND BANNERS THAT CONVEY POLITICAL, CAMPAIGN OR RELIGIOUS MESSAGES ARE NOT PERMITTED.

ANNOUNCEMENTS OF COMMUNITY EVENTS AND PROGRAMS ARE FOR THE PURPOSE OF DESCRIBING AND NOTIFYING CITIZENS OF LOCAL COMMUNITY SERVICES; ANNOUNCING CULTURAL, EDUCATIONAL, AND CIVIC EVENTS, INCLUDING CITY SPONSORED AND CO-SPONSORED EVENTS; OR FOR PROVIDING INFORMATION CONCERNING AVAILABLE SERVICES OR PROGRAMS SPONSORED BY THE CITY.

GUIDELINES

1. The advertised event must be open to all members of the public on substantially the same basis as members of the sponsoring organization, must not discriminate on any legally impermissible basis, and must be suitable for persons of all ages.
2. Reservation applications must be made in writing on the City's Banner Permit Application Form and must be approved by the City Administrator. The exact wording of the banner must be indicated in writing on the permit application. Eligible applications will be approved on a first-come, first-served basis, except that first priority shall be given to events sponsored by the City. It is highly recommended that an applicant apply at least four (4) weeks in advance. The City will not accept reservations more than six (6) months in advance of the event.
3. Every application must be accompanied by a check made payable to "City of Beacon" in the amount of \$200.00 to cover the cost of installation and removal of banners. If an application is denied, or if the City is unable to hang the banner due to construction conflicts or inclement weather, the application fee will be fully refunded. No refunds will be given once banners are hung.
4. All banners must be professionally printed on both sides, and made of durable, weather-resistant material such as double canvas, vinyl, or high-quality nylon or acrylic fabric. Banners that are excessively worn, faded, torn or otherwise damaged will not be accepted for display.
5. Banners must be delivered to the Highway Garage located at 30 Camp Beacon Road the week prior to installation. Banners may be dropped off 7:00 A.M. to 3:00 P.M., Monday-Friday excluding holidays. Banners are hung on Mondays, in the event of a holiday they are hung the following business day.
6. Each organization is permitted to have banners displayed for two (2) consecutive weeks per event, per year. Applicants can request two 2-week periods, for a maximum of 4 consecutive weeks. The City reserves the right to revoke the second set of weeks in the event another organization requests the second set of weeks and in such case, the fee will be refunded. Banners must be picked up within two (2) weeks of the removal date. Any banner not picked up in a timely manner will be disposed of on the date identified on the permit.

City of Beacon Workshop Agenda
12/10/2018

Title:

Small cell - 110 Howland Ave

Subject:

Background:

ATTACHMENTS:

Description	Type
K&B Memo 110 Howland	Cover Memo/Letter
Wireless telecom_code	Backup Material
110 Howland Ave_Verizon application packet	Backup Material

MEMORANDUM

TO: City Council of the City of Beacon

FROM: Keane & Beane, P.C.

RE: 110 Howland Avenue – Small Cell Wireless Facility
Special Use Permit Application

DATE: December 7, 2018

The City received an application for a special use permit from Verizon Wireless for the installation and operation of a small cell facility. The projects involves the installation of a new 52 foot tall wooden utility pole, two antennae and related equipment on privately-owned property located at 110 Howland Avenue in the R1-40 Zoning District, known and designated on the Tax Map of the City of Beacon as Parcel ID **#6054-14-347464** (the “Property”). Under the City’s Small Cell Wireless Facilities Local Law, adopted August 7, 2018, as Local Law 13-2018 (the “Small Cell Local Law”), special use permit approval by the City Council is required under Section 223-24.5 for the installation of a utility pole for a small cell facility over 50 feet tall.

This memorandum reviews the applicable special use permit requirements set forth in Section 223-24.5 for wireless telecommunication facilities and discusses how the addresses, or fails to address, the applicable provision. Section 223-24.5 of the City Zoning Code is attached.

Annual Fees

As this is a new pole on private property, there is no annual fee payment to the City.

Location and Access

Section 223-24.5.D sets forth locational priorities for wireless telecommunication facilities to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City. The City Council must review and evaluate the technological, structural, safety and financial considerations associated with alternative locations. The Applicant has provided information as to how and why the Property was selected as the proposed location for the small cell facility .

Wherever possible, new wireless telecommunication facilities shall be in the form of antennas attached to an existing building or structure and/or shall be in the form of stealth structures. The Applicant states that the proposed new wooden utility pole to mount the required antennas is a stealth proposal. The antennas are flush mounted to the

pole limiting the size of the antenna array. Verizon notes the pole can also be utilized as a parking lot light structure.

Setbacks

Wireless telecommunication facilities, except those structurally mounted to an existing building or structure, shall be located not less than two times the otherwise applicable setback requirements for principal structures for the district in which the property is located, or not less than the height of the facility plus the otherwise applicable setback requirements for principal structures for the zoning district in which the property is located, whichever shall be greater. City of Beacon Zoning Code § 223-24.5.E.

We are currently working with the Building Department to determine if any variances are required.

Height Limitations

The height of the utility pole is 52 feet. The City Zoning Code states that the height of any monopole shall not exceed 150 feet in height measured from the highest point of such facility to the finished grade elevation of the ground immediately adjacent to the structure. The proposed utility pole meets the height limitations set forth in § 223-24.5.F(2).

Under Section 223-24.5.F(1), the height of any antennas, or other associated equipment, structurally mounted as part of the small cell facility shall not exceed by more than 15 feet the highest point of the structure on which such antennas or equipment is affixed. The proposed antennas will be mounted at the top of the proposed pole at a centerline of 2 feet below the top of the pole.

Visual Mitigation

Under Section 223.24.5.G, the Applicant must prepare a visual impact assessment of the proposed wireless telecommunication facility based upon appropriate modeling, photographic simulation and other pertinent analytical techniques as required by the City Council. Landscaping and/or other screening and mitigation, including but not limited to architectural treatment, stealth design, use of neutral or compatible coloring and materials, or alternative construction and transmission technologies, shall be required to minimize the visual impact of such facility from public thoroughfares, important viewsheds, vantage points and surrounding properties to the extent practicable, as determined by the City Council.

The Applicant has not submitted a visual impact assessment. The Applicant explains that the site is located between the adjacent existing building and an unpopulated hillside and is out of the way with no skyline profile. The Applicant also states that the small cell facility will blend into the hillside by design achieving stealth technologies.

Materials

Under Section 223-24.5.H, a wireless telecommunication facility shall be of galvanized finish or painted gray or another neutral or compatible color determined to be appropriate for the proposed location of such facility in the reasonable judgment of the City Council. According to Sheet No. Z-3, Pole Elevation, Details and Notes, dated November 11, 2018, all steel materials, bolts, anchors and miscellaneous hardware will be galvanized.

Lighting

The wireless telecommunication facility will not be artificially lit.

Operational Characteristics

The application includes a report from a Radio Frequency (RF) Design Engineer. The Design Engineer concluded that the proposed facility will comply with all applicable exposure limits and guidelines adopted by the FCC governing human exposure to radio frequency electromagnetic fields and thus fully complies with the standards of the IRPA, FCC, IEEE, ANSI and NCRP.

The City Council may require annual certification of conformance with the applicable emission standards. Additionally, copies of certification reports shall be submitted to the City Council whenever they are required to be submitted to the FCC. The City Council may hire a qualified professional of its choosing to review and confirm such initial and subsequent certification report(s), the cost of which shall be reimbursed by the applicant in accordance with the escrow account procedures established by the City for the reimbursement of professional review fees for subdivision, site plan and special use permit applications. Any violation of the emissions standards shall require immediate discontinuation and correction of the use responsible for the violation.

Noise

Operation of the facility will not involve any objectionable noise, fumes vibration or other characteristics.

Utility Service

Under Section 223-24.5.I, electrical and land-based telephone lines extended to serve the wireless telecommunication facility shall be installed underground. The Applicant's plans show the wires being underground.

Safety and Security Provisions

The City Council should ask the Applicant to discuss issues regarding safety and security at the facility.

Section 223-24.5.M requires a wireless telecommunication facility to be designed that in the event of structural failure it will fall within the required setback area and, to the maximum extent possible, away from any adjacent developments.

Section 223-24.5.N requires the Applicant to implement a security program for the site of a wireless telecommunication facility. Such program may include physical features such as fencing, anti-climbing devices or elevating ladders on monopoles and towers, and/or monitoring either by staff or electronic devices to prevent unauthorized access and vandalism.

Lease agreement.

The Applicant has included a copy of the signed lease agreement between Verizon Wireless and the property owner, Ability Beyond Disability. Under the agreement, Verizon will lease approximately 102 square feet of space located at 110 Howland Avenue for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes running from the licensed area to all necessary electrical and telephone utility sources located on the Property.

Public Need

Section 223-24.5.R(2) requires the Applicant to demonstrate to the satisfaction of the City Council that there is a compelling public need for the facility at the location proposed. The Applicant has provided a report from its RF Design Engineer which depicts the area within which Verizon Wireless' communications facility needs to be located in order to provide adequate and safe service to certain areas in the City of Beacon. This report is attached to the application submission as Exhibit 5.

Collocation of Other Future Wireless Telecommunication Facilities

As a condition of special use permit approval, the Applicant shall be required to provide a written agreement, in recordable form suitable for filing and prepared to the satisfaction of the City Attorney, acknowledging that it shall be required to allow the collocation of other future wireless telecommunication facilities at fair market cost, unless otherwise unreasonably limited by technological, structural or other engineering considerations.

§ 223-24.5. Wireless telecommunication services facilities.
[Added 7-15-2002 by L.L. No. 21-2002; amended 12-2-2002 by
L.L. No. 30-2002]

A. Statement of intent and objectives.

- (1) The City Council has determined that the establishment of zoning provisions to institute minimum standards for wireless telecommunications services facilities shall be among the legislative purposes of the Zoning Law of the City of Beacon and is in accordance with the goals, objectives and policies of the City's Development Plan.
- (2) The purpose of these special regulations is to reasonably control the location, construction and maintenance of wireless telecommunications services facilities in order to encourage the siting of said facilities in nonresidential areas and to protect, to the maximum extent practicable, aesthetic impacts, the open space character of portions of the City of Beacon, the property values of the community, and the health and safety of citizens, while not unreasonably limiting competition among telecommunication providers.

B. Use. Except as provided hereinafter, no wireless telecommunication services facility shall be located, constructed or maintained on any lot, building, structure or land area in the City of Beacon unless a special use permit has been issued in conformity with the requirements of this chapter and all other applicable regulations.

C. Exemptions. The provisions of this section shall not apply to unlicensed wireless telecommunication services facilities installed wholly within a principal or accessory building, such as but not limited to baby monitors, garage door openers and burglar alarm transmitters, and serving only that building.

D. Location and access.

- (1) Subject to the City Council's review and evaluation of technological, structural, safety and financial considerations associated with alternative locations for the siting of wireless telecommunication services facilities, the following locational priorities shall apply in the order specified, consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City:
 - (a) On City-owned or City Housing Authority-owned sites, buildings and structures.

- (b) Co-location on an existing wireless telecommunication services facility or radio tower, as identified on an inventory of existing facilities which shall be maintained by the City (the "existing facilities inventory"). Co-location shall be required unless it has been demonstrated to the satisfaction of the City Council that:
 - [1] None of the sites identified on the existing facilities inventory within the service area can accommodate the proposed wireless telecommunication services facility in a reasonable financially and technologically feasible manner consistent with the wireless communications service carrier's system requirements;
 - [2] None of the sites identified on the existing facilities inventory within the service area can accommodate the proposed wireless telecommunications services facility with respect to structural or other engineering limitations, including frequency incompatibilities; or
 - [3] The owners of the sites identified on the existing facilities inventory within the service area lawfully refuse to permit the applicant's use of the site.
- (c) On sites, buildings and structures located in the HI and LI Zoning Districts.
- (d) On sites, buildings and structures in the PB, HB, OB, LB and GB Zoning Districts.
- (e) On sites, buildings and structures in the CB Zoning District.
- (2) Except for co-location on an existing wireless telecommunication services facility or radio tower identified on the existing facilities inventory and except for location on a building (and the premises thereof) which is at least nine stories in height, new wireless telecommunication services facilities shall not be located in the WD, WP and Residential Zoning Districts, nor in the Historic District and Landmark Overlay Zone.
- (3) Wherever possible, new wireless telecommunication services facilities shall be in the form of antennas attached to an existing building or structure and/or shall be in the form of stealth structures. Lattice towers shall be the structures of last resort.

- (4) All new wireless telecommunication services facilities and premises shall be of proper size, location and design to accommodate co-location of other service providers' facilities, unless otherwise permitted by the City Council. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a wireless telecommunication services facility.
- E. Setbacks. Wireless telecommunication services facilities, except those structurally mounted to an existing building or structure, shall be located not less than two times the otherwise applicable setback requirements for principal structures for the district in which the property is located, or not less than the height of the facility plus the otherwise applicable setback requirements for principal structures for the zoning district in which the property is located, whichever shall be greater. Wireless telecommunication services facilities structurally mounted to the roof of an existing building or structure shall be set back from the side of the building or structure so as to minimize its visibility, but in no case less than 10 feet unless a stealth design is proposed, in which case the City Council may waive or modify this requirement.
 - F. Height limitations. Notwithstanding the following height limitations, in no case shall a wireless telecommunication services facility exceed the minimum height reasonably necessary to accomplish the purpose it is proposed to serve.
 - (1) The height of any antennas, or other associated equipment, structurally mounted as part of a wireless telecommunication services facility shall not exceed by more than 15 feet the highest point of the existing structure on which such antennas or equipment is affixed.
 - (2) The height of any monopole or tower utilized in a wireless telecommunication services facility shall not exceed 150 feet in height measured from the highest point of such facility to the finished grade elevation of the ground immediately adjacent to the structure.
 - G. Visual mitigation. The applicant/provider shall prepare a visual impact assessment of the proposed wireless telecommunication services facility based upon appropriate modeling, photographic simulation and other pertinent analytical techniques as required by the City Council. Landscaping and/or other screening and mitigation, including but not limited to architectural treatment,

stealth design, use of neutral or compatible coloring and materials, or alternative construction and transmission technologies, shall be required to minimize the visual impact of such facility from public thoroughfares, important viewsheds, vantage points and surrounding properties to the extent practicable, as determined by the City Council. No signs shall be erected on any wireless telecommunication services facility except as may be required by the City Council for security or safety purposes. All equipment enclosures and storage buildings associated with the wireless telecommunication services facilities shall be consistent or compatible with adjacent buildings in terms of design, materials and colors and shall be appropriately landscaped.

- H. Materials. A wireless telecommunication services facility shall be of galvanized finish or painted gray or another neutral or compatible color determined to be appropriate for the proposed location of such facility in the reasonable judgment of the City Council. The mountings of wireless telecommunication antennas shall be nonreflective and of the appropriate color to blend with their background.
- I. Lighting. The wireless telecommunication services facility shall not be artificially lighted unless otherwise required by the Federal Aviation Administration or other federal, state or local authority.
- J. Operational characteristics. Unless otherwise superseded by the Federal Communications Commission (FCC), the design and use of the proposed wireless telecommunication services facility, including its cumulative impact with other existing and approved facilities, shall be certified to conform to the maximum NIER exposure standards promulgated by the FCC, as amended. Said certification shall include a report by a licensed professional electrical engineer with expertise in radio communication facilities and/or health physicist acceptable to the City Council. A copy of such certification report shall be submitted to the City Council prior to commencing operation of such facility and a copy shall be filed with the Building Inspector. The City Council may require annual certification of conformance with the applicable emission standards. Additionally, copies of certification reports shall be submitted to the City Council whenever they are required to be submitted to the FCC. The City Council may hire a qualified professional of its choosing to review and confirm such initial and subsequent certification report(s), the cost of which shall be reimbursed by the applicant in accordance with the escrow

account procedures established by the City for the reimbursement of professional review fees for subdivision, site plan and special use permit applications. Any violation of the emissions standards shall require immediate discontinuation and correction of the use responsible for the violation.

- K. Noise. Noise-producing equipment shall be sited and/or insulated to prevent any detectable increase in noise above ambient levels as measured at the property line.
- L. Utility service. Electrical and land-based telephone lines extended to serve the wireless telecommunication services facility sites shall be installed underground. If the wireless telecommunication services facility is attached to a building, and if determined practical and economically feasible by the City Council, all wires from the ground to said facility shall be located within the building. If permitted to be located outside said building, the wires shall be enclosed in a conduit whose materials and colors are consistent or compatible with the building.
- M. Safety provisions. A wireless telecommunication services facility shall be designed and erected so that in the event of structural failure it will fall within the required setback area and, to the maximum extent possible, away from adjacent development.
- N. Security provisions. A security program shall be formulated and implemented for the site of a wireless telecommunication services facility. Such program may include physical features such as fencing, anti-climbing devices or elevating ladders on monopoles and towers, and/or monitoring either by staff or electronic devices to prevent unauthorized access and vandalism.
- O. Annual structural/safety inspection and report. A monopole or tower over 50 feet in height shall be inspected annually from a structural and safety perspective at the expense of the service provider by a licensed professional engineer, or at any other time upon a determination by the Building Inspector that the monopole or tower may have sustained structural damage, and a copy of the inspection report shall be submitted to the Building Inspector.
- P. Lease agreement. In the case of an application for approval of a wireless telecommunication services facility to be located on lands owned by a party other than the applicant or the City, a copy of the lease agreement with the property owner, absent the financial terms of such agreement, together with any subsequent

modifications thereof, shall be provided to the City Council and a copy shall be filed with the City Clerk and the Building Inspector.

Q. Removal. A wireless telecommunication services facility shall be dismantled and removed from the property on which it is located within 60 days when it has been inoperative or abandoned for a period of one year or more from the date on which it ceased operation. The applicant shall provide to the City written notification, including identification of the date the use of the facility was discontinued or abandoned by one or more of the service providers, acknowledgment of the requirement to remove the facility, and identification of plans for the future of the facility. The applicant shall post a bond to ensure that the wireless telecommunication services facility shall be removed upon abandonment as set forth herein at the applicant's sole expense.

R. Application procedure.

(1) An application for approval of a wireless telecommunication services facility shall be submitted on the relevant forms for special use permit approval and shall be jointly filed by the operator of the wireless telecommunication services facility and the owner of the property on which such facility is proposed to be located. A site plan drawing showing the location of the proposed facility shall accompany the application for special use permit approval. Special use approval by the City Council in accordance with §§ 223-18 and 223-19 of this chapter shall be required. The City may enlist the services of a radio frequency (RF) engineer and/or other relevant consultants, at the applicant's cost, for the review of the application.

(2) The operator of the wireless telecommunication service shall submit a certificate of public utility, unless it can be demonstrated to the satisfaction of the City Council that the operator of such facility is exempt from such requirement pursuant to New York State law. The operator of such facility shall also demonstrate to the satisfaction of the City Council that there is a compelling public need for such facility at the location(s) proposed by the applicant. Such demonstration shall include the preparation of existing and master effective service area plans which:

(a) Minimize the number of such facilities within the service area(s);

- (b) Maximize co-location of wireless telecommunication service facilities;
 - (c) Identify all existing and proposed wireless telecommunication facilities which impact upon the service area covering the City of Beacon, including but not limited to topographic maps of the City with service coverage and service gap grids and all proposed as well as other functionally acceptable locations for such facility(ies); and
 - (d) Analyze feasible alternatives to reasonably minimize the visual impacts and exposure levels.
- (3) Where the owner of the property on which a wireless telecommunication services facility is proposed contemplates that such property may be used for the installation of two or more such facilities, the property owner shall submit a conceptual master plan identifying the total number and location of such facilities.
- (4) Any application for a wireless telecommunication services facility shall include a statement and appropriate documentation demonstrating that City-owned sites, buildings and structures and the City's existing facilities inventory have been reviewed to the extent relevant to provide wireless telecommunication services in the area which is the subject of such application and that all reasonable efforts have been made to locate or co-locate such facility on all City-owned sites, buildings and structures and on all sites identified in such existing facilities inventory within the service area.
- (5) As a condition of special use permit approval, the applicant shall be required to provide a written agreement, in recordable form suitable for filing and prepared to the satisfaction of the City Attorney, acknowledging that it shall be required to allow the co-location of other future wireless telecommunication service facilities at fair market cost, unless otherwise unreasonably limited by technological, structural or other engineering considerations.
- (6) The applicant and all future owners of the premises and the wireless telecommunication services facility shall at all times keep on file in the office of the City Clerk the name, address, and telephone number of the owner and operator of such facility and of at least one individual who shall have authority

to arrange for the maintenance of the premises and facility and who shall be authorized to accept service of notices and legal process on behalf of the owner and operator(s) of the premises and facility and to bind the owner to any settlement, fine, judgment, or other disposition (other than incarceration) which may result from any civil or criminal action or proceeding instituted by the City against such owner and/or operator(s).

**PLANNING BOARD
CITY OF BEACON, DUTCHESS COUNTY, NEW YORK**

In the Matter of the Application of

**CELLCO PARTNERSHIP
d/b/a Verizon Wireless**

Proposed Wooden Pole – 110 Howland Avenue
City of Beacon, Dutchess County, New York

**APPLICATION FOR SPECIAL USE PERMIT and
ROSENBERG WAIVER RELIEF and STATEMENT OF INTENT**

Submitted by:

Verizon Wireless
Kathy Pomponio, Real Estate Manager
1275 John Street Suite 100
West Henrietta, New York 14586
(585) 321-5435

EBI Engineering PC
Alex Giannaras, P.E.
36 British American Blvd, Suite 101
Latham, New York 12110
(518) 783-1630

Airosmith Development
Andrea Armstrong, Site Acquisition Specialist
32 Clinton Street
Saratoga Springs NY 12866
(518) 527-0011

Young/Sommer LLC
Scott P. Olson, Esq.
Executive Woods
Five Palisades Drive
Albany, New York 12205
(518) 438-9907

Dated: November 23, 2018

APPLICATION FOR SPECIAL USE PERMIT

Submit to Planning Board Secretary, One Municipal Plaza, Suite One, Beacon, New York 12508

IDENTIFICATION OF APPLICANT

(For Official Use Only)

Date Initials

Name: Orange County-Poughkeepsie Limited Partnership ^{d/b/a Verizon Wireless}
Address: 1275 JOHN ST., Suite 100
West Henrietta, NY 14586
Signature: [Signature] Scott Olson, Attorney
Date: 11/19/18
Phone: 518-527-6813

Application & Fee Rec'd
Initial Review

PB Public Hearing

Sent to City Council

City Council Workshop

City Council Public Hearing

City Council Approve/Disapprove

IDENTIFICATION OF REPRESENTATIVE / DESIGN PROFESSIONAL

Name: YOUNG SOMMER LLC (ATTN: SCOTT OLSON)
Address: 5 PALMIST DR.
ALBANY NY 12205

Phone: 518-527-6813

Fax: 518-438-9914

Email address: solson@youngsummer.com

IDENTIFICATION OF SUBJECT PROPERTY:

Property Address: 110 HOWLAND AVE.

Tax Map Designation: Section 6054

Block 14 Lot(s) 347464

Land Area: Approx. 6 Acres

Zoning District(s) R1-20

DESCRIPTION OF PROPOSED DEVELOPMENT:

Proposed Use: Installation and operation of Small Cell Facility

Gross Non-Residential Floor Space: Existing N/A Proposed N/A

TOTAL: N/A

Dwelling Units (by type): Existing N/A Proposed N/A

TOTAL: N/A

ITEMS TO ACCOMPANY THIS APPLICATION

- Five (5) **folded** copies and One (1) digital copy of a site location sketch showing the location of the subject property and the proposed development with respect to neighboring properties and developments.
- Five (5) **folded** copies and One (1) digital copy of the proposed site development plan, consisting of sheets, showing the required information as set forth on the back of this form and other such information as deemed necessary by the City Council or the Planning Board to determine and provide for the property enforcement of the Zoning Ordinance.
- Five (5) **folded** copies and One (1) digital copy of additional sketches, renderings or other information.
- An application fee, payable to the City of Beacon, computed per the attached fee schedule.
- An initial escrow amount, payable to the City of Beacon, as set forth in the attached fee schedule.

INFORMATION TO BE SHOWN ON SITE LOCATION SKETCH

- a. Property lines, zoning district boundaries and special district boundaries affecting all adjoining streets and properties, including properties located on the opposite sides of adjoining streets.
- b. Any reservations, easements or other areas of public or special use which affect the subject property.
- c. Section, block and lot numbers written on the subject property and all adjoining properties, including the names of the record owners of such adjoining properties.

INFORMATION TO BE SHOWN ON THE SITE DEVELOPMENT PLAN

- a. Title of development, date and revision dates if any, north point, scale, name and address of record owner of property, and of the licensed engineer, architect, landscape architect, or surveyor preparing the site plan.
- b. Existing and proposed contours at a maximum vertical interval of two (2) feet.
- c. Location and identification of natural features including rock outcrops, wooded areas, single trees with a caliper of six (6) or more inches measured four (4) feet above existing grade, water bodies, water courses, wetlands, soil types, etc.
- d. Location and dimensions of all existing and proposed buildings, retaining walls, fences, septic fields, etc.
- e. Finished floor level elevations and heights of all existing and proposed buildings.
- f. Location, design, elevations, and pavement and curbing specifications, including pavement markings, of all existing and proposed sidewalks, and parking and truck loading areas, including access and egress drives thereto.
- g. Existing pavement and elevations of abutting streets, and proposed modifications.
- h. Location, type and design of all existing and proposed storm drainage facilities, including computation of present and estimated future runoff of the entire tributary watershed, at a maximum density permitted under existing zoning, based on a 100 year storm.
- i. Location and design of all existing and proposed water supply and sewage disposal facilities.
- j. Location of all existing and proposed power and telephone lines and equipment, including that located within the adjoining street right-of-way. All such lines and equipment must be installed underground.
- k. Estimate of earth work, including type and quantities of material to be imported to or removed from the site.
- l. Detailed landscape plan, including the type, size, and location of materials to be used.
- m. Location, size, type, power, direction, shielding, and hours of operation of all existing and proposed lighting facilities.
- n. Location, size, type, and design of all existing and proposed business and directional signs.
- o. Written dimensions shall be used wherever possible.
- p. Signature and seal of licensed professional preparing the plan shall appear on each sheet.
- q. Statement of approval, in blank, as follows:

Approved by Resolution of the Beacon Planning Board
on the _____ day of _____, 20_____
subject to all conditions as stated therein

Chairman, City Planning Board

Date

APPLICATION PROCESSING RESTRICTION LAW

Affidavit of Property Owner

Property Owner: Ability Beyond Disability; Verizon Wireless is Applicant

If owned by a corporation, partnership or organization, please list names of persons holding over 5% interest.

