



**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

December 17, 2018
7:00 PM
City Council Agenda

Call to Order

Pledge of Allegiance

Roll Call

Public Comment:

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

Public Hearings:

- A continuation of a public hearing to receive public comment on a proposed Local Law to delete Chapter 183 entitled "Signs