Orange County - Poughkeepsie Limited Partnership d/b/a Verizon Wireless; Verizon Wireless of the
EMC LP; and Celco Partnership

List all properties in the City of Beacon that you hold a 5% interest in:

Verizon Wireless = 0

Applicant Address: 1275 John St., Suite 100, West Henrietta, NY 14586

Project Address: 110 Howland Avenue

Project Tax Grid # 6054-14-347464

Type of Application Special Use Permit

Please note that the property owner is the applicant. "Applicant" is defined as any individual who owns at least five percent (5%) interest in a corporation or partnership or other business.

I, Scott Olson, Attorney for Verizon Wireless, the undersigned ^{Applicant} owner of the above referenced property, hereby affirm that I have reviewed my records and verify that the following information is true.

1. No violations are pending for ANY parcel owned by me situated within the City of Beacon Y
2. Violations are pending on a parcel or parcels owned by me situated within the City of Beacon N
3. ALL tax payments due to the City of Beacon are current Y
4. Tax delinquencies exist on a parcel or parcels owned by me within the City of Beacon N
5. Special Assessments are outstanding on a parcel or parcels owned by me in the City of Beacon N
6. ALL Special Assessments due to the City of Beacon on any parcel owned by me are current Y

Scott Olson, Attorney for Applicant
Signature of Owner

Attorney

Title if owner is corporation

Office Use Only:	NO	YES	Initial
Applicant has violations pending for ANY parcel owned within the City of Beacon (Building Dept.)	—	—	—
ALL taxes are current for properties in the City of Beacon are current (Tax Dept.)	—	—	—
ALL Special Assessments, i.e. water, sewer, fines, etc. are current (Water Billing)	—	—	—

**CITY OF BEACON
SITE PLAN SPECIFICATION FORM**

Name of Application: Howland Micro - Verizon Wireless

PLEASE INDICATE WHETHER THE SITE PLAN DRAWINGS SHOW THE SUBJECT INFORMATION BY PLACING A CHECK MARK IN THE APPROPRIATE BOXES BELOW.		
	YES	NO
The site plan shall be clearly marked "Site Plan", it shall be prepared by a legally certified individual or firm, such as a Registered Architect or Professional Engineer, and it shall contain the following information:	✓	
LEGAL DATA		
Name and address of the owner of record.	✓	
Name and address of the applicant (if other than the owner).	✓	
Name and address of person, firm or organization preparing the plan.	✓	
Date, north arrow, and written and graphic scale.	✓	
NATURAL FEATURES		
Existing contours with intervals of two (2) feet, referred to a datum satisfactory to the Planning Board.	N/A	
Approximate boundaries of any areas subject to flooding or stormwater overflows.	✓	
Location of existing watercourses, wetlands, wooded areas, rock outcrops, isolated trees with a diameter of eight (8) inches or more measured three (3) feet above the base of the trunk, and any other significant existing natural features.	N/A	
EXISTING STRUCTURES, UTILITIES, ETC.		
Outlines of all structures and the location of all uses not requiring structures. Paved areas, sidewalks, and vehicular access between the site and public streets.	✓	
Locations, dimensions, grades, and flow direction of any existing sewers, culverts, water lines, as well as other underground and above ground utilities within and adjacent to the property.	N/A	
Other existing development, including fences, retaining walls, landscaping, and screening.	✓	
Sufficient description or information to define precisely the boundaries of the property.	✓	
The owners of all adjoining lands as shown on the latest tax records.	✓	
The locations, names, and existing widths of adjacent streets and curb lines.	✓	
Location, width, and purpose of all existing and proposed easements, setbacks, reservations, and areas dedicated to private or public use within or adjacent to the properties.	✓	

PROPOSED DEVELOPMENT	YES	NO
The location, use and design of proposed buildings or structural improvements.	✓	
The location and design of all uses not requiring structures, such as outdoor storage (if permitted), and off-street parking and unloading areas.	✓	
Any proposed division of buildings into units of separate occupancy.	✓	
The location, direction, power, and time of use for any proposed outdoor lighting.	✓	
The location and plans for any outdoor signs.		✓
The location, arrangement, size(s) and materials of proposed means of ingress and egress, including sidewalks, driveways, or other paved areas.	✓	
Proposed screening and other landscaping including a planting plan and schedule prepared by a qualified individual or firm.	N/A	
The location, sizes and connection of all proposed water lines, valves, and hydrants and all storm drainage and sewer lines, culverts, drains, etc.	N/A	
Proposed easements, deed restrictions, or covenants and a notation of any areas to be dedicated to the City.	N/A	
Any contemplated public improvements on or adjoining the property.	N/A	
Any proposed new grades, indicating clearly how such grades will meet existing grades of adjacent properties or the street.	N/A	
Elevations of all proposed principal or accessory structures.	✓ N/A	
Any proposed fences or retaining walls.	✓	
MISCELLANEOUS		
A location map showing the applicant's entire property and adjacent properties and streets, at a convenient scale.	✓	
Erosion and sedimentation control measures.	N/A	
A schedule indicating how the proposal complies with all pertinent zoning standards, including parking and loading requirements.	N/A	
An indication of proposed hours of operation.	N/A	
If the site plan only indicates a first stage, a supplementary plan shall indicate ultimate development.	✓	

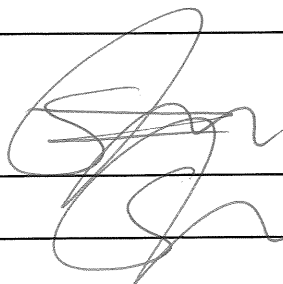
For all items marked "NO" above, please explain below why the required information has not been provided:

The proposal involves the installation and operation of a new small cell facility (i.e. a new wooden utility pole) on privately-owned property. The project is minor in nature and similar to existing utility poles located within the surrounding area.

Applicant/Sponsor Name:

Signature:

Date:



Verizon Wireless

Attorney for Applicant

11/19/18

FOR OFFICE USE ONLY

Application #

CITY OF BEACON**1 Municipal Plaza, Beacon, NY****Telephone (845) 838-5000 • <http://cityofbeacon.org/>****ENTITY DISCLOSURE FORM**

(This form must accompany every land use application and every application for a building permit or certificate of occupancy submitted by any person(s))

Disclosure of the names and addresses of all persons or entities owning any interest or controlling position of any Limited Liability Company, Partnership, Limited Partnership, Joint Venture, Corporation or other business entity (hereinafter referred to as the "Entity") filing a land-use application with the City is required pursuant to Section 223-62 of the City Code of the City of Beacon. Applicants shall submit supplemental sheets for any additional information that does not fit within the below sections, identifying the Section being supplemented.

SECTION A

Name of Applicant: Orange County - Poughkeepsie Limited Partnership d/b/a Verizon Wireless
Address of Applicant: 1275 John Street, Suite 100, West Henrietta, NY 14586
Telephone Contact Information: c/o Scott Olson, Esq., 518-438-9907 Ext. 258

SECTION B. List all owners of record of the subject property or any part thereof.

Name	Residence or Business Address	Telephone Number	Date and Manner title was acquired	Date and place where the deed or document of conveyance was recorded or filed.
Ability Beyond	4 Berkshire Blvd Bethel, CT	TBD	12/3/10 Deed	Dutchess County Clerk's office
DiABility	06801			1/5/11

SECTION B. Is any owner of record an officer, elected or appointed, or employee of the City of Beacon or related, by marriage or otherwise, to a City Council member, planning board member, zoning board of appeals member or employee of the City of Beacon ?

☐

YES

☒

NO

If yes, list every Board, Department, Office, agency or other position with the City of Beacon with which a party has a position, unpaid or paid, or relationship and identify the agency, title, and date of hire.

Agency	Title	Date of Hire, Date Elected, or Date Appointed	Position or Nature of Relationship

SECTION C. If the applicant is a contract vendee, a duplicate original or photocopy of the full and complete contract of purchase, including all riders, modification and amendments thereto, shall be submitted with the application.

SECTION D. Have the present owners entered into a contract for the sale of all or any part of the subject property and, if in the affirmative, please provide a duplicate original or photocopy of the fully and complete contract of sale, including all riders, modifications and amendments thereto.

☐

YES

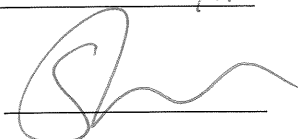
☒

NO

I, Scott Olson being first duly sworn, according to law, deposes and says that the statements made herein are true, accurate, and complete.

*to the best
of my knowledge*

(Print) Scott Olson, Attorney for Verzin Winkler

(Signature) 

DOCUMENTATION OF PUBLIC UTILITY STATUS
and
OVERVIEW OF ROSENBERG DECISION

In *Cellular Tel. Co. v. Rosenberg*, 82 N.Y.2d 364 (1993), the New York Court of Appeals determined that cellular telephone companies are public utilities. The Court held that proposed cellular telephone installations are to be reviewed by zoning boards pursuant to the traditional standard afforded to public utilities, rather than the standards generally required for the necessary approvals:

It has long been held that a zoning board may not exclude a utility from a community where the utility has shown a need for its facilities. There can be no question of [the carrier's] need to erect the cell site to eliminate service gaps in its cellular telephone service area. The proposed cell site will also improve the transmission and reception of existing service. Application of our holding in *Matter of Consolidated Edison* to sitings of cellular telephone companies, such as [the applicant], permits those companies to construct structures necessary for their operation which are prohibited because of existing zoning laws and to provide the desired services to the surrounding community. . . . Moreover, the record supports the conclusion that [the applicant] sustained its burden of proving the requisite public necessity. [The applicant] established that the erection of the cell site would enable it to remedy gaps in its service area that currently prevent it from providing adequate service to its customers in the . . . area.

Rosenberg, 82 N.Y.2d at 372-74 (citing *Consolidated Edison Co. v. Hoffman*, 43 N.Y.2d 598 (1978)).

This special treatment of a public utility stems from the essential nature of its service, and the fact that a public utility transmitting facility must be located in a particular area in order to provide service. For instance, water towers, electric switching stations, water pumping stations and telephone poles must be in particular locations (including within residential districts) in order to provide the utility to a specific area:

[Public] utility services are needed in all districts; the service can be provided only if certain facilities (for example, substations) can be located in commercial and even in residential districts. To exclude such use would result in an impairment of an essential service.

Anderson, *New York Zoning Law Practice*, 3d ed., p. 411 (1984) (hereafter "Anderson"). See also, *Cellular Tel. Co. v. Rosenberg*, 82 N.Y.2d 364 (1993); *Payne v. Taylor*, 178 A.D.2d 979 (4th Dep't 1991).

Accordingly, the law in New York is that a municipality may not prohibit facilities, including towers, necessary for the transmission of a public utility. In *Rosenberg*, 82 N.Y.2d at 371, the court found that "the construction of an antenna tower... to facilitate the supply of cellular telephone service is a 'public utility building' within the meaning of a zoning ordinance." See also *Long Island Lighting Co. v. Griffin*, 272 A.D. 551 (2d Dep't 1947) (a municipal corporation may not prohibit the expansion of a public utility where such expansion is necessary to the maintenance of essential services).

**DOCUMENTATION OF PERSONAL WIRELESS SERVICE FACILITY STATUS
and
FEDERAL TELECOMMUNICATIONS ACT OF 1996**

In addition to being considered a public utility under New York decisional law, Verizon Wireless is classified as a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA").

As stated in the long title of the Act, the goal of the TCA is to "promote competition and reduce regulation in order to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies." *Telecommunications Act of 1996, Pub. LA. No. 104-104, 110 Stat. 56 (1996)*.

The TCA mandates a process designed to achieve competitive telecommunications markets. In keeping with the central goals of the TCA, the authors specify in Section 253(a) that "[n]o State or local statute or regulation...may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service." *TCA Section 253(a), emphasis added*.

Section 332(c) of the TCA preserves the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction and modification of personal wireless service facilities, subject to several important limitations:

- the "regulation of the placement...of personal wireless service facilities by any State or local government or instrumentality thereof shall not unreasonably discriminate among providers of functionally equivalent services" (*TCA §332(c)(7)(B)(i)(I)*);
- the "regulation of the placement...of personal wireless service facilities by any State or local government or instrumentality thereof shall not prohibit or have the effect of prohibiting the provision of personal wireless services" (*TCA §332(c)(7)(B)(i)(II)*);
- Applications must be processed within a reasonable period of time, and any decision to deny a request for placement of personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record (*TCA §§332(c)(7)(B)(ii) and (iii)*); and
- regulations based upon the perceived environmental effects of radio frequency emissions are prohibited, so long as the proposed personal wireless service facility complies with FCC regulations concerning such emissions (*TCA §332(c)(7)(B)(iv)*).

A reference copy of the Telecommunications Act of 1996 is included herewith.

TELECOMMUNICATIONS ACT OF 1996

JANUARY 31, 1996. Ordered to be printed

Mr. BLILEY, from the committee of conference,
submitted the following

CONFERENCE REPORT

[To accompany S. 652]

The committee of conference on the disagreeing votes of the two Houses on the amendments of the House to the bill (S. 652), to provide for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services to all Americans by opening all telecommunications markets to competition, and for other purposes, having met, after full and free conference, have agreed to recommend and do recommend to their respective Houses as follows:

That the Senate recede from its disagreement to the amendment of the House to the text of the bill and agree to the same with an amendment as follows:

In lieu of the matter proposed to be inserted by the House amendment, insert the following:

SECTION 1. SHORT TITLE; REFERENCES.

(a) *SHORT TITLE.*—This Act may be cited as the “Telecommunications Act of 1996”.

(b) *REFERENCES.*—Except as otherwise expressly provided, whenever in this Act an amendment or repeal is expressed in terms of an amendment to, or repeal of, a section or other provision, the reference shall be considered to be made to a section or other provision of the Communications Act of 1934 (47 U.S.C. 151 et seq.).

SEC. 2. TABLE OF CONTENTS.

The table of contents for this Act is as follows:

Sec. 1. Short title; references.

Sec. 2. Table of contents.

Sec. 3. Definitions.

22-327

Federal Communications Commission
Library

~~The owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment. Any entity that adds to or modifies its existing attachment after receiving such notification shall bear a proportionate share of the costs incurred by the owner in making such pole, duct, conduit, or right-of-way accessible.~~

~~Any entity that obtains an attachment to a pole, conduit, or right-of-way shall not be required to bear any of the costs of rearranging or replacing its attachment if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity.~~

SEC. 704. FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS.

(a) NATIONAL WIRELESS TELECOMMUNICATIONS SITING POLICY.—Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

“(7) PRESERVATION OF LOCAL ZONING AUTHORITY.—

“(A) GENERAL AUTHORITY.—Except as provided in this paragraph, nothing in this Act shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

“(B) LIMITATIONS.—

“(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof—

“(I) shall not unreasonably discriminate among providers of functionally equivalent services; and

“(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

“(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

“(iii) Any decision by a State or local government or instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

“(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

"(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

"(C) DEFINITIONS.—For purposes of this paragraph—

"(i) the term 'personal wireless services' means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services;

"(ii) the term 'personal wireless service facilities' means facilities for the provision of personal wireless services; and

"(iii) the term 'unlicensed wireless service' means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 303(v))."

(b) RADIO FREQUENCY EMISSIONS.—Within 180 days after the enactment of this Act, the Commission shall complete action in ET Docket 93-62 to prescribe and make effective rules regarding the environmental effects of radio frequency emissions.

(c) AVAILABILITY OF PROPERTY.—Within 180 days of the enactment of this Act, the President or his designee shall prescribe procedures by which Federal departments and agencies may make available on a fair, reasonable, and nondiscriminatory basis, property, rights-of-way, and easements under their control for the placement of new telecommunications services that are dependent, in whole or in part, upon the utilization of Federal spectrum rights for the transmission or reception of such services. These procedures may establish a presumption that requests for the use of property, rights-of-way, and easements by duly authorized providers should be granted absent unavoidable direct conflict with the department or agency's mission, or the current or planned use of the property, rights-of-way, and easements in question. Reasonable fees may be charged to providers of such telecommunications services for use of property, rights-of-way, and easements. The Commission shall provide technical support to States to encourage them to make property, rights-of-way, and easements under their jurisdiction available for such purposes.

RIERS.

Section 332(c) (47 U.S.C. 332(c)) is amended by adding at the end the following new paragraph:

"(8) MOBILE SERVICES ACCESS.—A person engaged in the provision of commercial mobile services, insofar as such person is engaged, shall not be required to provide equal access to common carriers for the provision of telephone toll services. If

portionate share of the costs incurred by the owner in making such conduit or right-of-way accessible.

Conference agreement

The conference agreement adopts the Senate provision with modifications. The conference agreement amends section 224 of the Communications Act by adding new subsection (e)(1) to allow parties to negotiate the rates, terms, and conditions for attaching to poles, ducts, conduits, and rights-of-way owned or controlled by utilities. New subsection 224(e)(2) establishes a new rate formula charged to telecommunications carriers for the non-useable space of each pole. Such rate shall be based upon the number of attaching entities. The conferees also agree to three additional provisions from the House amendment. First, subsection (g) requires utilities that engage in the provision of telecommunications services or cable services to impute to its costs of providing such service an equal amount to the pole attachment rate for which such company would be liable under section 224. Second, new subsection 224(h) requires utilities to provide written notification to attaching entities of any plans to modify or alter its poles, ducts, conduit, or rights-of-way. New subsection 224(h) also requires any attaching entity that takes advantage of such opportunity to modify its own attachments shall bear a proportionate share of the costs of such alterations. Third, new subsection 224(i) prevents a utility from imposing the cost of rearrangements to other attaching entities if done solely for the benefit of the utility.

SECTION 704—FACILITIES SITING; RADIO FREQUENCY EMISSION STANDARDS

Senate bill

No provision.

House amendment

Section 108 of the House amendment required the Commission to issue regulations within 180 days of enactment for siting of CMS. A negotiated rulemaking committee comprised of State and local governments, public safety agencies and the affected industries were to have attempted to develop a uniform policy to propose to the Commission for the siting of wireless tower sites.

The House amendment also required the Commission to complete its pending Radio Frequency (RF) emission exposure standards within 180 days of enactment. The siting of facilities could not be denied on the basis of RF emission levels for facilities that were in compliance with the Commission standard.

The House amendment also required that to the greatest extent possible the Federal government make available to use of Federal property, rights-of-way, easements and any other physical instruments in the siting of wireless telecommunications facilities.

Conference agreement

The conference agreement creates a new section 704 which prevents Commission preemption of local and State land use decisions and preserves the authority of State and local governments over

zoning and land use matters except in the limited circumstances set forth in the conference agreement. The conference agreement also provides a mechanism for judicial relief from zoning decisions that fail to comply with the provisions of this section. It is the intent of the conferees that other than under section 332(c)(7)(B)(iv) of the Communications Act of 1934 as amended by this Act and section 704 of the Telecommunications Act of 1996 the courts shall have exclusive jurisdiction over all other disputes arising under this section. Any pending Commission rulemaking concerning the preemption of local zoning authority over the placement, construction or modification of CMS facilities should be terminated.

When utilizing the term "functionally equivalent services" the conferees are referring only to personal wireless services as defined in this section that directly compete against one another. The intent of the conferees is to ensure that a State or local government does not in making a decision regarding the placement, construction and modification of facilities of personal wireless services described in this section unreasonably favor one competitor over another. The conferees also intend that the phrase "unreasonably discriminate among providers of functionally equivalent services" will provide localities with the flexibility to treat facilities that create different visual, aesthetic, or safety concerns differently to the extent permitted under generally applicable zoning requirements even if those facilities provide functionally equivalent services. For example, the conferees do not intend that if a State or local government grants a permit in a commercial district, it must also grant a permit for a competitor's 50-foot tower in a residential district.

Actions taken by State or local governments shall not prohibit or have the effect of prohibiting the placement, construction or modification of personal wireless services. It is the intent of this section that bans or policies that have the effect of banning personal wireless services or facilities not be allowed and that decisions be made on a case-by-case basis.

Under subsection (c)(7)(B)(ii), decisions are to be rendered in a reasonable period of time, taking into account the nature and scope of each request. If a request for placement of a personal wireless service facility involves a zoning variance or a public hearing or comment process, the time period for rendering a decision will be the usual period under such circumstances. It is not the intent of this provision to give preferential treatment to the personal wireless service industry in the processing of requests, or to subject their requests to any but the generally applicable time frames for zoning decision.

The phrase "substantial evidence contained in a written record" is the traditional standard used for judicial review of agency actions.

The conferees intend section 332(c)(7)(B)(iv) to prevent a State or local government or its instrumentalities from basing the regulation of the placement, construction or modification of CMS facilities directly or indirectly on the environmental effects of radio frequency emissions if those facilities comply with the Commission's regulations adopted pursuant to section 704(b) concerning such emissions.

The limitations on the role and powers of the Commission under this subparagraph relate to local land use regulations and are not intended to limit or affect the Commission's general authority over radio telecommunications, including the authority to regulate the construction, modification and operation of radio facilities.

The conferees intend that the court to which a party appeals a decision under section 332(c)(7)(B)(v) may be the Federal district court in which the facilities are located or a State court of competent jurisdiction, at the option of the party making the appeal, and that the courts act expeditiously in deciding such cases. The term "final action" of that new subparagraph means final administrative action at the State or local government level so that a party can commence action under the subparagraph rather than waiting for the exhaustion of any independent State court remedy otherwise required.

With respect to the availability of Federal property for the use of wireless telecommunications infrastructure sites under section 704(c), the conferees generally adopt the House provisions, but substitute the President or his designee for the Commission.

It should be noted that the provisions relating to telecommunications facilities are not limited to commercial mobile radio licensees, but also will include other Commission licensed wireless common carriers such as point to point microwave in the extremely high frequency portion of the electromagnetic spectrum which rely on line of sight for transmitting communication services.

~~SECTION 705 MOBILE SERVICE DIRECT ACCESS TO LONG DISTANCE CARRIERS~~

Senate bill

Subsection (b) of section 221 of the Senate bill, as passed, states that notwithstanding the MFJ or any other consent decree, no CMS provider will be required by court order or otherwise to provide long distance equal access. The Commission may only order equal access if a CMS provider is subject to the interconnection obligations of section 251 and if the Commission finds that such a requirement is in the public interest. CMS providers shall ensure that its subscribers can obtain unblocked access to the interexchange carrier of their choice through the use of interexchange carrier identification codes, except that the unblocking requirement shall not apply to mobile satellite services unless the Commission finds it is in the public interest.

House amendment

Under section 109 of the House amendment, the Commission shall require providers of two-way switched voice CMS to allow their subscribers to access the telephone toll services provider of their choice through the use of carrier identification codes. The Commission rules will supersede the equal access, balloting and prescription requirements imposed by the MFJ and the AT&T-McCaw consent decree. The Commission may exempt carriers or classes from the requirements of this section if it is consistent with the public interest, convenience, and necessity, and the

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
1120 SANCTUARY PKWY, #150 GASA5REG
ALPHARETTA, GA 30009-7630

Call Sign	File Number
WQJQ689	
Radio Service	
WU - 700 MHz Upper Band (Block C)	

FCC Registration Number (FRN): 0003290673

Grant Date 11-26-2008	Effective Date 03-26-2013	Expiration Date 06-13-2019	Print Date
Market Number REA001	Channel Block C	Sub-Market Designator 0	
Market Name Northeast			
1st Build-out Date 06-13-2013	2nd Build-out Date 06-13-2019	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at <http://wireless.fcc.gov/uls/index.htm?job=home> and select "License Search". Follow the instructions on how to search for license information.

ULS License

AWS (1710-1755 MHz and 2110-2155 MHz) License - WQPZ962 - Cellco Partnership

Call Sign	WQPZ962	Radio Service	AW - AWS (1710-1755 MHz and 2110-2155 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	E
Submarket	13	Associated Frequencies (MHz)	001740.00000000-001745.00000000-002140.00000000-002145.00000000

Dates

Grant	08/23/2012	Expiration	11/29/2021
Effective	11/30/2017	Cancellation	

Buildout Deadlines

1st	2nd
-----	-----

Notification Dates

1st	2nd
-----	-----

Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

Licensee

Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Contact

Cellco Partnership Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
--	---

Ownership and Qualifications

Radio Service Mobile
Type

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

Is the applicant a foreign government or the representative of any foreign government? No

Is the applicant an alien or the representative of an alien? No

Is the applicant a corporation organized under the laws of any foreign government? No

Is the applicant a corporation of which more than one-fifth of the capital stock is owned of record or voted by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country? No

Is the applicant directly or indirectly controlled by any other corporation of which more than one-fourth of the capital stock is owned of record or voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? **Yes**

The Alien Ruling question is not answered.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

700 MHz Upper Band (Block C) License - WQJQ689 - Cellco Partnership

PA This license has pending applications: 0008249766

Call Sign	WQJQ689	Radio Service	WU - 700 MHz Upper Band (Block C)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	REA001 - Northeast	Channel Block	C
Submarket	0	Associated Frequencies (MHz)	000746.00000000- 000757.00000000- 000776.00000000- 000787.00000000

Dates

Grant	11/26/2008	Expiration	06/13/2019
Effective	08/28/2018	Cancellation	

Buildout Deadlines

1st	06/13/2013	2nd	06/13/2019
-----	------------	-----	------------

Notification Dates

1st	06/20/2013	2nd	
-----	------------	-----	--

Licensee

FRN	0003290673	Type	General Partnership
-----	------------	------	---------------------

Licensee

Cellco Partnership 5055 North Point Pkwy, NP2NE Network Engineering Alpharetta, GA 30022 ATTN Regulatory	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Contact

Verizon Wireless Licensing Manager 5055 North Point Pkwy, NP2NE Network Engineering	P:(770)797-1070 F:(770)797-1036 E:LicensingCompliance@VerizonWireless.com
---	---

Alpharetta, GA 30022
ATTN Regulatory

Ownership and Qualifications

Radio Service Mobile
Type

Regulatory Status Common Carrier Interconnected Yes

Alien Ownership

The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications

The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits

This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender



PROJECT NO.: 20161509173
SITE NAME:
HOWLAND MICRO



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CONTRACTOR TO NOTIFY ALL
UTILITY COMPANIES TO LOCATE
ALL UNDERGROUND UTILITIES.

APPLICANT:

verizon[✓]

275 JOHN ST.
SUITE 100
WEST HENRIETTA NY 14586

PREPARED BY:

EBI ENGINEERING PC

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Tel: (781) 273-2500 | Fax: (781) 273-3311
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SUBMITTALS

NO.	DATE	DESCRIPTION	BY
A	11/12/18	90% ISSUE	SM

EBI JOB NO:

8118000249

SITE INFO:

HOWLAND MICRO
PROJECT NO.: **20161509173**
LOCATION CODE: **432846**
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE:

TITLE SHEET

DRAWN BY:

SM

CHECKED BY:

AG

DATE:

11/12/18

SHEET NO:

T-1

DRAWING INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
Z-1	SITE PLAN
Z-2	OVERALL SITE PLAN
Z-3	POLE ELEVATION, DETAILS & NOTES
Z-4	DETAILS & NOTES

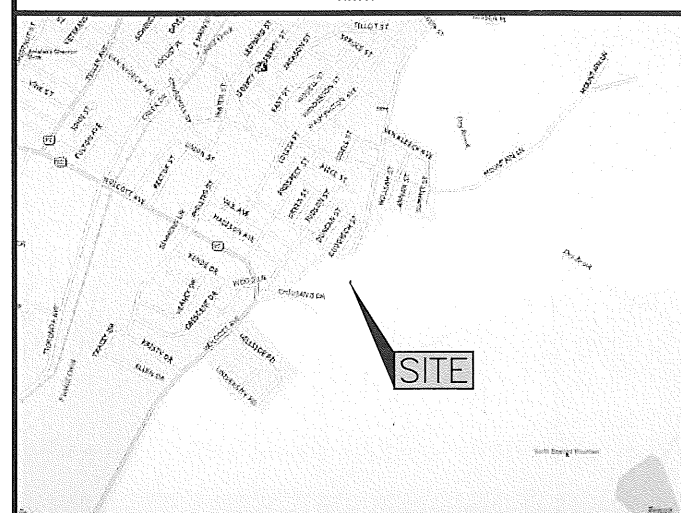
CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE
CURRENT EDITIONS OF THE CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE
LOCAL CODES:

1. IBC2015 WITH LATEST NEW YORK STATE AMENDMENTS
2. NFPA 70-14 (NEC 2014)
3. TIA-222-G-05 WITH LATEST ADDENDA

VICINITY MAP

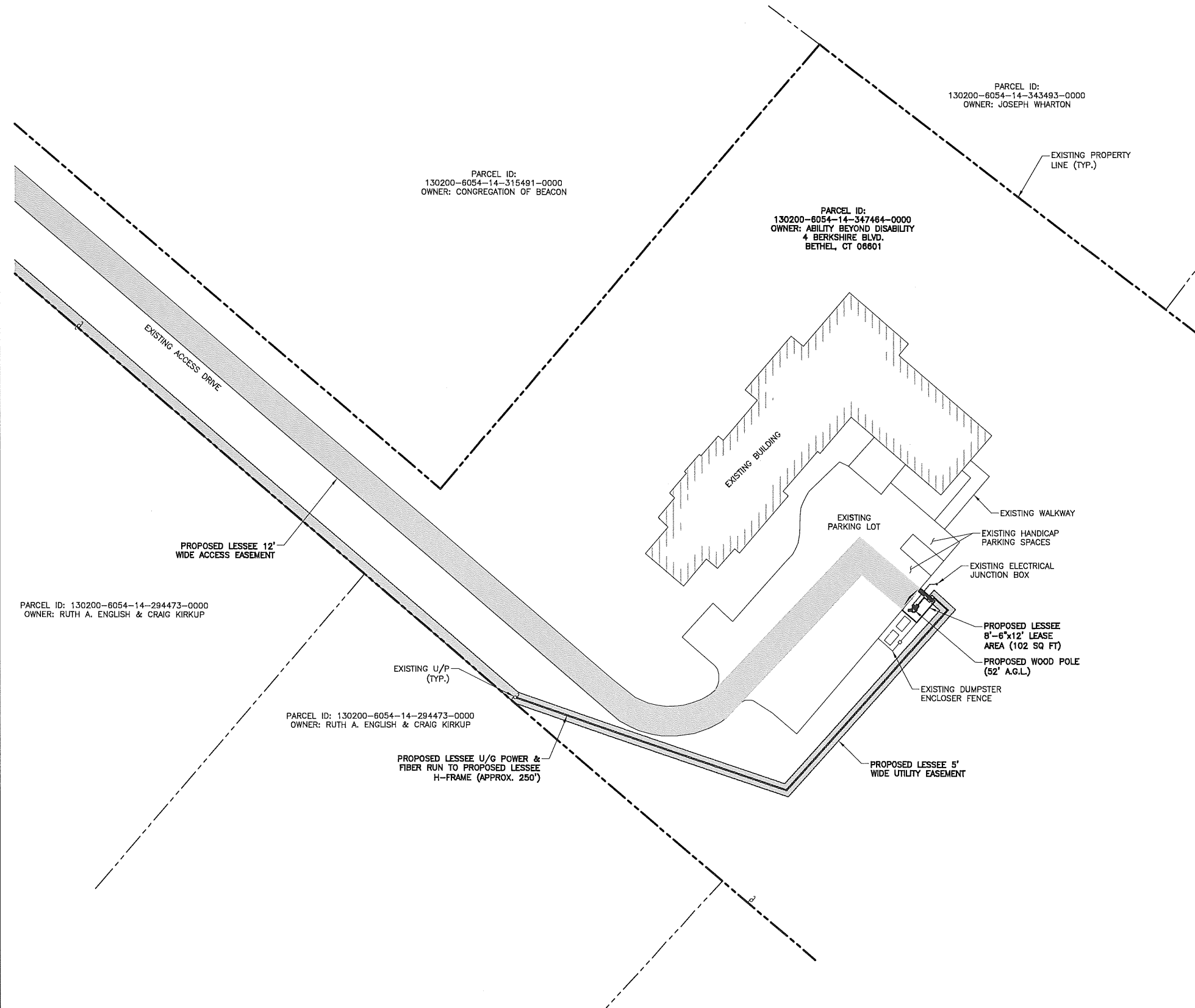
N.T.S.



START AT 1275 JOHN ST. GO STRAIGHT (NE) ON JOHN ST. IN 0.61 MI TURN RIGHT (E) ON TO
BAILEY RD. IN 1.03 MI TURN RIGHT (SSW) ON TO SR 15 (W HENRIETTA RD). IN 1.04 MI TURN
LEFT (E) ON TO LEHIGH STATION RD. IN 0.49 MI TURN RIGHT (SSW) ON TO I-390 S RAMP. IN
0.27 MI KEEP RIGHT (SW) ON TO I-90 E (NEW YORK STATE THWY) RAMP 12B. IN 0.57 MI KEEP
LEFT (E) ON I-90 E (NEW YORK STATE THWY) RAMP. IN 72.90 MI KEEP RIGHT (N) ON TO
I-690 E RAMP 39. IN 0.92 MI KEEP RIGHT (ESE) ON I-690 E RAMP. IN 8.91 MI KEEP
RIGHT (SSE) ON TO I-81 S RAMP 13. IN 76.37 MI KEEP LEFT (ESE) ON TO SR 17 RAMP 2E.
IN 113.42 MI KEEP RIGHT (ENE) ON TO I-84 E RAMP 121. IN 22.57 MI KEEP RIGHT (E) ON TO
SR 9D (NORTH RD) RAMP 11. IN 0.21 MI TURN RIGHT (SSW) ON TO SR 9D (NORTH RD). IN
0.48 MI KEEP LEFT (S) ON TO NORTH AVE. IN 0.26 MI KEEP RIGHT (SSW) ON TO SR 9D
(WOLCOTT AVE). IN 0.49 MI KEEP LEFT (SE) ON TO BEEKMAN ST. 1.57 MI. IN 0.20 MI GO
STRAIGHT (ESE) ON TO SR 9D (WOLCOTT AVE). IN 1.11 MI TURN LEFT (ENE) ON TO HOWLAND
AVE. IN 0.26 MI FINISH AT 110 HOWLAND AVE, BEACON, NY. 05:22:36 302.11 MI.

PROJECT INFORMATION

SITE TYPE:	UTILITY POLE
SITE NAME:	HOWLAND MICRO
SITE ADDRESS:	110 HOWLAND AVENUE BEACON, NY 12508
COUNTY:	DUTCHESS
ZONING DISTRICT:	R1-20
COORDINATES:	LATITUDE: 41° 29' 40.66" N (NAD 83) LONGITUDE: 73° 57' 19.85" W (NAD 83)
GROUND ELEVATION:	251± A.M.S.L. (NAVD88)
PROPERTY OWNER:	ABILITY BEYOND DISABILITY 4 BERKSHIRE BLVD. BETHEL, CT 06801
APPLICANT:	ORANGE COUNTY POUGHKEEPSIE LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS 1275 JOHN ST. SUITE 100 WEST HENRIETTA NY 14586



PARCEL NO: 130200-6054-14-347464-0000
OWNER: OWNER: ABILITY BEYOND DISABILITY
4 BERKSHIRE BLVD
BETHEL, CT 06801
LAND AREA: 6.00 ACRES

SITE COORDINATES (SOURCE: RFDS DATED 04/03/17):
LATITUDE: 41° 29' 40.66" N (NAD 83)
LONGITUDE: 73° 57' 19.85" W (NAD 83)
ELEVATION: 251± FEET



SCALE: 1" = 50'

APPLICANT:
verizon
275 JOHN ST.
SUITE 100
WEST HENRIETTA NY 14586
PREPARED BY:
EBI ENGINEERING PC
21 B Street | Burlington, MA 01803
Tel: (781) 273-2500 | Fax: (781) 273-3311
www.ebiconsulting.com

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NO.	DATE	DESCRIPTION	BY
A	11/12/18	90% ISSUE	SM

EBI JOB NO: **8118000249**
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HOWLAND MICRO
PROJECT NO.: **20161509173**
LOCATION CODE: **432846**
110 HOWLAND AVENUE
BEACON, NY 12508
DUTCHESS COUNTY

SHEET TITLE:
SITE PLAN

DRAWN BY: SM	SHEET NO: Z-1
CHECKED BY: AG	
DATE: 11/12/18	

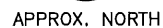


SCALE: 1/8" = 1'-0"

PARCEL NO: 6258-01-081999-0000

OWNER: CROSS COURT ASSOCIATES
204 NEW HACKENSACK RD
WAPPINGERS FALLS, NY 12590

LAND AREA: 6.00 ACRES



- 2 | GENERAL NOTES

- ### 3 SITE NOTES

SHEET NO:

Z-2



- ## 2 ANTENNA MOUNTING NOTES

- ### 3 STANDARD ANTENNA COLOR CODES

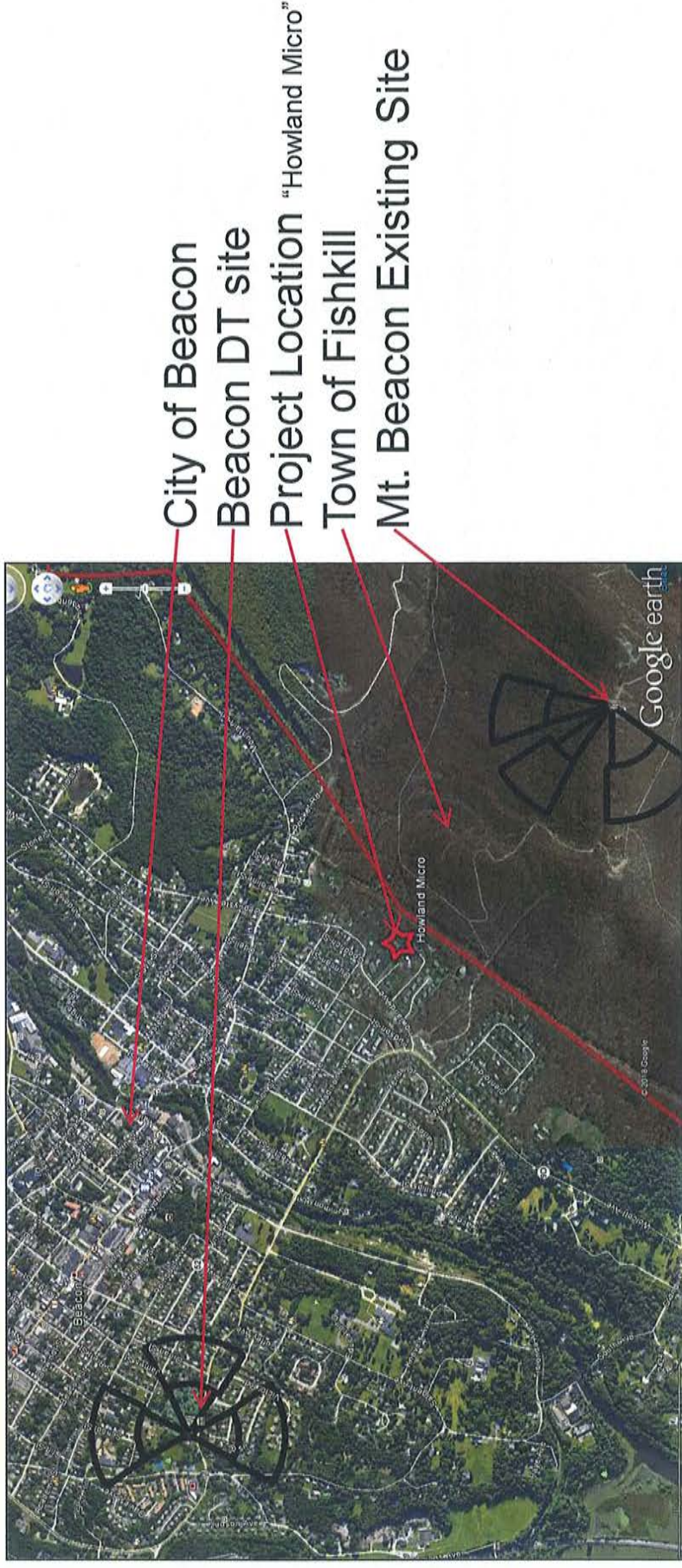
SHEET NO:

Z-3



Verizon Wireless Communications Facility

Engineering Necessity Case – “Howland Micro”



Prepared by: Michael R. Crosby

Project: The project is the installation and operation of a telephone pole mounted wireless telecommunications site in the City of Beacon (the "Project Facility").

verizon

Introduction

The purpose of this subsequent analysis is to summarize and communicate the technical radio frequency (RF) information used in the justification of this new site.

Coverage and/or capacity deficiencies are the two main drivers that prompt the need for a new wireless communications facility/site. All sites provide a mixture of both capacity and coverage for the benefit of the end user.

Coverage can be defined as the existence of signal of usable strength and quality in an area, including but not limited to in-vehicles or in-buildings.

The need for improved coverage is identified by RF Engineers that are responsible for developing and maintaining the network. RF Engineers utilize both theoretical and empirical data sets (propagation maps and real world coverage measurements). Historically, coverage improvements have been the primary justification of new sites.

Capacity can be defined as the amount of traffic (voice and data) a given site can process before significant performance degradation occurs.

When traffic volume exceeds the capacity limits of a site serving a given area, network reliability and user experience degrades. Ultimately this prevents customers from making/receiving calls, applications cease functioning, internet connections time out and data speeds fail. This critical condition is more important than just a simple nuisance for some users. Degradation of network reliability and user experience can affect emergency responders and to persons in a real emergency situation can literally mean life or death.

Project Need Overview

The project area, located within the City of Beacon is currently served by two sites. These sites are overloaded requiring capacity relief. Additionally the project area is impacted by the significant terrain difference between these two serving sites relative to the project area. This excessive difference in terrain combined with distance and area morphology prevents effective capacity and coverage capability of Verizon's RF signals in this area.

The primary serving site is **Mt. Beacon** located in the neighboring town of Fishkill, which is approximately six tenths of a mile south east (of the project location) situated on a mountain top tower located off Mt. Beacon Monument Rd (near Breakneck Ridge Trail). While this site provides coverage (on low band 700MHz) throughout the project area, it does so from such a great difference in elevation (1,200' + difference) that the site is not capable of efficiently or effectively providing the necessary capacity due to Mt. Beacon itself causing excessive interference in and around the project area. This site also provides high band (AWS) service to portions of the project area but again due to the excessive difference in elevation combined with distance to objectives Mt. Beacon is not capable of efficiently or effectively providing the necessary capacity relief and actually degrades area performance and capacity capabilities due to excessive interference in and around the project area (caused by overlapping/overshooting footprint). In order to mitigate the overlapping footprint and improve interference and capacity conditions, Mt. Beacon requires deactivation as it can no longer function properly as an LTE serving site for this area. Regardless of the need to deactivate Mt. Beacon (LTE), additional capacity is currently required even with Mt. Beacon on the air.

The second serving site is **Beacon DT** which is co-located on the roof of a multi-story apartment building off Rt. 9D near South Ave. This site is also requiring capacity relief. While this site is more appropriate for the area than Mt. Beacon, by itself it can not provide the necessary coverage and capacity required to serve the project area.

There are other Verizon sites in this general area but due to distance and terrain they also do not provide any significant overlapping coverage in the area in question that could allow for increased capacity and improved coverage from other sources.

The primary objectives for this project are to increase capacity and improve high band coverage in the Howland Ave, Rt. 9D area including but not limited to portions of Howland, Wolcott Ave, Tioronda Ave, Union St, Depuyster Ave, East Main Street as well as the surrounding residential and commercial areas. In order to offload capacity from Mt. Beacon and Beacon DT a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded sites as well as provide improved high band in building coverage.

Following the search for co-locatable structures to resolve the aforementioned challenges none were found. As a result, Verizon proposes the current application to attach it's antennas to a new 52' tall telephone pole located on Verizon property. Verizon's antennas will utilize 50' for the ACL (Antenna Center Line) with a top of antenna height of 52'. This solution will provide the necessary coverage and capacity improvements needed.

Wireless LTE (Voice and Data) Growth

Each year Verizon experiences substantial increases in data volume including VoLTE (Voice over LTE) that its customers utilize. Data traffic grew 65% between Q3 2016 and Q3 2017 (Ericsson Mobility Report, November 2017)

Machine to Machine communications will also increase the data burden on wireless networks. During the next five years increasingly more services that improve our safety and make our lives easier will become available via the wireless infrastructure, such as:

- Autonomous vehicular communications including automatic 911 notification when airbag deploys.
- Medical monitors that alert caretakers of patient related issues.
- Home alarms that notify people when their child arrives home from school.
- Smart street lights that notify the city when they are not working.
- City garbage cans that let people know when they need to be emptied.
- Tracking watches that can aid in finding lost Alzheimer patients, children, etc.

Explanation of Wireless Capacity

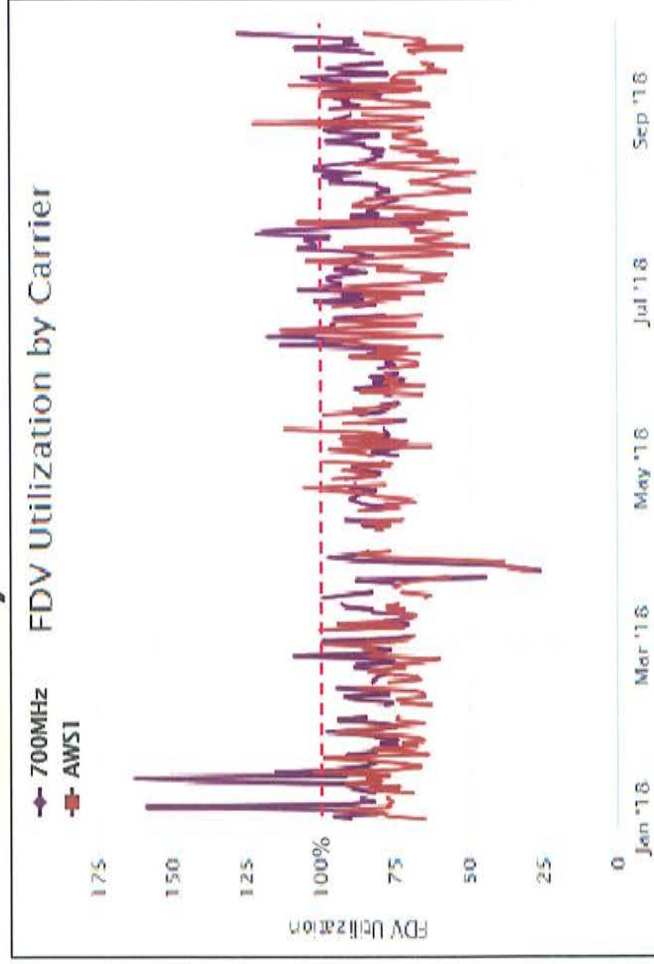


Capacity in this analysis is evaluated with up to three metrics further explained below. These metrics assist in determining actual usage for a given site as well as are used to project when a site is expected to run out of capacity (i.e. reach a point of exhaustion where it can no longer process the volume of voice and data requested by local wireless devices, thus no longer providing adequate service).

- Forward Data Volume ("FDV"), is a measurement of usage (data throughput) on a particular site over a given period of time.
- Average Schedule Eligible User ("ASEU"), is a measurement of the loading of the control channels and systems of a given site.
- Average Active Connections ("AvgAC") is a measurement of the number of devices actively connected to a site in any given time slot.

Verizon Wireless uses proprietary algorithms developed by a task force of engineers and computer programmers to monitor each site in the network and accurately project and identify when sites will approach their capacity limits. Using a rolling two-year window for projected exhaustion dates allows enough time, in most cases, to develop and activate a new site. It is critical that these capacity approaching sectors are identified early and the process gets started and completed in time for new solutions (sites) to be on air before network issues impact the customers.

Capacity Utilization FDV (Mt. Beacon Gamma)



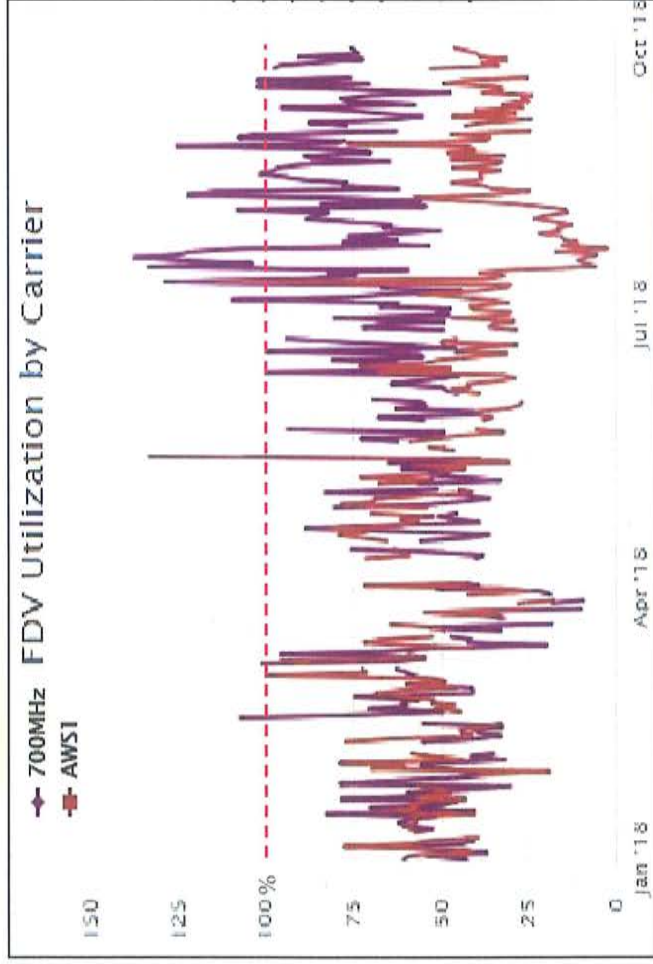
Summary: This graph shows FDV (Forward Data Volume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

The purple line represents the daily max busy hour 700MHz utilization on the **Gamma** sector of the **Mt. Beacon** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Gamma** sector of the **Mt. Beacon** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the FDV separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS) propagation characteristics prevent proper FDV utilization between carriers in coverage challenged areas like the **Electric Blanket** project area. Network densification is required.

Detail: The existing **Mt. Beacon Gamma** sector shown above has exceeded it's capability of supporting FDV requirements as shown by the purple line exceeding the max utilization threshold (red dashed line). While customers served by AWS (high band – dark red line) are not as likely to experience this issue they have recently been subject to this condition as shown by the dark red line exceeding max utilization threshold as well. Keep in mind those customers in weaker RF areas which are more dependent on the low band (700MHz – purple line) continue to experience this issue. Cell edge (weak/variable) conditions create the disparity between high and low bands due to propagation challenges which are more impacted by high band (AWS). FDV is one of three metrics used in this presentation to evaluate capacity capability in this area.

Capacity Utilization FDV (Beacon DT Beta)



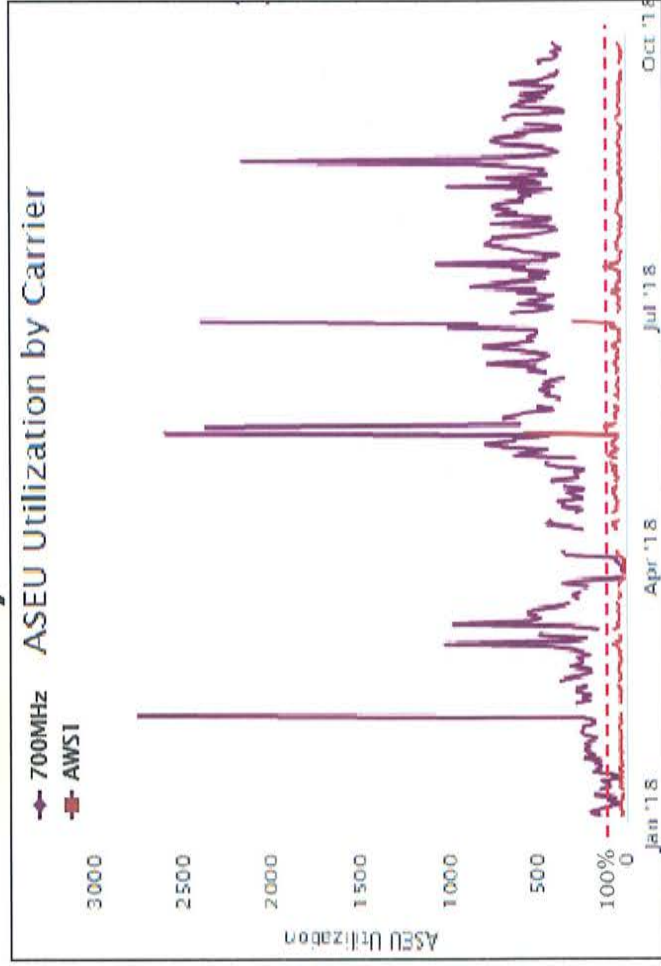
Summary: This graph shows FDV (Forward Data Volume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

The purple line represents the daily max busy hour 700MHz utilization on the **Alpha** sector of the **Beacon DT** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Beta** sector of the **Beacon DT** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the FDV separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS) propagation characteristics prevent proper FDV utilization between carriers in coverage challenged areas like the **Howland Micro** project area. Network densification is required.

Detail: The existing **Beacon DT Beta** sector shown above has recently exceeded it's capability of supporting FDV requirements as shown by the purple and dark red lines exceeding the max utilization threshold (red dashed line). FDV is one of three metrics used in this presentation to evaluate capacity capability in this area.

Capacity Utilization ASEU (Mt. Beacon Gamma)



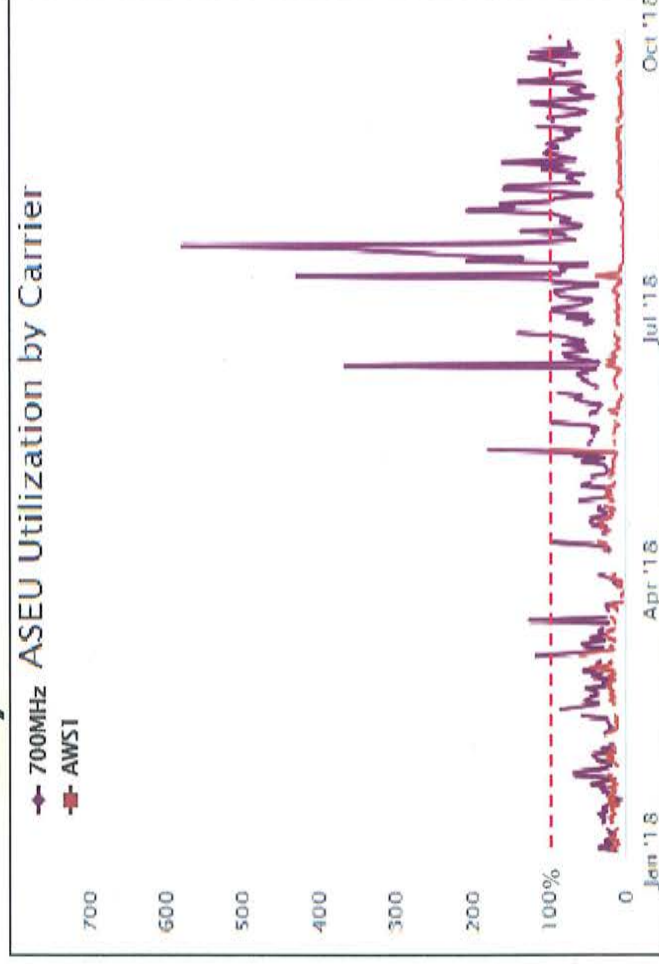
Summary: This graph shows ASEU (Average Schedule Eligible User). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

The purple line represents the daily max busy hour 700MHz utilization on the **Gamma** sector of the **Mt. Beacon** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Gamma** sector of the **Mt. Beacon** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the ASEU separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS) propagation characteristics prevent proper ASEU utilization between carriers in coverage challenged areas like the **Electric Blanket** project area. Network densification is required.

Detail: The existing **Mt. Beacon Gamma** sector cannot support the data traffic demand throughout the extents of the excessively large area it covers. **Mt. Beacon Gamma** is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold line. Cell edge (weak/variable) conditions create the disparity between high and low bands due to propagation challenges which more significantly impact high band (AWS). The **Mt. Beacon** site is too far away to effectively serve this portion of the City of Beacon.

Capacity Utilization ASEU (Beacon DT Beta)



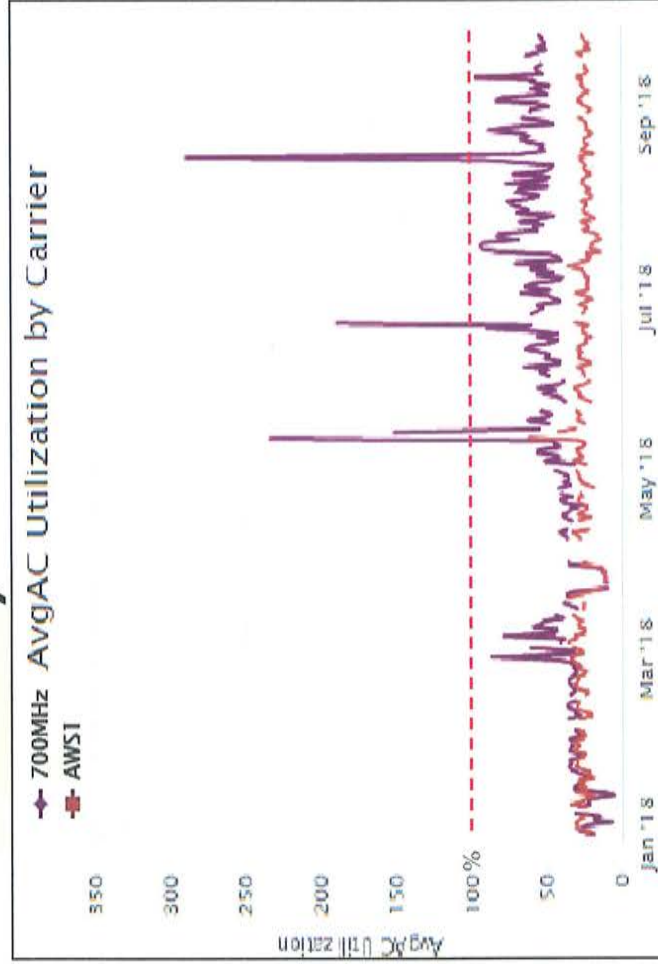
Summary: This graph shows ASEU (Average Schedule Eligible User). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

The purple line represents the daily max busy hour 700MHz utilization on the **Beta** sector of the **Beacon DT** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Beta** sector of the **Beacon DT** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

Displaying the ASEU separately by carrier reveals the inability of high band (AWS) to resolve the capacity issues from existing sites described in this case. High band (AWS/PCS) propagation characteristics prevent proper ASEU utilization between carriers in coverage challenged areas like the **Howland Micro** project area. Network densification is required.

Detail: The existing **Beacon DT Beta** sector cannot support the data traffic demand throughout the extents of the area it covers. **Beacon DT Beta** is already overloaded, as shown by the purple actual use line exceeding the red dashed exhaustion threshold line. Cell edge (weak/variable) conditions create the disparity between high and low bands due to propagation challenges which more significantly impact high band (AWS). The **Beacon DT** site requires network densification throughout it's serving footprint.

Capacity Utilization AvgAC (Mt. Beacon Gamma)



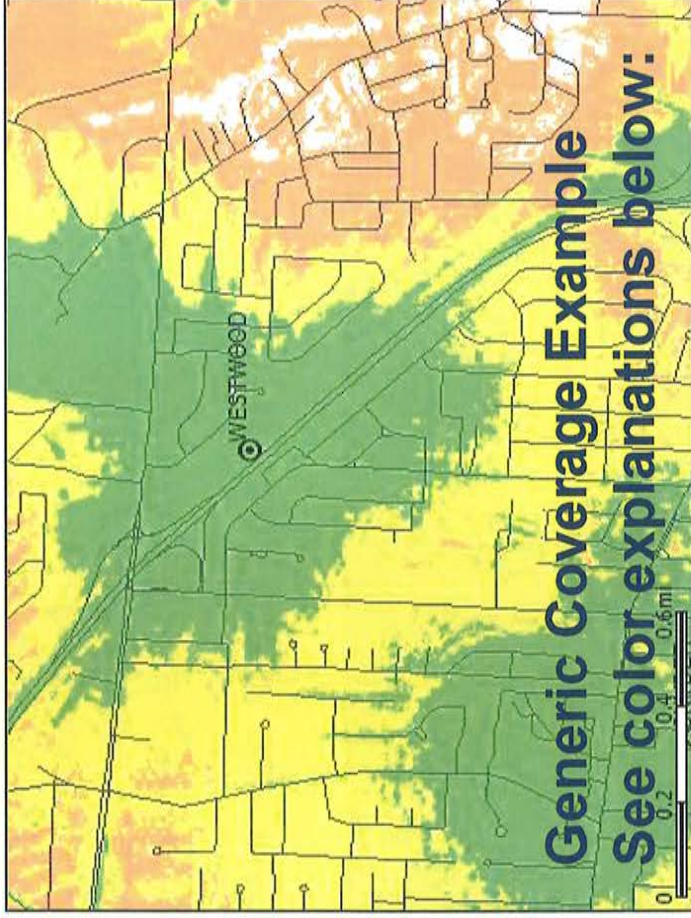
Summary: This graph shows AvgAC (Average Active Connections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures and dropped calls.

The purple line represents the daily max busy hour 700MHz utilization on the **Gamma** sector of the **Mt. Beacon** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Gamma** sector of the **Mt. Beacon** site. The red dashed line is the limit where the sector reaches exhaustion and service starts to significantly degrade. The point in time where we see the purple or dark red lines reach or exceed the red dashed line is when service quickly degrades as usage continues to increase.

This graph helps to reveal foliage impact affecting variable coverage areas which result with a decline in AWS utilization while 700MHz utilization increases at the time of increased springtime foliage. This further complicates capacity offload capability for high band carriers. Network densification is required.

Detail: The existing **Mt. Beacon Gamma** sector cannot support the number of users in the excessively large area it covers and has already reached overloaded conditions recently, as shown by the daily max busy hour utilization line peaking above the red dashed exhaustion threshold line.

Explanation of Wireless Coverage



Coverage is best shown via coverage maps. RF engineers use computer simulation tools that take into account terrain, vegetation, building types, and site specifics to model the RF environment. This model is used to simulate the real world network and assist engineers to evaluate the impact of a proposed site (along with industry experience and other tools).

Most Verizon Wireless sites provide 3G CDMA at 850 MHz and 4G LTE at 700 MHz. As capacity requirements increase, higher frequency PCS (1900 MHz) and AWS (2100 MHz) carriers are added. In some mountaintop situations the high band AWS and PCS carriers are not effective due to excessive distance from the user population.

Coverage provided by a given site is affected by the frequencies used. Lower frequencies propagate further distances, and are less attenuated by clutter than higher frequencies. To provide similar coverage levels at higher frequencies, a denser network of sites is required (network densification).

Note the affect of clutter on the predicted coverage footprint above

Green = -85dBm RSRP, typically serves suburban residential and light commercial buildings (stronger coverage levels may be needed for proper evaluation in urban applications or where more substantial building construction exists)

Yellow = -95dBm RSRP, typically serves most rural/suburban-residential and in car applications

Orange = -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps

White = <-105dBm RSRP, variable to no reliable coverage gap area

More detailed, site-specific coverage slides are later in the presentation

*Signal strength requirements vary as dictated by specific market conditions

Explanation of this Search Area



Howland micro Search Area

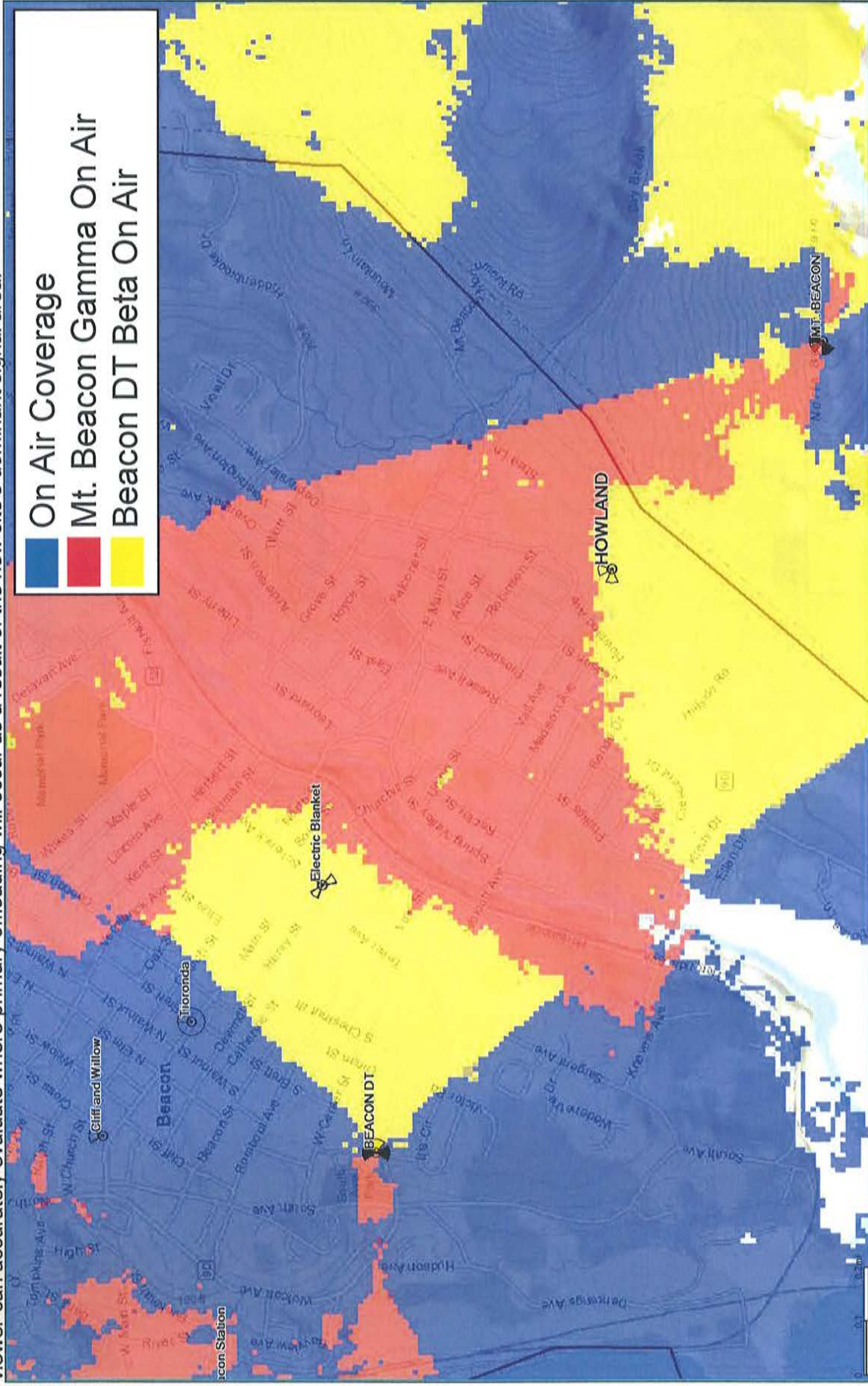
To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new 'micro' cell facility within or as near as possible to this centrally and strategically located area to improve wireless service capacity and coverage. By offloading Beacon DT and displacing traffic from Mt. Beacon with the proposed site, adequate and reliable service will be provided. The new **Howland micro** site will provide dominant and dedicated signal to portions of Beacon helping to improve not only the area roads but also adjacent populated areas.

A **Search Area** is the geographical area within which a new site is targeted to solve a coverage or capacity deficiency. Three of the factors taken into consideration when defining a search area are topography, user density, and the existing network.

- **Topography** must be considered to minimize the obstacles between the proposed site and the target coverage area. For example, a site at the bottom of a ridge will not be able to cover the other side from a certain height.
- In general, the farther from a site the **User Population** is, the weaker the RF conditions are and the worse their experience is likely to be. These distant users also have an increased impact on the serving site's capacity. In the case of a multi sector site, centralized proximity is essential to allow users to be evenly distributed and allow efficient utilization of the site's resources.
- The existing **Network Conditions** also guide the design of a new site. Sites placed too close together create interference due to overlap and are an inefficient use of resources. Sites that are too tall or not properly integrated with existing sites cause interference and degrade service for existing users.
- Existing co-locatable structures inside the search area as well as within a reasonable distance of the search area are submitted by site acquisition and reviewed by RF Engineering. If possible RF will make use of existing or nearby structures before proposing to build new towers.

Existing 700MHz Best Server -95dBm RSRP

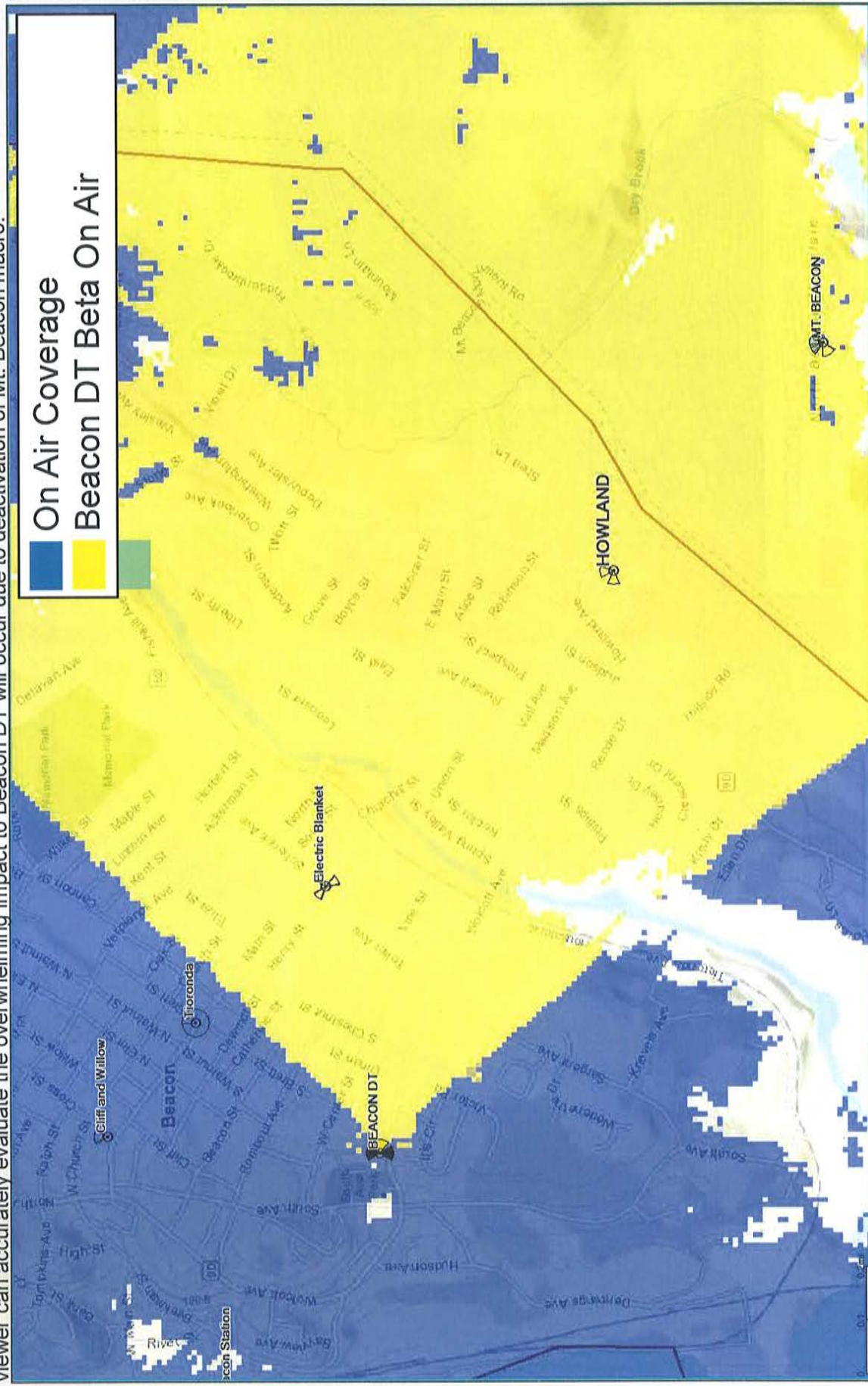
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area.



The map above represents coverage from existing sites/cells, with the cells in need of capacity offload in red (Mt. Beacon Gamma) and yellow (Beacon DT Beta). Blue coverage is from other on air sites/sectors.

Mt. Beacon LTE OFF 700MHz Best Server -95dBm RSRP

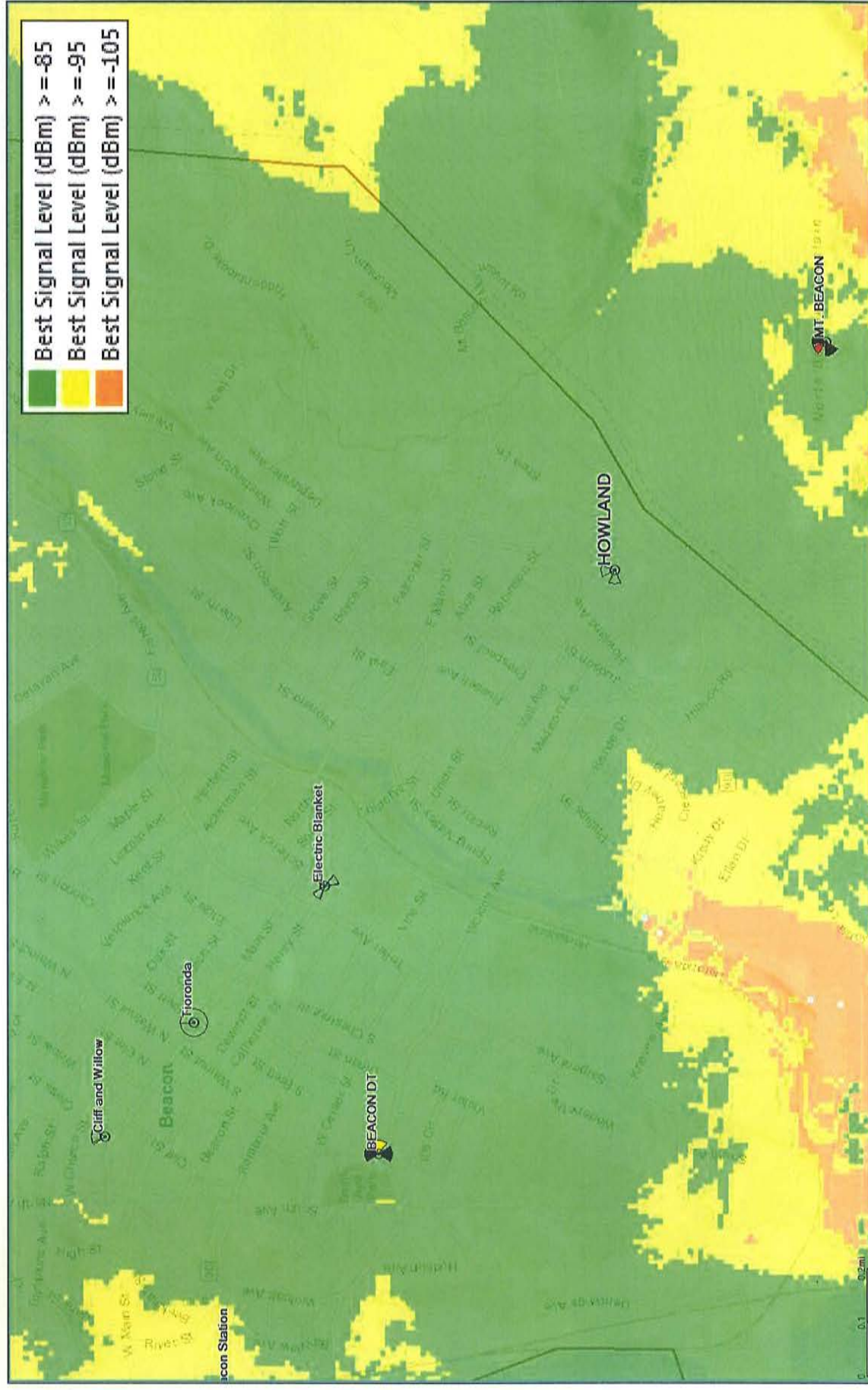
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate the overwhelming impact to Beacon DT will occur due to deactivation of Mt. Beacon macro.



The map above removes the footprint of the existing Mt. Beacon site. There is no low band carriers (700/850MHz) planned for the proposed Howland site. Later in this document are slides showing where the proposed high band carriers (AWS/PCS) will provide offload.

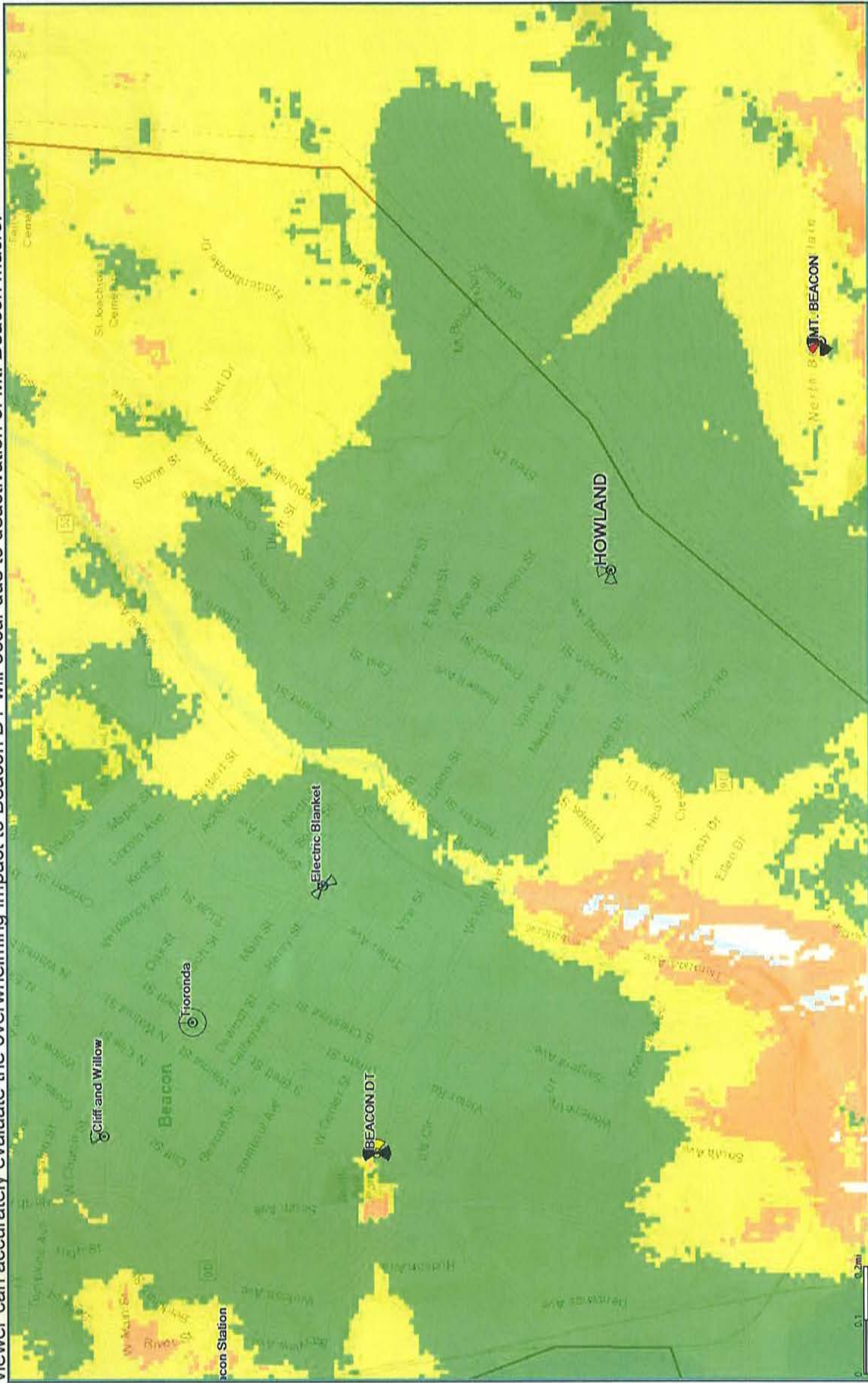
Existing 700MHz Coverage

This coverage map shows existing low band RF conditions in and around the Howland Micro site area.



Mt. Beacon LTE OFF 700MHz Best Server -95dBm RSRP

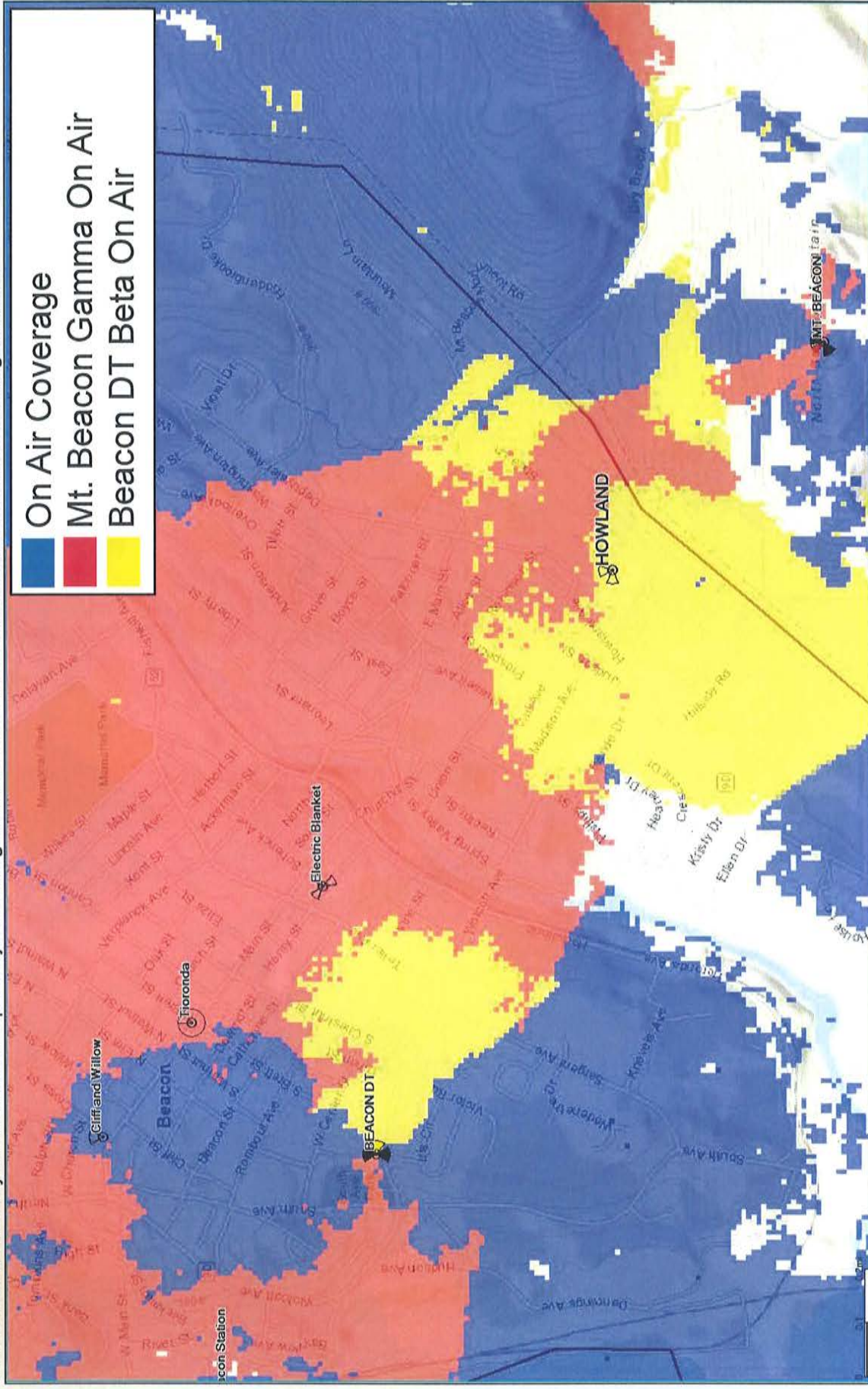
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate the overwhelming impact to Beacon DT will occur due to deactivation of Mt. Beacon macro.



The map above removes the footprint of the existing Mt. Beacon site. There is no low band carriers (700/850MHz) planned for the proposed Howland site. Later in this document are slides showing where the proposed high band carriers (AWS/PCS) will provide offload.

Existing 2100MHz Best Server -95dBm RSRP

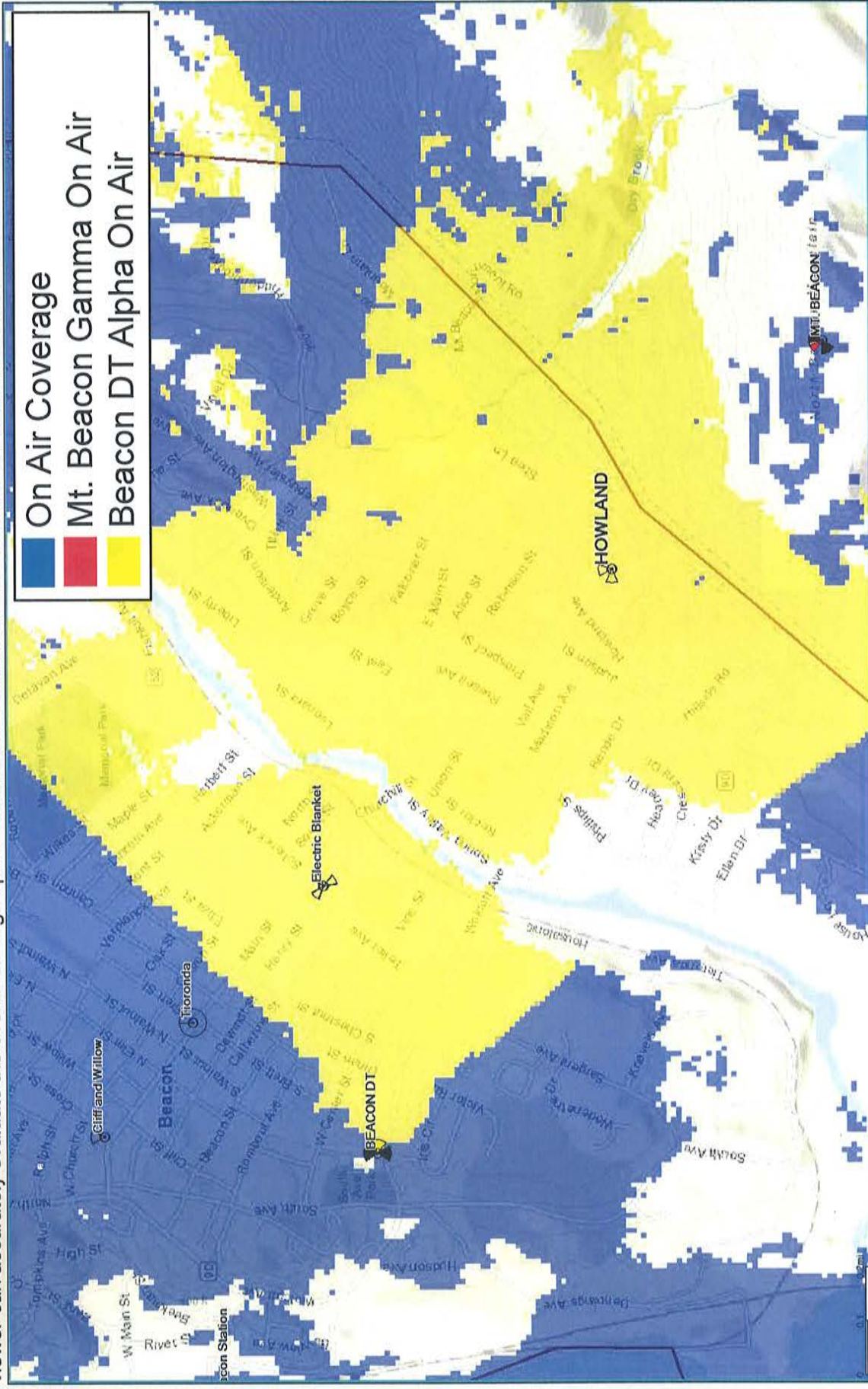
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area.



The map above represents coverage from existing sites/cells, with the cells in need of capacity offload in red (Mt. Beacon Gamma) and yellow (Beacon DT Beta) Blue coverage is from other on air sites/sectors.

Proposed 2100MHz Best Server -95dBm RSRP

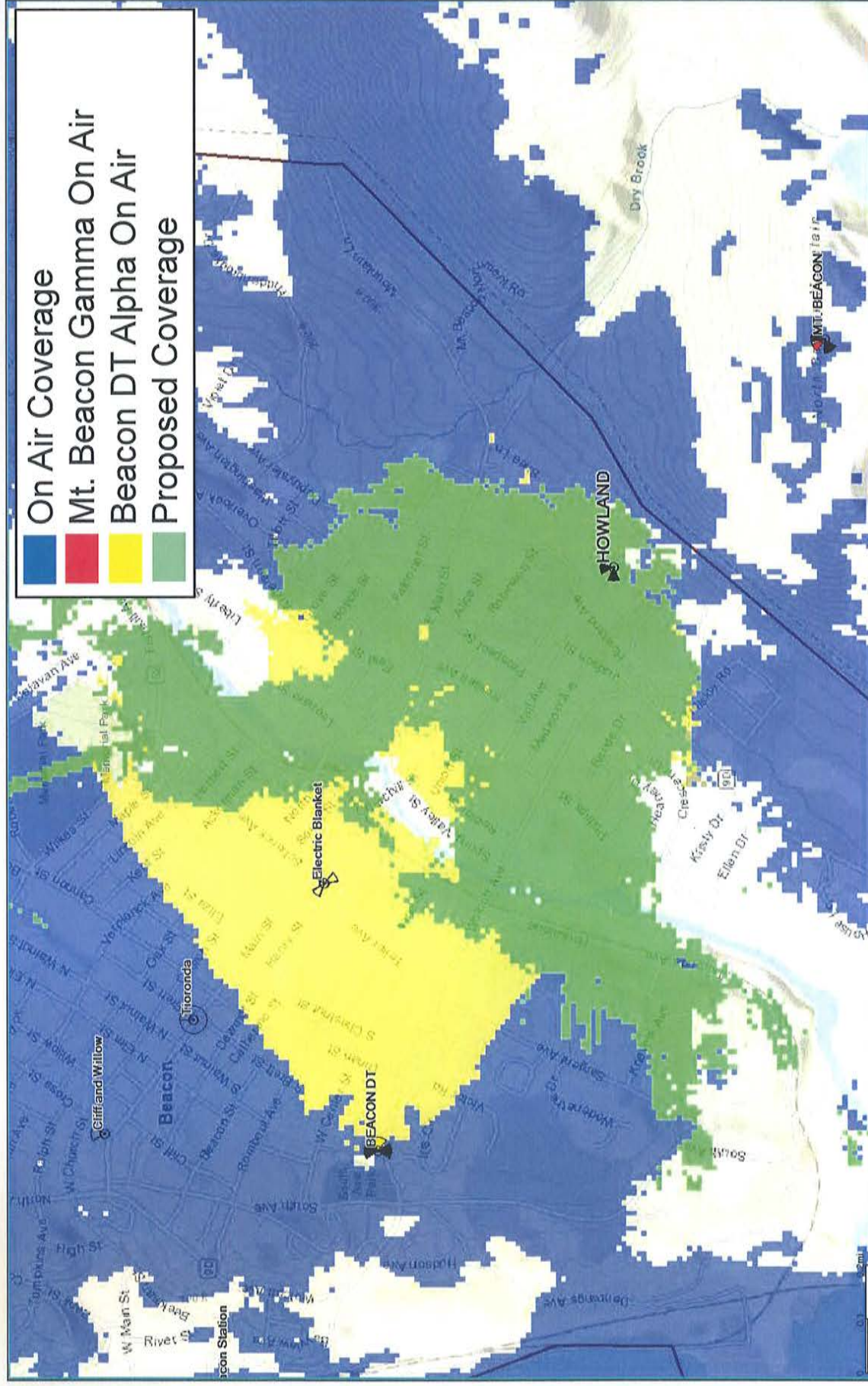
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate the overwhelming impact to Beacon DT will occur due to deactivation of Mt. Beacon macro.



The map above removes the (red) footprint of Mt. Beacon.

Proposed (Mt. Beacon Gamma Off) 2100MHz Best Server -95dBm RSRP

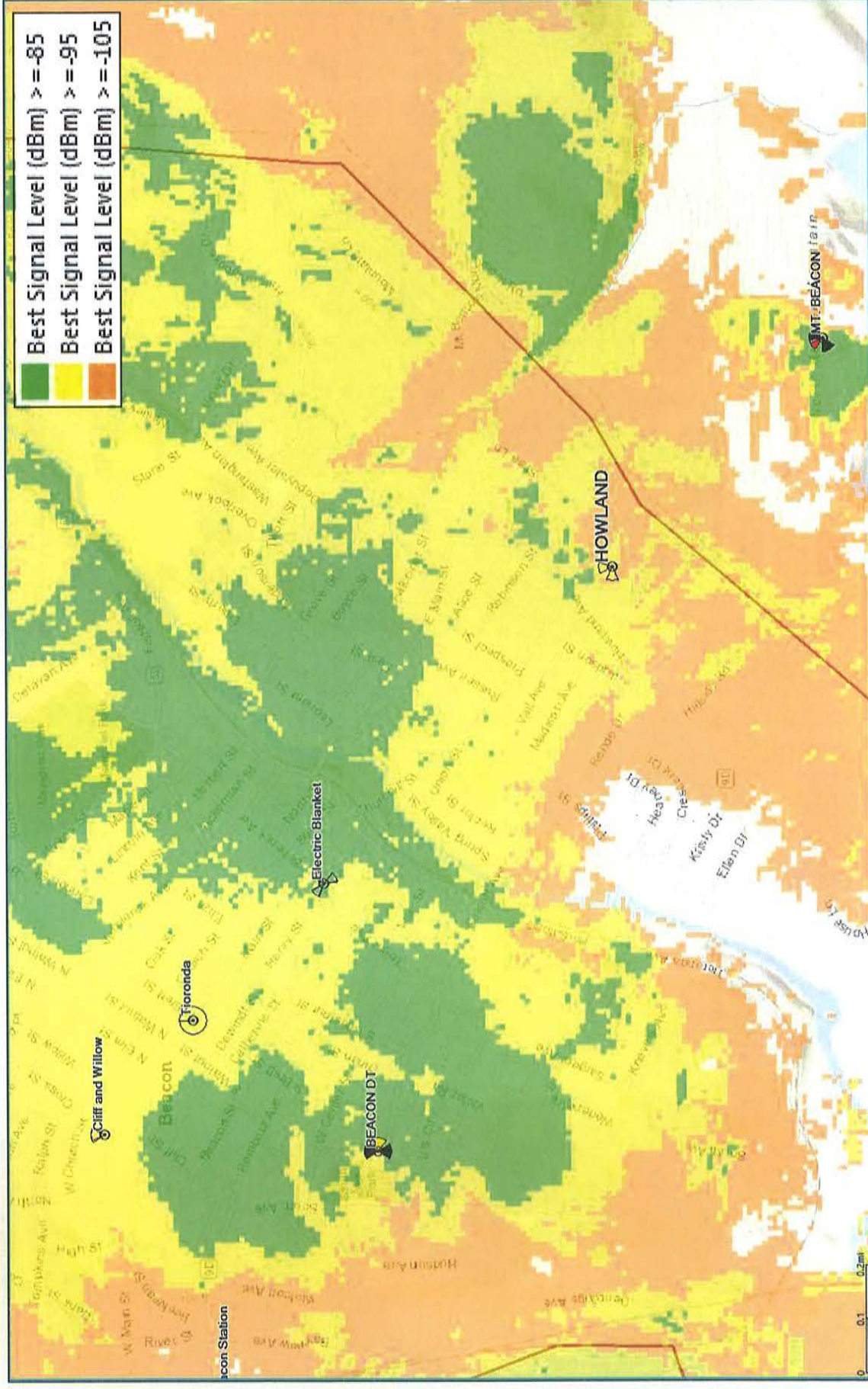
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area (at 50' ACL).



The map above removes the (red) footprint of Mt. Beacon Gamma as it is planned to be shut off due to excessive interference and inability to serve the intended area. The green best server footprint represents the proposed Howland coverage area. Activation of Howland will be a coordinated event along with additional containment of Beacon DT in order to maintain sector dominance and proper network performance.

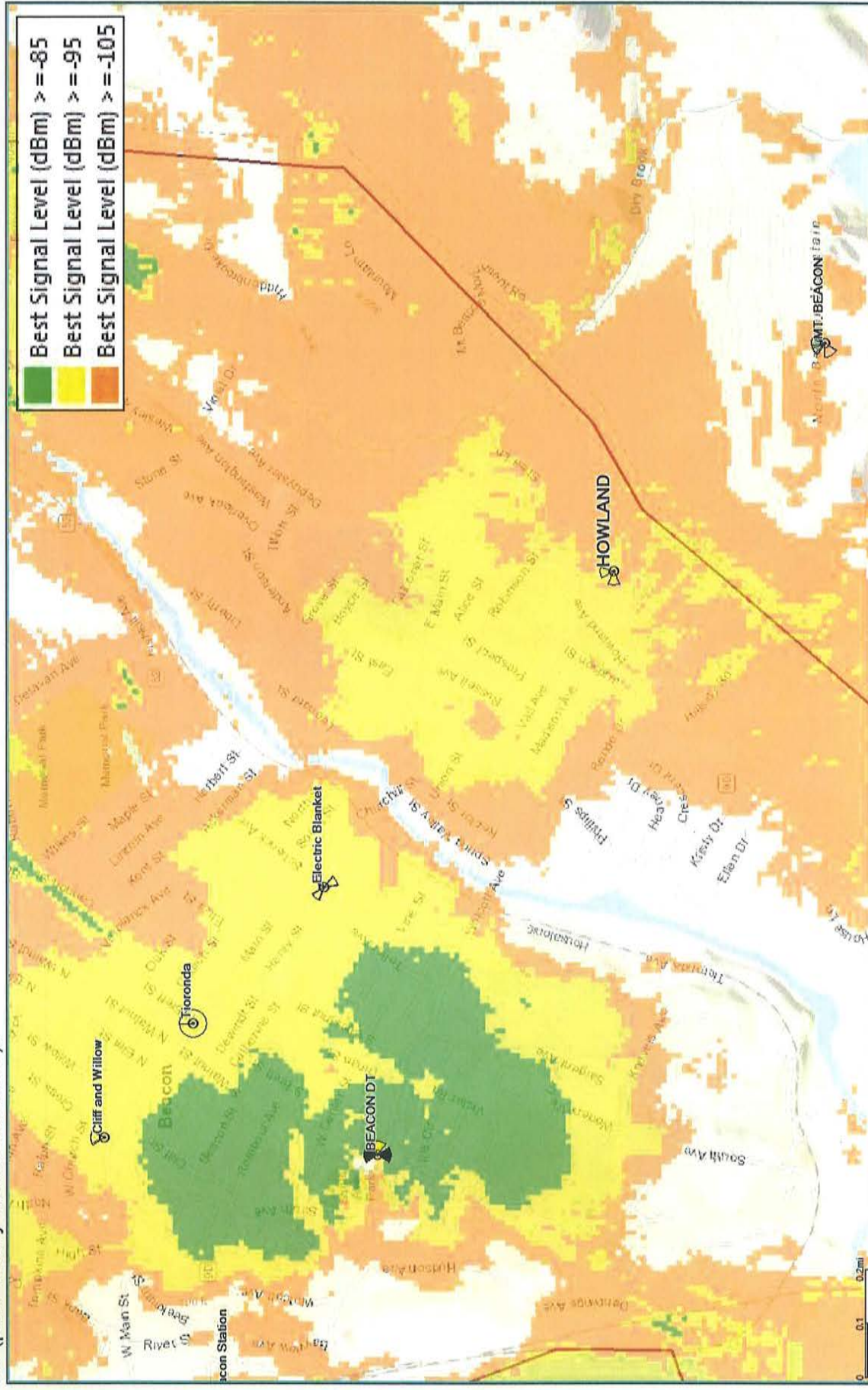
Existing 2100MHz Coverage

This coverage map shows existing high band RF conditions in and around the Electric Blanket site area.



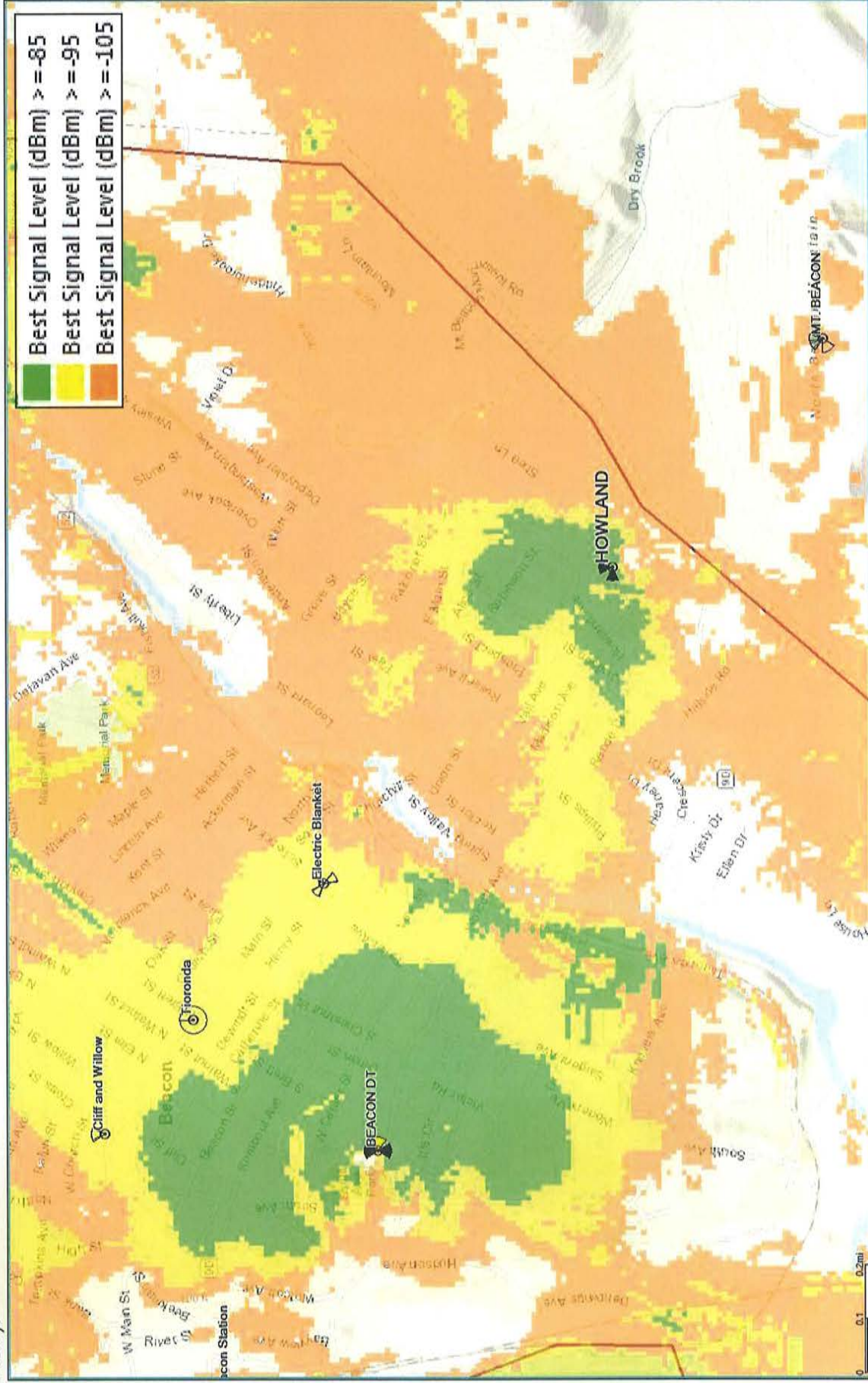
Existing 2100MHz Coverage (Mt. Beacon Gamma Off Air)

This coverage map shows future high band RF conditions in and around the Howland Micro site area after Mt. Beacon Gamma is off air (prior to any new activations).



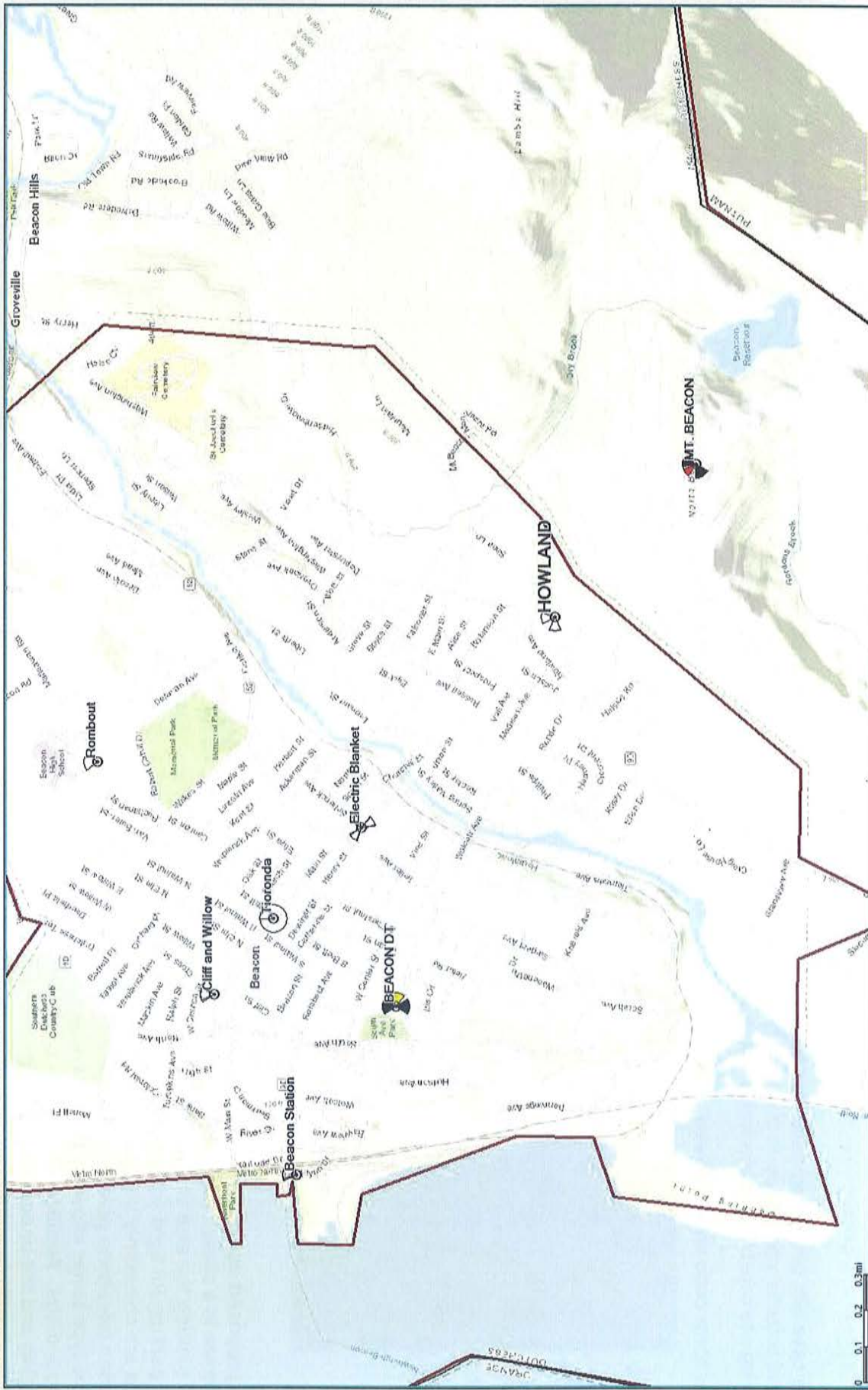
Proposed 2100MHz Coverage

This coverage map shows proposed high band RF conditions (Mt. Beacon off air) in and around the Howland Micro site area (at 50' ACL).



Other sites in development

This map shows the approximate locations of other sites at various stages of development including Beacon Station, Rombout, Cliff and Willow, Tioronda and Beacon, and Willow, Tioronda and Electric Blanket.



Site Selection Analysis and Steath Design

The following candidates were considered throughout the process of developing the Howland ring:

- A. 41.494749°, -73.955751° (Ability Beyond Disability Roof Co-Lo) RF Rejected, ACL too low, obscured by local clutter
- B. 41.494518°, -73.955562° (Ability Beyond Disability Telephone Pole) RF Approved at 50' ACL

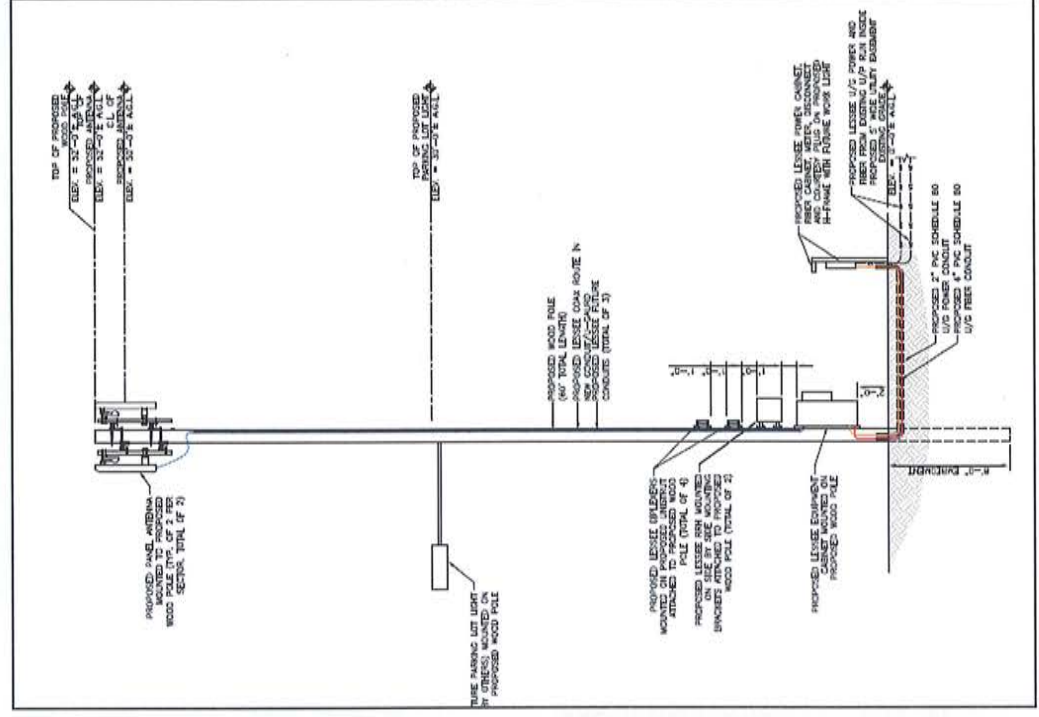
As is the case with other micro sites the search area provided to Site Acquisition (SACQ) by RF Engineering is relatively limited in size which in turn limits the number of potential candidates, in this case there were two. Due to the small nature of the target area, coordination with other sites in design, interest in maximizing site capabilities while limiting the number of solutions required limits the areas where this site will work as identified below.

The new town code was reviewed and there were no city owned or higher priority potential sites available to co-locate on in this area.

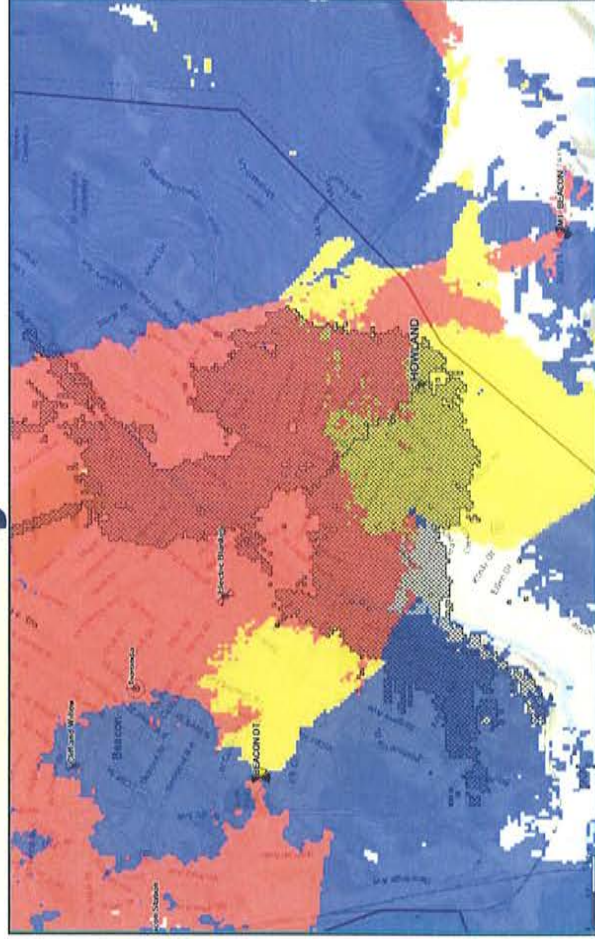


Search Area

The proposed use of a wooden telephone pole to mount the required antennas is a stealth proposal. The antennas are flush mounted to the pole limiting the size of the antenna array. This pole can also be utilized as a parking lot light structure as shown in the elevation view. Telephone poles are commonly utilized in this area of the city and by use of a wooden telephone pole versus a steel monopole, self support or other lattice type tower allows the proposed application to blend into the surroundings. Additionally since it is located between the adjacent building and the unpopulated hillside it is out of the way with no skyline profile. It will blend into the hillside by design achieving stealth.



RF Justification Summary



The proposed site at 50' improves coverage and capacity within the entire shaded area shown above. The significant gaps within these areas which currently result with overburdened low band conditions as shown on slides 8&9 will be significantly improved and are expected to be resolved in conjunction with other area activations planned which will allow for deactivation of Mt. Beacon Gamma sector.

The network was analyzed to determine whether there is sufficient **RF coverage and capacity** in the City of Beacon. It was determined that there are significant gaps in adequate LTE service for Verizon Wireless in the 700 and 2100MHz frequency bands. In addition to the coverage deficiencies, Verizon Wireless' network does not have sufficient capacity (low band or high band) to handle the existing and projected LTE voice and data traffic in the area near and neighboring the proposed Howland micro facility ("targeted service improvement area"). Based on the need for additional coverage and capacity while considering the topography and wide area requiring service, any further addition of capacity to long distance existing sites does not remedy Verizon's significant gap in reliable service. Therefore, the proposed facility is also needed to provide "**capacity relief**" to the existing nearby Verizon Wireless sites, allowing the proposed facility and those neighboring sites to adequately serve the existing and projected capacity demand in this area.

With the existing network configuration there are significant gaps in service which restricts Verizon Wireless customers from originating, maintaining or receiving reliable calls and network access. It is our expert opinion that the proposed height will satisfy the coverage and capacity needs of Verizon Wireless and its subscribers in this portion of Beacon and the Howland micro project area. The proposed location depicted herein satisfies the identified service gaps and is proposed at the minimum height necessary for adequate service.

Michael R. Crosby

Michael R. Crosby
Engineer IV – RF Design
Verizon Wireless

VERIZON WIRELESS MAINTENANCE AND INSPECTION PLAN
HOWLAND MICRO FACILITY

Verizon Wireless will maintain the approved communications facility located at 110 Howland Avenue, Beacon, New York in a safe manner and in compliance with all applicable conditions any necessary approvals granted from the City of Beacon, as well as all applicable and permissible codes, ordinances and regulations, including any and all applicable city, county, state and federal laws, rules and regulations.

The approved communications facility will be unmanned, and will be visited by Network Operations personnel for routine maintenance and inspection purposes approximately one to three times per year (as needed). Verizon Wireless will maintain the tower and any roads or surrounding areas under its control in a good and safe condition. A records log will be kept at the site to keep track of any issues identified at the site visits.

The site will also be hard wired to Verizon Wireless Network Operation Center ("NOC"), which is manned twenty-four hours a day, seven days a week, 365 days a year. If there is a significant issue at the facility, it will trigger an alarm at the NOC and an appropriate response will be provided.

Any items requiring maintenance or repair will be addressed in a prompt and workman-like manner by qualified professions.

November 19, 2018

MILLENNIUM ENGINEERING, P.C.

132 Jaffrey Road
Malvern, Pennsylvania 19355

Cell: 610-220-3820
www.millenniumeng.com

Fax: 610-644-4355
Email: pauldugan@comcast.net

November 6, 2018

Attn: Naveen Gupta, RF Design Engineer
Verizon Wireless
1275 John Street, Suite# 100
West Henrietta, NY 14586

Re: RF Safety FCC Compliance of Proposed Communications Facility
Site Name: Howland Micro, Proposed 52' Wooden Lightpole
110 Howland Avenue, Beacon, NY 12508 (City of Beacon, Dutchess County)
Latitude 41° 29' 40.44" N, Longitude 73° 57' 19.92" W (NAD83), G.E. 274' A.M.S.L.

Dear Mr. Gupta,

I have performed an analysis to provide an independent determination and certification that the proposed Verizon Wireless communications facility at the above referenced property will comply with Federal Communications Commission (FCC) exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields (Code of Federal Regulation 47 CFR 1.1307 and 1.1310). As a registered professional engineer, I am under the jurisdiction of the State Registration Boards in which I am licensed to hold paramount the safety, health, and welfare of the public and to issue all public statements in an objective and truthful manner.

The proposed communications facility consists of a proposed 52' wooden lightpole at the above referenced property. The proposed Verizon Wireless antenna configuration from the information furnished to me consists of (1) 1900/2100 MHz (LTE) dualband antenna (CommScope NHH-45A-R2B or equivalent) on each of two faces (total of 2 antennas) spaced with azimuths of 335/270 degrees on the horizontal plane at a centerline of 50' above ground level and no mechanical downtilt. Transmitting from these antennas will be (1) 1900 MHz LTE wideband channel and (1) 2100 MHz LTE wideband channel per face. The proposed Verizon Wireless antennas will be mounted at the top of the proposed pole at a centerline of 2' below the top of the pole and 20' above the proposed parking lot light.

The following assumptions are made for reasonable upper limit radiofrequency operating parameters for the proposed facility due to the Verizon Wireless antennas alone:

- (1) 1900/2100 MHz (LTE) dualband transmit antenna per face at 0-10 degrees mechanical downtilt
- (1) 1900 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- (1) 2100 MHz LTE wideband channel/face at 4x40W max power/face before cable loss/antenna gain
- The facility would be at or near full capacity during busy hour

Using the far-field power density equations from FCC Bulletin OET 65, the power density at any given distance from the antennas is equal to $0.360(ERP)/R^2$ where R is the distance to the point at which the exposure is being

calculated. The given equation is a conversion of the OET 65 power density equation for calculating power density given the distance in feet and the result in metric units (mW/cm^2). This calculated power density assumes the location is in the main beam of the vertical pattern of the antenna. After making an adjustment for the reduction in power density due to the vertical pattern of the transmit antenna, the calculated ground level power density is well below 1 % of the FCC general population exposure limit at any distance from the antenna system of Verizon Wireless.

The 1900 MHz (PCS) "C4/C5 Block" transmit frequencies (1980-1990 MHz), which Verizon Wireless is licensed by the FCC to operate, have an uncontrolled/general population maximum permissible exposure (MPE) FCC limit of $1000 \mu\text{W}/\text{cm}^2$ or $1 \text{ mW}/\text{cm}^2$. The 2100 MHz (AWS) "B Block", "C Block" and "D Block" transmit frequencies (2120-2130, 2130-2135, 2135-2140 MHz), which Verizon Wireless is also licensed by the FCC to operate, have an uncontrolled/general population MPE FCC limit of $1000 \mu\text{W}/\text{cm}^2$ or $1 \text{ mW}/\text{cm}^2$. Therefore, the exposure at ground level at any distance from the structure would substantially below 1 % of the FCC general population exposure limits due to the Verizon Wireless antenna alone. The extremely low ground exposure levels are due to the elevated positions of the antennas on the structure and the low power which these systems operate. See Figures 1 and 2 in back of this report which discuss the relationship between height, proximity or distance, and orientation to level of electromagnetic field exposure.

I have performed a near-field analysis to determine the exposure levels directly in front of the proposed Verizon Wireless antennas for the safety of occupational workers. **The calculated exposure is below the FCC occupational exposure limits at 3 feet directly in front of the antennas.** As a general rule, occupational workers should maintain a distance of 3 feet from all transmitting antennas.

In summary, the proposed communications facility will comply with all applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65). Federal law (FCC Rule Title 47 CFR 1.1307 and 1.1310) sets the national standard for compliance with electromagnetic field safety. The FCC exposure limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI). **Thus, there is full compliance with the standards of the IRPA, FCC, IEEE, ANSI, and NCRP.**

General Information on Electromagnetic Field Safety

Verizon Wireless facilities transmit and receive low power electromagnetic fields (EMF) between base station antennas and handheld portable cell phones. The radiofrequency energy from these facilities and devices is non-ionizing electromagnetic energy. Non-ionizing, unlike X-Rays or other forms of potentially harmful energy in the microwave region, is not cumulative over time nor can the energy change the chemical makeup of atoms (e.g. strip electrons from ions). "Non-ionizing" simply means that the energy is not strong enough to break ionic bonds.

Safe levels of electromagnetic fields were determined by numerous worldwide organizations, such the International Committee for Non-Ionizing Radiation Protection, a worldwide multi-disciplinary team of researchers and scientists studying the effects of non-ionizing radiofrequency energy such as that emitted by base stations or cell phones. The FCC did not arbitrarily establish their own standards, but rather adopted the recommendations of all leading organizations that set standards and research the subject such as the Institute of Electrical and Electronics Engineers (IEEE), American National Standards Institute (ANSI), and National Council on Radiation Protection and Measurements (NCRP).

When Verizon Wireless, or any commercial wireless communications licensee, is located on an antenna structure such as a self-supporting lattice type tower, lattice tower, guyed tower, watertank, etc. the antennas are typically

10 meters or more above ground level (10 meters = 32.81 feet). With the relatively low power and elevated positions of the antennas on the structure with respect to ground level, the maximum ground level exposure can rarely approach 1 % of the applicable FCC exposure limit regardless of how many sets of antennas are collocated on the structure. For this reason, the FCC considers the facilities "categorically excluded" from routine evaluation at antenna heights above 10 meters (or above 32.81 feet). Categorical exclusion exempts a site from routine on-site evaluation. However, the facility is not excluded from compliance with the federal exposure limits and guidelines. The types of facilities used by Verizon Wireless typically elevated on antenna structures (away from access to close proximity, i.e. greater than 10 meters or 32.81 feet) simply cannot generate ground level exposure levels that approach the limits under any circumstances.

From a regulatory perspective, the FCC has sole jurisdiction over the regulation of electromagnetic fields from all facilities and devices. The FCC has established guidelines and limits over emissions and exposure to protect the general public. The FCC also has certain criteria that trigger when an environmental evaluation must be performed. The criteria are based on distance from the antennas (accessibility) and transmit power levels.

CONCLUSIONS:

1) The proposed communications facility will comply with electromagnetic field safety standards by a substantial margin (well below 1 %) in all publicly accessible areas. This includes the base of the proposed structure and any areas in proximity to the proposed structure.

2) Verizon Wireless takes appropriate measures to ensure that all telecommunications facilities (including this proposed facility) comply with applicable exposure limits and guidelines adopted by the FCC governing human exposure to radiofrequency electromagnetic fields (FCC Bulletin OET 65).

3) In cases where such compliance exists, the subject of electromagnetic field safety is preempted. The Telecommunications Act of 1996 states that: "No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the [FCC's] regulations concerning such emissions." Telecommunications Act of 1996, § 332[c][7][B][iv].

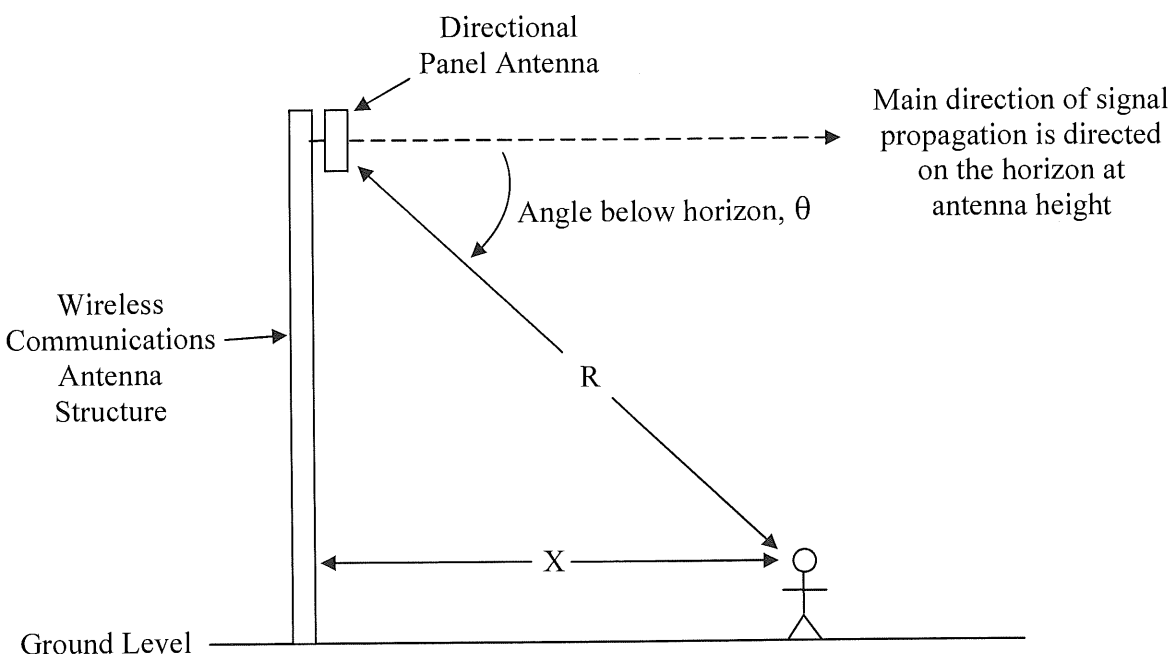
Respectfully,



Paul Dugan, P.E.
Registered Professional Engineer
New York License Number 79144

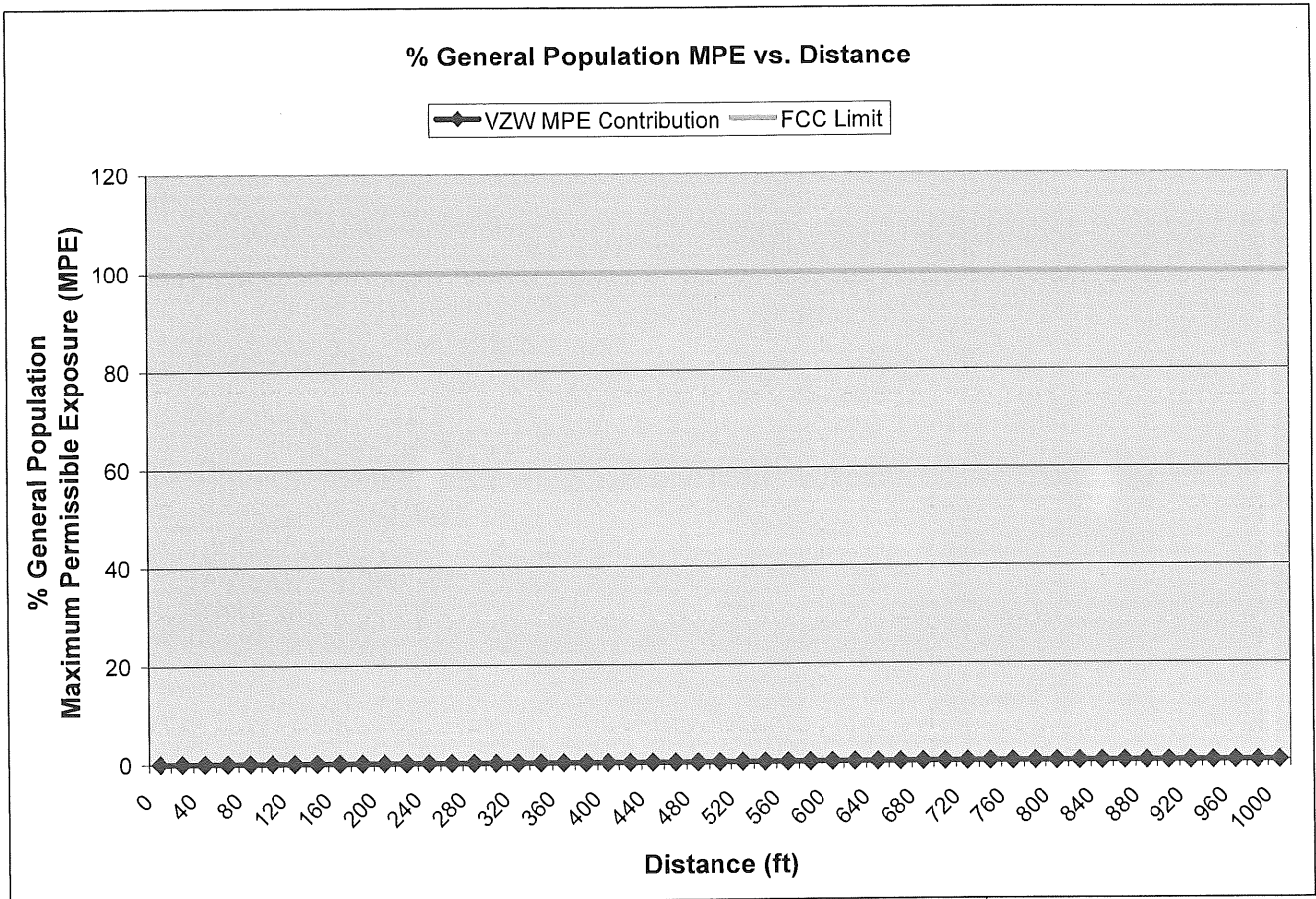


FIGURE 1: Diagram of Electromagnetic Field Strength as a Function of Distance and Antenna Orientation



The above diagram illustrates the conceptual relationship of distance and orientation to directional panel antennas used in wireless communications. At the base of the structure ($x = 0$), the distance R is a minimum when the angle of the direction of propagation θ is a maximum. As one moves away from the antenna structure, the horizontal distance X increases as well as the distance R to the antennas while the angle below the horizon decreases. For this reason, electromagnetic fields from these facilities remain fairly uniform up to a few hundred feet and continue to taper off with distance. As noted in the report, the electromagnetic fields from these types of facilities are hundreds of times below safety standards at any distance from the antenna structure, making them essentially indistinguishable relative to other sources of electromagnetic fields in the environment due to the elevated heights of the antennas and the relatively low power at which these systems operate.

FIGURE 2: Graph of MPE Contribution vs. Distance



The above graph represents the contribution of Verizon Wireless to the composite electromagnetic field exposure level at any distance from the base of the structure. The contribution of Verizon Wireless will remain well under 1% of the FCC general population maximum permissible exposure (MPE) at any distance as shown.

DECLARATION OF ENGINEER

Paul Dugan, P.E., declares and states that he is a graduate telecommunications consulting engineer (BSE/ME Widener University 1984/1988), whose qualifications are a matter of record with the Federal Communications Commission (FCC). His firm, Millennium Engineering, P.C., has been retained by Verizon Wireless to perform power density measurements or calculations for an existing or proposed communications facility and analyze the data for compliance with FCC exposure limits and guidelines for human exposure to radiofrequency electromagnetic fields.

Mr. Dugan also states that the calculations or measurements made in the evaluation were made by himself or his technical associates under his direct supervision, and the summary letter certification of FCC compliance associated with the foregoing document was made or prepared by him personally. Mr. Dugan is a registered professional engineer in the Jurisdictions of Pennsylvania, New Jersey, Delaware, Maryland, Virginia, New York, Connecticut, District of Columbia, West Virginia and Puerto Rico with 30 years of engineering experience. Mr. Dugan is also an active member of the Association of Federal Communications Consulting Engineers, the National Council of Examiners for Engineering, the National Society of Professionals Engineers, the Pennsylvania Society of Professional Engineers, and the Radio Club of America. Mr. Dugan further states that all facts and statements contained herein are true and accurate to the best of his own knowledge, except where stated to be in information or belief, and, as to those facts, he believes them to be true. He believes under penalty of perjury the foregoing is true and correct.



Paul Dugan, P.E.

Executed this the 6th day of November, 2018.

PAUL DUGAN, P.E.
132 Jaffrey Road
Malvern, Pennsylvania 19355

Cell: 610-220-3820
Fax: 610-644-4355
Email: pauldugan@comcast.net
Web Page: www.millenniumeng.com

EDUCATION: Widener University, Chester, Pennsylvania
Master of Business Administration, July 1991
Master of Science, Electrical Engineering, December 1988
Bachelor of Science, Electrical Engineering, May 1984

PROFESSIONAL ASSOCIATIONS: **Registered Professional Engineer** in the following jurisdictions:

Pennsylvania, License Number PE-045711-E
New Jersey, License Number GE41731
Maryland, License Number 24211
Delaware, License Number 11797
Virginia, License Number 36239
Connecticut, License Number 22566
New York, License Number 079144
District of Columbia, License Number PE-900355
West Virginia, License Number 20258
Puerto Rico, License Number 18946

Full member of **The Association of Federal Communications Consulting Engineers**
(www.afcce.org) January 1999 to Present
Elected to serve on the Board of Directors for 2006-2007

Full member of **The National Society of Professional Engineers** (www.nspe.org) and the
Pennsylvania Society of Professional Engineers (www.pspe.org) June 2003 to Present
Currently serving on the Board of Directors of the Valley Forge Chapter and as South East Region Vice-Chair for the "Professional Engineers in Private Practice" Executive Committee

Actively participate in **Chester County ARES/RACES** (CCAR www.w3eoc.org) which prepares and provides emergency backup communications for Chester County Department of Emergency Services, March 2005 to Present

Full member of **The National Council of Examiners for Engineering**
(www.ncees.org) May 2001 to Present

Full Member of **The Radio Club of America**
(www.radio-club-of-america.org) December 2003 to present

PROFESSIONAL EXPERIENCE: Millennium Engineering, P.C., Malvern, Pennsylvania
Position: **President**, August 1999 to Present (www.millenniumeng.com)

Verizon Wireless, Plymouth Meeting, Pennsylvania
Position: **Cellular RF System Design/Performance Engineer**, April 1990 to August 1999

Communications Test Design, Inc., West Chester, Pennsylvania
Position: **Electrical Engineer**, May 1984 to April 1990

MILLENNIUM ENGINEERING, P.C.

132 Jaffrey Road
Malvern, Pennsylvania 19355

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November 6, 2018

Attn: Naveen Gupta, RF Design Engineer
Verizon Wireless
1275 John Street, Suite# 100
West Henrietta, NY 14586

Re: Non-Interference Certification of Proposed Communications Facility
Site Name: Howland Micro, Proposed 52' Wooden Lightpole
110 Howland Avenue, Beacon, NY 12508 (City of Beacon, Dutchess County)
Latitude 41° 29' 40.44" N, Longitude 73° 57' 19.92" W (NAD83), G.E. 274' A.M.S.L.

Dear Mr. Gupta,

I have performed an analysis to provide an independent interference evaluation and certification that the proposed Verizon Wireless communications facility at the above referenced property will comply with Federal Communications Commission (FCC) licensed operating parameters and that the system will be free of disruptive radiofrequency interference or cause interference to other wireless systems. As a registered professional engineer, I am under the jurisdiction of the State Registration Boards in which I am licensed to hold paramount the safety, health, and welfare of the public and to issue all public statements in an objective and truthful manner.

The proposed communications facility consists of a proposed 52' wooden lightpole at the above referenced property. The proposed Verizon Wireless antenna configuration from the information furnished to me consists of (1) 1900/2100 MHz (LTE) dualband antenna (CommScope NHH-45A-R2B or equivalent) on each of two faces (total of 2 antennas) spaced with azimuths of 335/270 degrees on the horizontal plane at a centerline of 50' above ground level and no mechanical downtilt. Transmitting from these antennas will be (1) 1900 MHz LTE wideband channel and (1) 2100 MHz LTE wideband channel per face. The proposed Verizon Wireless antennas will be mounted at the top of the proposed pole at a centerline of 2' below the top of the pole and 20' above the proposed parking lot light.

In Dutchess County, Verizon Wireless is licensed by the FCC to transmit in the 1900 MHz (PCS) "C4/C5 Block" transmit frequencies (1980-1990 MHz) and the 2100 MHz (AWS) "B Block", "C Block" and "D Block" transmit frequencies (2120-2130, 2130-2135, 2135-2140 MHz).

Verizon Wireless, other commercial wireless communications licensees, broadcast facilities, public safety communications systems, and utility companies collocate routinely with some basic precautions and there will be no interference issues with the proposed antennas. The licensees that collocate on these types of structures all must operate within their licensed operating parameters. A commercial wireless communications antenna system operates at a frequency and power level authorized by the FCC and, with proper precautions, will not interfere with antenna systems of other commercial wireless services, public safety telecommunications, airport navigation, broadcast radio and television, cordless phones, computers, etc., or other community office or

residential household appliances. The different operating frequencies and relatively low power that commercial wireless communications antenna systems operate allow these systems to co-exist in close proximity.

When two or more wireless communications systems co-exist on the same structure or in very close proximity, there is the potential for many forms of interference between systems, such as intermodulation distortion. For the proposed facility subject to this application, no other base station antennas are in close proximity for which to model for intermodulation.

There is nothing commercial wireless communications licensees could gain by operating (intentionally or inadvertently) outside of their licensed operating parameters. The network equipment used by the licensees is designed to operate at certain frequencies and power levels and sharp filtering is designed into the transmit/receive paths to ensure a clean radio system. The technicians who visit the facility for routine maintenance generally perform FCC testing to ensure proper operation of the facility and the systems are monitored remotely twenty-four hours a day, seven days per week. Furthermore, radios are designed so that virtually any type of radio equipment malfunction would cause the radio to shut down.

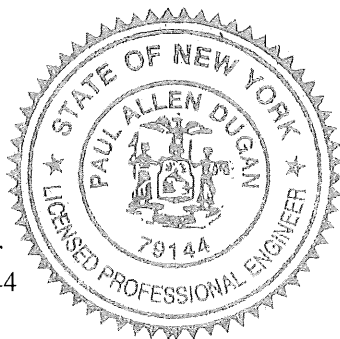
The FCC has remediation processes to help protect the community. If a complaint is filed with the FCC, the FCC would investigate the complaint and notify the licensee to resolve any issues whether actual or perceived. Failure to comply or negligence on the part of the licensee may result in stiff fines.

In summary, the proposed communications facility will not cause any disruptive interference with any transmitter or receiver that will co-exist at, on or near the same communications structure.

Respectfully,



Paul Dugan, P.E.
Registered Professional Engineer
New York License Number 79144



DECLARATION OF ENGINEER

Paul Dugan, P.E., declares and states that he is a graduate telecommunications consulting engineer (BSE/ME Widener University 1984/1988), whose qualifications are a matter of record with the Federal Communications Commission (FCC). His firm, Millennium Engineering, P.C., has been retained by Verizon Wireless to perform a collocation interference analysis for an existing or proposed communications facility.

Mr. Dugan also states that the calculations or measurements made in the evaluation were made by himself or his technical associates under his direct supervision, and the summary letter certification of FCC compliance associated with the foregoing document was made or prepared by him personally. Mr. Dugan is a registered professional engineer in the Jurisdictions of Pennsylvania, New Jersey, Delaware, Maryland, Virginia, New York, Connecticut, District of Columbia, West Virginia and Puerto Rico with over 30 years of engineering experience. Mr. Dugan is also an active member of the Association of Federal Communications Consulting Engineers, the National Council of Examiners for Engineering, the National Society of Professionals Engineers, the Pennsylvania Society of Professional Engineers, and the Radio Club of America. Mr. Dugan further states that all facts and statements contained herein are true and accurate to the best of his own knowledge, except where stated to be in information or belief, and, as to those facts, he believes them to be true. He believes under penalty of perjury the foregoing is true and correct.



Paul Dugan, P.E.

Executed this the 6th day of November, 2018.

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Verizon Wireless, Plymouth Meeting, Pennsylvania
Position: **Cellular RF System Design/Performance Engineer**, April 1990 to August 1999

Communications Test Design, Inc., West Chester, Pennsylvania
Position: **Electrical Engineer**, May 1984 to April 1990

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless							
Name of Action or Project: Howland Micro							
Project Location (describe, and attach a location map): 110 Howland Avenue, Beacon, Dutchess County, NY							
Brief Description of Proposed Action: Construct a proposed 52 foot wooden pole with two proposed antennas within a 102 square foot lease area for telecommunications equipment. Verizon Wireless proposes to utilize the existing paved access road. Utility conduits are to extend underground along the perimeter of the paved parking area for approximately 250 feet to an existing utility pole.							
Name of Applicant or Sponsor: Verizon Wireless		Telephone: E-Mail: kathy.pomponio@verizonwireless.com					
Address: 1275 John Street, Suite 100							
City/PO: West Henrietta		State: NY	Zip Code: 14586				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">NO</th> <th style="text-align: center;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">NO</th> <th style="text-align: center;">YES</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3.a. Total acreage of the site of the proposed action? 6 acres b. Total acreage to be physically disturbed? <1 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <1 acres							
4. Check all land uses that occur on, adjoining and near the proposed action. <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ </div> <div style="width: 50%;"> <input type="checkbox"/> Parkland </div> </div>							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Minimal increase of energy _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Verizon Wireless</u> Date: <u>November 13, 2018</u> Signature: <u>Elaine Langer</u>		









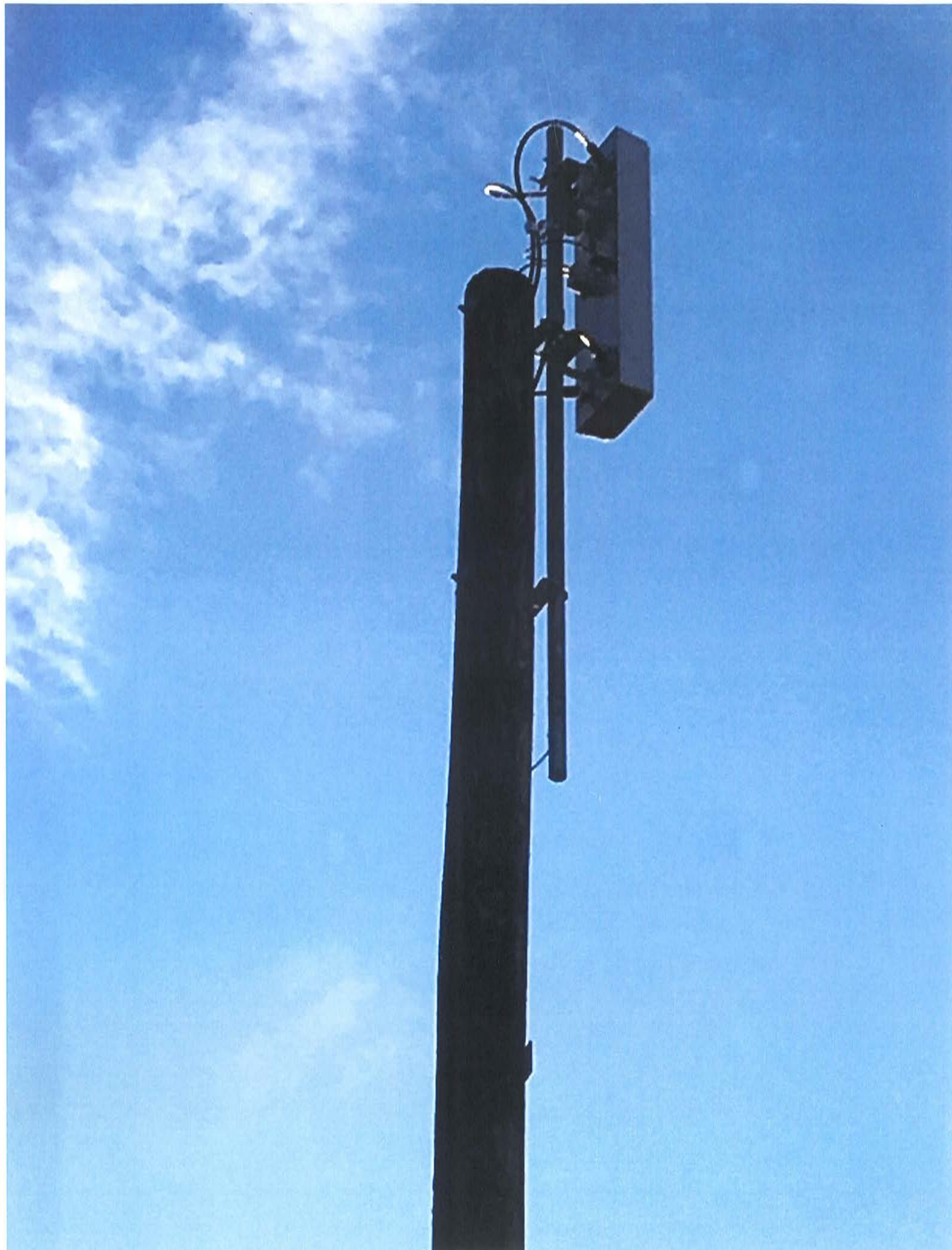












SITE NAME: Howland Micro
SITE NUMBER: NY 20161509173
ATTY/DATE: YS / Sept. 5, 2018

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 29th day of October, 2018, between **Ability Beyond Disability**, a New York Non-Stock Corporation with a mailing address at 4 Berkshire Boulevard, Bethel, Connecticut 06801 hereinafter designated LESSOR and **Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately one hundred two (102) square feet of space (the "Ground Space") located at 110 Howland Avenue, City of Beacon, County of Dutchess, State of New York, (the existing Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space to all necessary electrical and telephone utility sources located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day provided the Lessor is provided at least 24 hours prior written notice except for in the case of an emergency, over the Property and to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider the right to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate the Communication Facilities, as amended herein.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the earlier of the first day of the month following: (i) the day that LESSEE commences installation of the equipment on the Premises or (ii) two (2) years from the date of full execution of this Agreement (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental of [REDACTED] to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to Lessor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance

with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

5. EXTENSIONS.

a. Provided the Lessee is not in default of its obligations hereunder, this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

b. EXTENSION RENTALS. Beginning on the annual anniversary of the Commencement Date, and continuing each year thereafter that this Agreement is in effect, the annual rental shall be equal to [REDACTED] of the annual rental payable with respect to the immediately preceding year.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the sole purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto.

LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. Notwithstanding the foregoing, the LESSEE shall not be able to increase the size of the equipment, or the number of antennas and/or conduits shown in Exhibit A without the written consent of the LESSOR, which consent may be withheld at the LESSOR's sole and absolute discretion. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities' structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than [REDACTED] for injury to or death of one or more persons in any one occurrence and [REDACTED] for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for

any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third-party offer.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to all other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the LESSOR, which such written consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by email, certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Ability Beyond Disability
c/o David Slater or Pam Creaturo
4 Berkshire Boulevard
Bethel, Connecticut 06801
Email: David.Slater@abilitybeyond.org or
Pam.Creaturo@abilitybeyond.org

LESSEE: Orange County-Poughkeepsie Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Email: Barbara.clark@verizonwireless.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of

any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the LESSEE.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous

substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Ability Beyond Disability

By: *Lori I. Pasqualini*

Name: Lori I. Pasqualini

Its: CFO

Date: 9/24/2018

WITNESS

Pam Creature

LESSEE: Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless

By: Verizon Wireless of the East LP, its general partner

By: Cellco Partnership, its general partner

By: *Richard Polatas*

Name: Richard Polatas

Its: Director Network Field Engineering

Date: 10/29/18

WITNESS

Barbara Clark

EXHIBIT "A"

**SITE PLAN OF GROUND SPACE
AND CABLING SPACE**

CITY COUNCIL of the CITY of BEACON,
DUTCHESS COUNTY, NEW YORK

In the Matter of the Special Use Permit and Site Plan Review Application of

ORANGE COUNTY-POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a Verizon Wireless

Premises: 110 Howland Avenue
Beacon, Dutchess County, New York

STATEMENT OF INTENT and
APPLICATION FOR SPECIAL USE PERMIT and
ROSENBERG WAIVER RELIEF

I. Introduction

ORANGE COUNTY-POUGHKEEPSIE LIMITED PARTNERSHIP d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes to install a new fifty-two foot (52') wooden utility pole, two antennae and related equipment located at the above-referenced address ("Project").

Verizon Wireless is considered a public utility under New York decisional law (*Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364 (1993)) [Exhibit 1], and a provider of "personal wireless services" under the federal Telecommunications Act of 1996 (the "TCA") [Exhibit 2]. Verizon Wireless' equipment will be in operation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. A copy of the applicable Verizon Wireless FCC licenses is included herewith Exhibit 3.

In *Rosenberg*, this State's highest Court determined that the ordinary variance standard is inapplicable and a cellular telephone company applying for a variance need only show that (1) the variance is "required to render safe and adequate service," and (2) there are "compelling reasons, economic or otherwise," for needing the variance. *Cellular Telephone Company v. Rosenberg*, 82 N.Y.2d 364, 372 (1993). Verizon Wireless respectfully submits this Statement of Intent in support of its application for Special Use Permit approval, and all necessary Town Board waivers under the *Rosenberg* standard.

The proposed Project involves installation and operation of two (2) small antennae and related equipment on a new wooden utility pole. The specific improvements proposed are detailed on the Zoning/Site Plans prepared by EBI Consulting included herewith as Exhibit 4.

II. Purpose of Howland Micro Communications Facility

The purpose of the Project is to provide "hotspot" coverage for its advanced 4th Generation Long Term Evolution (4G LTE) services to an area in the City of Beacon that is currently experiencing network capacity issues.

Enclosed in Exhibit 5 is a RF Analysis prepared by a qualified radio frequency consultant which analysis describes in detail the need for this new site at this location. This analysis also includes a discussion concerning the methodology of identifying the proposed location for the Project and how it complies with the siting priorities in the newly enacted small cell local law.

III. Additional Supporting Materials

1. Public Necessity of Facility. The Applicant has provided expert proof in the form of a report from its Radio Frequency (RF) Design Engineer depicting the area within which Verizon Wireless' communications facility needs to be located (the "search area") in order to provide adequate and safe service to certain areas in the City of beacon. This report clearly demonstrates that (i) there is an inadequate and unsafe level of service in the targeted area of the City of Beacon, and (ii) a new communications facility is necessary to provide an adequate and safe level of hand-held wireless service to this area. See, Exhibit 5.

As noted above and in Exhibits 2 and 3, Verizon Wireless is recognized as a public utility under New York law and a provider of personal wireless services under the federal Telecommunications Act of 1996. This project is a public necessity in that it is required to render adequate and safe coverage (mobile and in-building) to a significant portion of the City of Beacon. This, combined with the federal mandate to expeditiously deploy advanced wireless services across the nation and Verizon Wireless' FCC licenses to provide such services in the City of Beacon, demonstrates that Verizon Wireless' facility is a public necessity. Without the construction of the communications facility proposed, the public would be deprived of an essential means of communication, which, in turn, would jeopardize the safety and welfare of the community and traveling public.

2. The Application conforms with all applicable regulations promulgated by the Federal Communications Commission, the Federal Aviation Administration and other federal agencies. The proposed facility will not increase the height of the existing utility pole and will not require FAA lighting.
3. As set forth above, Verizon Wireless and the proposed facility are considered public utilities for purposes of zoning under existing New York decisional law.
4. Operation of the facility will not involve any objectionable noise, fumes, vibration or other characteristics.
5. The facility will be operated on a 24/7 basis 365 days a year with minimal maintenance required. Adequate access and parking have been incorporated into the facility design.

6. The facility will not increase or otherwise impact any existing traffic patterns, nor will it impair pedestrian or vehicular safety or overload existing roads. Additionally, the facility will be fully accessible to fire, police and other emergency vehicles.
7. Because the facility will be unmanned, it will not involve the use of any public water, drainage or sewer system, or any other municipal facility, or degrade any act or for, natural resource or ecosystem.
8. No tower marking and/or lighting will be required under Federal Aviation Administration (FAA) regulations.
9. A copy of Verizon Wireless' tower maintenance plan for this site is attached in Exhibit 6.
10. A certification from a New York licensed professional engineer (Paul Dugan, P.E. of Millennium Engineering, P.C.) entitled "RF Safety FCC Compliance of Proposed Communications Facility" is included at Exhibit 7, to document that Verizon Wireless' proposed transmissions will be: (a) in full compliance with the current FCC RF emissions guidelines (NIER); and (b) categorically excluded from local regulation under applicable federal law.
11. Exhibit 8 includes a Non-Interference report prepared by Millennium Engineering, which confirms that the proposed installation will not result in interference with existing uses, including radio, television and other broadcast signals.
12. To assist the city fulfill its obligations under the NYS Environmental Quality Review Act ("SEQRA"), a Short Environmental Assessment Form ("EAF") has been prepared by Tectonic Engineering and is provided in Exhibit 9.
13. Photographs of the existing property, including the specific location where the proposed facility will be located are provided in Exhibit 10.

IV. Conclusion

Approval of the Project will enable Verizon Wireless to provide an adequate and safe level of wireless telephone service to the area of the City of Beacon and surrounding environs, within the confines of applicable technological and land use limitations. Such approval will also be in the public interest, in that it will allow Verizon Wireless to comply with its statutory mandate to build out its network and provide local businesses, residents and public service entities with safe and reliable wireless communications services. Based upon the foregoing, Verizon Wireless respectfully submits that this project complies in all material respects with the Special Use Permit and Site Plan Review requirements of the City of Beacon's Zoning Code, and any potential impact on the community created by this approval may properly be considered to be minimal and of no significant adverse effect.

If you should have any questions or require any additional information, I can be reached at (518) 438-9907, Ext. 258.

Thank you for your consideration.

Respectfully submitted,
ORANGE COUNTY-POUGHKEEPSIE LIMITED
PARTNERSHIP d/b/a Verizon Wireless



Scott P. Olson, Esq.
Regional Local Counsel

Dated: November 21, 2018

City of Beacon Workshop Agenda
12/10/2018

Title:

Wireless Telecommunication Local Law

Subject:

Background:

ATTACHMENTS:

Description	Type
K&B Memo_telecommunications facilities	Cover Memo/Letter
LL Telecommunications	Local Law

MEMORANDUM

TO: Anthony Ruggiero, City Administrator

FROM: Keane & Beane, P.C.

RE: Proposed Local Law on Wireless Telecommunication Facilities

DATE: December 3, 2018

On August 6, 2018, the City Council adopted Local Law 13-2018 to create Section 223-26.4 of the Code of the City of Beacon to regulate small cell wireless facilities. This local law specifically established policies and procedures for the deployment and installation of small cell wireless telecommunication facilities in the City of Beacon.

Existing Section 223-24.5 of the Code of the City of Beacon regulates all other wireless telecommunication facilities not specifically addressed by the provisions of Local Law 13-2018. Section 223-24.5 requires all these wireless telecommunication facilities to obtain a special use permit from the City Council. The purpose of these regulations is to reasonably control the location, construction, and maintenance of wireless telecommunication service facilities in the City of Beacon. These provisions have not been updated since 2002. As they exist now, the provisions set forth in Section 223-24.5 conflict with Local Law 13-2018.

Our office has prepared the attached local law to update Section 223-24.5 to regulate the placement, construction, and modification of wireless telecommunication facilities not regulated by Local Law 13-2018, to protect the City's health, safety, welfare, and environmental features. The proposed amendments to Section 223-24.5 eliminate any conflict with the provisions of Local Law 13-2018. Specifically, the proposed local law makes it clear that wireless telecommunication facilities that obtain small cell permits from the Planning Board are exempt from the special permit application process and requirements set forth in Section 223-24.5. The proposed local law also sets forth different locational priorities for small cell facilities and other wireless telecommunication service facilities and requires applicants to submit additional information with their special use permit application. In addition, the proposed local law includes provisions to regulate the removal of wireless telecommunication facilities (§ 223-24.5T). This section is also the same as §223-26.4K of Local Law 13-2018.

It is important to note that certain small cell facilities will require special permit approval if the small cell facility fails to meet requirements set forth in § 223-26.4C(3) of Local Law 13-2018. The special permit approval process is designed to capture

different types of wireless telecommunication facilities that are not described in or regulated by Local Law 13-2018.

The City Council will need to workshop the attached local law and hold a public hearing. An EAF is not required, however the local law will need to be referred to the Dutchess County and City Planning Boards.

Please let us know if you have any questions or comments.

Ecc: Nicholas Ward-Willis, Esq.
Jennifer Gray, Esq.
Tim Dexter, Building Inspector
John Clarke, City Planner

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO
AMEND SECTION 223-24.5 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to
amend Section 223-
24.5 of Code of the
City of Beacon,
concerning Wireless
Telecommunication
Services Facilities.

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

SECTION 1. Section 223-24.5 of the Code of the City of Beacon entitled “Wireless telecommunication services facilities” is amended as follows:

A. Statement of intent and objectives.

- (1) The City Council has determined that the establishment of zoning provisions to institute minimum standards for wireless telecommunications services facilities shall be among the legislative purposes of the Zoning Law of the City of Beacon and is in accordance with the goals, objectives and policies of the City's Development Plan.
- (2) The purpose of these special regulations is to reasonably control the location, construction and maintenance of wireless telecommunications services facilities in order to encourage the siting of said facilities in nonresidential areas and to protect, to the maximum extent practicable, aesthetic impacts, the open space character of portions of the City of Beacon, the property values of the community, and the health and safety of citizens, while not unreasonably limiting competition among telecommunication providers.

B. Use. Except as provided hereinafter, no wireless telecommunication services facility shall be located, constructed or maintained on any lot, building, structure or land area in the City of Beacon unless a special use permit has been issued in conformity with the requirements of this chapter and all other applicable regulations.

C. Exemptions. The provisions of this section shall not apply to (1) wireless telecommunication facilities that obtain a small cell permit from the Planning Board pursuant to § 223-26.4, or (2) unlicensed wireless telecommunication services facilities installed wholly within a principal or accessory building, such as but not limited to baby monitors, garage door openers and burglar alarm transmitters, and serving only that building.

D. Location and access.

(1) Subject to the City Council's review and evaluation of technological, structural, safety and financial considerations associated with alternative locations for the siting of wireless telecommunication services facilities, the following locational priorities shall apply in the order specified, consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City:

(a) Location of small cell facilities shall comply with the locational priorities set forth in **§ 223-26.4D**.

(b) Locational priorities for all other wireless telecommunication service facilities

(c) ~~Co-location~~

(i) On sites, buildings and structures located in the HI and LI Zoning Districts.

(ii) On sites, buildings and structures in the PB, HB, OB, LB and GB Zoning Districts.

(iii) On sites, buildings and structures in the CB Zoning District.

(2) Except for collocation on an existing wireless telecommunication services facility or radio tower identified on the existing facilities inventory and except for location on a building (and the premises thereof) which is at least nine stories in height, new wireless telecommunication services facilities shall not be located in the WD, WP and Residential Zoning Districts, nor in the Historic District and Landmark Overlay Zone.

(3) Wherever possible, new wireless telecommunication services facilities shall be in the form of antennas attached to an existing building or structure and/or shall be in the form of stealth structures. Lattice towers shall be the structures of last resort.

(4) All new wireless telecommunication services facilities and premises shall be of proper size, location and design to accommodate ~~co-location~~ collocation of other

service providers' facilities, unless otherwise permitted by the City Council. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a wireless telecommunication services facility.

- (5) If the proposed property site is not the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exemption must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit were not granted for the proposed use.
- (6) An applicant may not bypass a site of higher priority by stating the site presented is the only site leased or selected. An application shall address collocation as an option and, if such option is not proposed, the applicant must explain why collocation is commercially or otherwise impracticable.
- (7) Notwithstanding the above, the City Council may approve any site located within the City, provided the City Council finds that the proposed site is in the best interest of the health, safety and welfare of the City and its inhabitants.

E. Setbacks. Wireless telecommunication services facilities, except those structurally mounted to an existing building or structure, shall be located not less than two times the otherwise applicable setback requirements for principal structures for the district in which the property is located, or not less than the height of the facility plus the otherwise applicable setback requirements for principal structures for the zoning district in which the property is located, whichever shall be greater. Wireless telecommunication services facilities structurally mounted to the roof of an existing building or structure shall be set back from the side of the building or structure so as to minimize its visibility, but in no case less than 10 feet unless a stealth design is proposed, in which case the City Council may waive or modify this requirement.

F. Height limitations. Notwithstanding the following height limitations, in no case shall a wireless telecommunication services facility exceed the minimum height reasonably necessary to accomplish the purpose it is proposed to serve.

- (1) The height of any antennas, or other associated equipment, structurally mounted as part of a wireless telecommunication services facility shall not exceed by more than 15 feet above the highest point of the existing structure on which such antennas or equipment is affixed.
- (2) The height of any monopole or tower utilized in a wireless telecommunication services facility shall not exceed 150 feet in height measured from the highest point of such facility to the finished grade elevation of the ground immediately adjacent to the structure.

(3) Applicants must submit documentation justifying the total height.

G. Visual mitigation. The applicant/provider shall prepare a visual impact assessment of the proposed wireless telecommunication services facility based upon appropriate modeling, photographic simulation and other pertinent analytical techniques as required by the City Council.

(1) Landscaping and/or other screening and mitigation, including but not limited to architectural treatment, stealth design, use of neutral or compatible coloring and materials, or alternative construction and transmission technologies, shall be required to minimize the visual impact of such facility from public thoroughfares, important viewsheds, vantage points and surrounding properties to the extent practicable, as determined by the City Council.

(2) No signs shall be erected on any wireless telecommunication services facility except as may be required by the City Council for security or safety purposes.

(3) All equipment enclosures and storage buildings associated with the wireless telecommunication services facilities shall be consistent or compatible with adjacent buildings in terms of design, materials and colors and shall be appropriately landscaped.

(4) All special use permit applications for wireless telecommunication facilities shall contain a demonstration that the facility is sited as to have the least adverse visual effect on the environment and its character, on existing vegetation on the residences in the area of the wireless telecommunication facilities.

H. Materials. A wireless telecommunication services facility shall be of galvanized finish or painted gray or another neutral or compatible color determined to be appropriate for the proposed location of such facility in the reasonable judgment of the City Council. The mountings of wireless telecommunication antennas shall be nonreflective and of the appropriate color to blend with their background.

I. Lighting. The wireless telecommunication services facility shall not be artificially lighted unless otherwise required by the Federal Aviation Administration or other federal, state or local authority.

J. Operational characteristics. Unless otherwise superseded by the Federal Communications Commission (FCC), the design and use of the proposed wireless telecommunication services facility, including its cumulative impact with other existing and approved facilities, shall be certified to conform to the maximum NIER exposure standards promulgated by the FCC, as amended. Said certification shall include a report by a licensed professional electrical engineer with expertise in radio communication facilities and/or health physicist acceptable to the City Council. A copy of such certification

report shall be submitted to the City Council prior to commencing operation of such facility and a copy shall be filed with the Building Inspector. The City Council may require annual certification of conformance with the applicable emission standards. Additionally, copies of certification reports shall be submitted to the City Council whenever they are required to be submitted to the FCC. The City Council may hire a qualified professional of its choosing to review and confirm such initial and subsequent certification report(s), the cost of which shall be reimbursed by the applicant in accordance with the escrow account procedures established by the City for the reimbursement of professional review fees for subdivision, site plan and special use permit applications. Any violation of the emissions standards shall require immediate discontinuation and correction of the use responsible for the violation.

- K. Noise. Noise-producing equipment shall be sited and/or insulated to prevent any detectable increase in noise above ambient levels as measured at the property line.
- L. Utility service. Electrical and land-based telephone lines extended to serve the wireless telecommunication services facility sites shall be installed underground. If the wireless telecommunication services facility is attached to a building, and if determined practical and economically feasible by the City Council, all wires from the ground to said facility shall be located within the building. If permitted to be located outside said building, the wires shall be enclosed in a conduit whose materials and colors are consistent or compatible with the building.
- M. Safety provisions. A wireless telecommunication services facility shall be designed and erected so that in the event of structural failure it will fall within the required setback area and, to the maximum extent possible, away from adjacent development.
- N. Security provisions. A security program shall be formulated and implemented for the site of a wireless telecommunication services facility. Such program may include physical features such as fencing, anti-climbing devices or elevating ladders on monopoles and towers, and/or monitoring either by staff or electronic devices to prevent unauthorized access and vandalism.
- O. Annual structural/safety inspection and report.
 - (1) A monopole or tower over 50 feet in height shall be inspected annually from a structural and safety perspective at the expense of the service provider by a licensed professional engineer, or at any other time upon a determination by the Building Inspector that the monopole or tower may have sustained structural damage, and a copy of the inspection report shall be submitted to the Building Inspector.
 - (2) The City of Beacon reserves the right to inspect any wireless telecommunication facility to ensure compliance with the provisions of this section and any other provisions found within the City of Beacon Code, State

or Federal Law. The City of Beacon and/or its agents shall have the authority to enter the property upon which a wireless telecommunication facility is located at any time, upon reasonable notice to the operate, to ensure such compliance.

- P. Lease agreement. In the case of an application for approval of a wireless telecommunication services facility to be located on lands owned by a party other than the applicant or the City, a copy of the lease agreement with the property owner, absent the financial terms of such agreement, together with any subsequent modifications thereof, shall be provided to the City Council and a copy shall be filed with the City Clerk and the Building Inspector.
- Q. Interference. In the event that the wireless telecommunication services facility causes interference with the radio or television reception within the City of Beacon, the applicant, at the applicant's sole expense, shall thereafter ensure that any interference problems are promptly corrected.
- R. Special use permit application.
- (1) An application for approval of a wireless telecommunication services facility shall be submitted on the relevant forms for special use permit approval and shall be jointly filed by the operator of the wireless telecommunication services facility and the owner of the property on which such facility is proposed to be located.
 - (2) The special use permit application shall contain the following:
 - a. A site plan drawing showing the location of the proposed facility shall accompany the application for special use permit approval;
 - b. The applicant's name, address, telephone number, and e-mail address;
 - c. The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the special use permit application;
 - d. A general description of the proposed work and the purpose of the work proposed.
 - e. Documentation that demonstrates the need for the wireless telecommunications facility to provide service primarily within the City.
 - f. Identify and disclose the number and locations of wireless telecommunication facilities that the applicant has installed or locations the applicant has considered in the past year within the City.

- g. A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance.
 - h. Any amendment to information contained in a special use permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.
- (3) The operator of the wireless telecommunication service shall submit a certificate of public utility, unless it can be demonstrated to the satisfaction of the City Council that the operator of such facility is exempt from such requirement pursuant to New York State law. The operator of such facility shall also demonstrate to the satisfaction of the City Council that there is a compelling public need for such facility at the location(s) proposed by the applicant. Such demonstration shall include the preparation of existing and master effective service area plans which:
 - (a) Minimize the number of such facilities within the service area(s);
 - (b) Maximize ~~co-location~~ collocation of wireless telecommunication service facilities;
 - (c) Identify all existing and proposed wireless telecommunication facilities which impact upon the service area covering the City of Beacon, including but not limited to topographic maps of the City with service coverage and service gap grids and all proposed as well as other functionally acceptable locations for such facility(ies); and
 - (d) Analyze feasible alternatives to reasonably minimize the visual impacts and exposure levels.
- (4) Where the owner of the property on which a wireless telecommunication services facility is proposed contemplates that such property may be used for the installation of two or more such facilities, the property owner shall submit a conceptual master plan identifying the total number and location of such facilities.
- (5) Any application for a wireless telecommunication services facility shall include a statement and appropriate documentation demonstrating that City-owned sites, buildings and structures and the City's existing facilities inventory have been reviewed to the extent relevant to provide wireless telecommunication services in the area which is the subject of such application and that all reasonable efforts have been made to locate or co-locate such facility on all City-owned sites, buildings and structures and on all sites identified in such existing facilities inventory within the service area.

- (6) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.
 - (7) No wireless telecommunication facilities shall be installed, constructed or modified until the application is reviewed and approved by the City Council and the special use permit has been issued.
 - (8) As a condition of special use permit approval, the applicant shall be required to provide a written agreement, in recordable form suitable for filing and prepared to the satisfaction of the City Attorney, acknowledging that it shall be required to allow the ~~co-location~~ collocation of other future wireless telecommunication service facilities at fair market cost, unless otherwise unreasonably limited by technological, structural or other engineering considerations.
 - (9) The applicant and all future owners of the premises and the wireless telecommunication services facility shall at all times keep on file in the office of the City Clerk the name, address, and telephone number of the owner and operator of such facility and of at least one individual who shall have authority to arrange for the maintenance of the premises and facility and who shall be authorized to accept service of notices and legal process on behalf of the owner and operator(s) of the premises and facility and to bind the owner to any settlement, fine, judgment, or other disposition (other than incarceration) which may result from any civil or criminal action or proceeding instituted by the City against such owner and/or operator(s).
- S. The City Clerk shall forward a copy of the City Council special use permit decision to the City Tax Assessor to allow the City to better assess the utility infrastructure for wireless telephone facilities.
- T. Removal, relocation or modification of wireless telecommunication facilities in the public right of way
- (1) Notice. Within ninety (90) days following written notice from the City , the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any wireless telecommunication facility within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration, is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.
 - (2) Abandonment of Facilities. Upon abandonment of a wireless telecommunication service facility within a public right-of-way of the City, the wireless provider shall notify the City within ninety (90) days. Following

receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell facility if the City, or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

Section 3. Ratification, Readoption and Confirmation

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

Section 4. Severability

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

Section 5. Effective Date

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

City of Beacon Workshop Agenda
12/10/2018

Title:

Discussion of Lease with Verizon regarding rooftop cellular antenna installation on Mase Hook & Ladder Fire Station

Subject:

Background:

ATTACHMENTS:

Description
Rooftop wireless

Type
Backup Material

BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (this "Agreement") made this ____ day of _____, 20__, between **CITY OF BEACON**, with its principal offices located at 1 Municipal Plaza, Beacon, New York, hereinafter designated LESSOR and **ORANGE COUNTY POUGHKEEPSIE MSA LP** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE approximately Thirty-Two (32) square feet of space (the "Ground Space") and approximately Three Hundred and Thirty (330) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 423-425 Main Street, City of Beacon, County of Dutchess, State of New York, the underlying real property of which is shown on the Tax Map of the City of Beacon as Tax Map Number 006.054-0029-026.7730000 and as further recorded in the office of the Clerk of Dutchess County as Liber 1031 of Deeds at Page 0337, and which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space inside or outside of the Building, including on the roof of the Building, or on the ground on the Property, as is necessary for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof.

In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. Further, in the event any public utility is unable to use the Utilities Right of Way, LESSOR shall grant an additional right-of-way either to LESSEE or to the public utility at no cost to LESSEE or the public utility. LESSOR agrees to grant LESSEE, Verizon New York, Inc., Niagara Mohawk Power Corporation, d/b/a National Grid, or any other local utility or fiber provider ("Utility") as may be required the right, utilizing

the Utility's standard form agreement, to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate its communications facility (as defined herein) at no cost to LESSEE or Utility. Said rights to Niagara Mohawk Power Corporation, d/b/a National Grid, if any, to be as set forth in an exhibit attached hereto and made a part hereof. The easement sketch shall be provided by Utility once LESSEE has applied for electric service.

LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "B". Cost for such work shall be borne by the LESSEE.

The drawing at Exhibit "B" may be replaced by a site plan showing the Premises and the location of LESSEE's improvements thereon, which site plan LESSEE shall submit to LESSOR for LESSOR's written approval prior to LESSEE's commencement of construction, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that LESSOR does not furnish LESSEE with such written approval or its specific reasons for disapproval within thirty (30) days after the date of submission of the site plan to LESSOR, LESSOR will be deemed to have approved it but only if LESSOR reminds LESSEE of this thirty (30) day rule when seeking such approval.

2. DELIVERY. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined "AS IS", but clean and free of debris. LESSOR represents and warrants to LESSEE that LESSOR has no knowledge of any claim having been made by any governmental agency that a violation of applicable building codes, regulations, or ordinances exists with regard to the Building, or any part thereof, as of the Commencement Date.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for each year of the initial term of \$21,600 to be paid annually to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. LESSEE shall pay LESSOR, within ninety (90) days of full execution of this Agreement, a one-time non-refundable signing bonus, as additional rent, in the sum of \$500.00. This Agreement shall commence based upon the earlier of: (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits; or (ii) three (3) years from the date of full execution of this Agreement. If such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (the "Commencement Date"). However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. During the initial term, rent shall increase by 2% on each anniversary of the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, but not more than once per year, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, but not more than once per year, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE, at LESSEE's sole cost and expense, shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE, at LESSEE's sole cost and expense, shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, Accounts Payable – Cellsites, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 or email to: livebills@ecova.com. LESSEE agrees to promptly reimburse LESSOR for such electrical costs, which costs shall not be construed to be rent. The

parties agree that LESSEE shall be relieved of its obligation to reimburse LESSOR for electrical usage which has not been properly invoiced and sent to LESSEE at the above address within one (1) year of the initial invoicing from the utility company to the LESSOR. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR, such approval not to be unreasonably conditioned, withheld or delayed. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year extension terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. During each extension term, annual rent shall increase by 2% as of each anniversary of the Commencement Date.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for three (3) additional five (5) year terms and one (1) additional term of four (4) years thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Under no circumstances will the term of this Agreement, including all renewals, exceed forty-nine (49) years. During each additional extension term, annual rent shall increase by 2% as of each anniversary of the Commencement Date. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSOR shall provide to LESSEE a copy of any notice or assessment relating to personal property, real estate taxes, assessments, or charges for which LESSEE is responsible within ten (10) business days of receipt of the same by LESSOR. LESSEE shall have no obligation to make payment of any real estate personal property, real estate taxes, assessments, or charges until LESSEE has received the notice or assessment relating to such payment as set forth in the preceding sentence. In the event LESSOR fails to provide to LESSEE a copy of any such notice or assessment within the ten (10) business day period set forth herein, LESSEE shall be relieved of any obligation or responsibility to make payment of personal property, real estate taxes, assessments, or charges referred to in the notice or assessment which was not timely delivered by LESSOR to LESSEE.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment provided that no lien attaches against the Property. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the reasonable discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LESSEE use of the Premises as set forth above, all at LESSEE's sole cost and expense. LESSOR, in its capacity as owner of the Property, agrees to cooperate with LESSEE in its effort to obtain such approvals, subject to LESSOR discharging its duties in approving this Agreement in compliance with applicable laws. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any building structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete

or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the receipt of such notice by LESSOR, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder and LESSEE shall, at LESSEE's sole cost and expense, remove its equipment in accordance with Paragraph 15 of this Agreement. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. MAINTENANCE.

a. During the Term, LESSEE will maintain the non-structural portions of the Premises in good condition, reasonable wear and tear and casualty damage excepted, but excluding any items which are the responsibility of LESSOR pursuant to Paragraph 9.b below.

b. During the Term, LESSOR shall maintain, in good operating condition and repair, the structural elements of the Building and the Premises, and all Building systems (including, but not limited to, the foundations, exterior walls, structural condition of interior bearing walls, exterior roof fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the common areas) and the common areas. LESSOR shall repair any defect in the above within thirty (30) days, or such shorter period as may be required by any governmental authority having jurisdiction, after receipt of written notice from LESSEE describing such defect, unless the defect constitutes an emergency, in which case LESSOR shall cure the defect as quickly as practicable.

c. Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

ii. LESSOR pays all direct reasonable costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

iii. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's

reasonable determination, to place a temporary installation on the Property during any such relocation; and

v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all direct reasonable costs for the same being paid by LESSOR.

10. INDEMNIFICATION. Subject to Paragraph 11 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby agree that neither LESSOR nor LESSEE will have any claim against the other for any loss, damage or injury which is covered by insurance carried by either party and for which recovery from such insurer is made, notwithstanding the negligence of either party in causing the loss, and each agree to have their respective insurers issuing the insurance described in this Article 11 waive any rights of subrogation that such companies may have against the other party. This release shall be valid only if the insurance policy in question permits waiver of subrogation or if the insurer agrees in writing that such waiver of subrogation will not affect coverage under said policy.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits of \$5,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of one million (\$1,000,000) each accident for bodily injury and property damage
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
- iv. Umbrella form or Excess liability insurance providing coverage over the insurance policies referred to in (ii, (ii) and (iii) herein with a limit of \$2,000,000 per occurrence and per aggregate.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies

and upon request, shall furnish proof of such insurance by providing LESSOR with a Certificate of Insurance.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured on the Commercial General Liability policy and upon request, shall furnish proof of such insurance by providing LESSEE with a Certificate of Insurance.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 30, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

14. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in

accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. LESSEE, at LESSEE's sole cost and expense, shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 34 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

17. RIGHT OF FIRST REFUSAL. Intentionally deleted.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Building and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

19. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

20. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

21. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties in a written acknowledgment. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

22. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

23. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

24. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: **CITY OF BEACON**
1 Municipal Plaza
Beacon, New York 12508

LESSEE: **ORANGE COUNTY- POUGHKEEPSIE MSA LP**

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

26. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain, not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, and, if required by the Mortgage, as defined below, a written consent, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. In connection with the Non-Disturbance Agreement, LESSEE shall pay the reasonable application fees imposed by Lender (defined below), if any, and LESSOR shall not be obligated to pay such fees of Lender. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Building or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Building, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Building, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Building and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR plus an additional fifteen (15) days in the event of a non-monetary default by the LESSOR under this Agreement. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

27. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer at LESSEE's sole cost and expense. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

28. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) business days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business in the Building; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) business days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) business day period and thereafter diligently pursued to completion.

29. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws

or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at rate of five percent (5%) per annum. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

30. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

31. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination

date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

32. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Building, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining except that rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rental floor area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

33. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring

modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

35. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

37. TEMPORARY EASEMENT. LESSOR hereby grants LESSEE a temporary easement (the "Temporary Easement") to encumber a portion of the Property, all as shown on Exhibit "A" hereto (the "Temporary Easement Area"). LESSOR and LESSEE acknowledge and agree that the Temporary Easement shall be for the purpose of clearing any rocks, dirt, brush, trees or other vegetation, grading, excavation, and storing materials (including, without limitation, excavated soil and equipment) in order to allow for the construction and installation of LESSEE's telecommunications facility as described herein. The Temporary Easement granted hereunder shall terminate upon the completion of the construction and installation of LESSEE's telecommunications facility and LESSEE shall return the Temporary Easement Area to as good a condition as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

38. MOST FAVORED LESSEE. Intentionally deleted.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

LESSOR:

CITY OF BEACON

By: _____
Printed Name: _____
Its: _____
Signature Date: _____

LESSEE:

ORANGE COUNTY POUGHKEEPSIE MSA
LP d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Signature Date: _____

SITE NAME: ELECTRIC BLANKET
SITE NUMBER: 20161467537/426305
ATTY/DATE: NP DECEMBER

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT “B”

**SKETCH/SITE PLAN OF ROOFTOP SPACE, FLOOR SPACE
ANTENNA SPACE AND CABLING SPACE**

City of Beacon Workshop Agenda
12/10/2018

Title:

Budget Amendment

Subject:

Background:

ATTACHMENTS:

Description	Type
Budget Amendments_12.17.18	Budget Amendment

Council Budget Amendments
December 17, 2018 Meeting

1. Amend the 2018 General Fund Council Budget to provide for health insurance buyouts. At the time of budget adoption, it was unknown who would be getting the health insurance and therefore amounts were put into contingency for this purpose. Below is the proposed budget amendment:

Transfer to:

A -01-1010-120000-	HEALTH INSURANCE BUY-OUT	\$	10,000
A -01-1010-820000-	SOCIAL SECURITY		765
	Total	<u>\$</u>	<u>10,765</u>

Transfer from:

A -01-1990-400000-	CONTINGENCY	<u>\$</u>	<u>10,765</u>
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Respectfully submitted,
Susan K. Tucker CPA

City of Beacon Workshop Agenda
12/10/2018

Title:

Memorial Building Boiler

Subject:

Background: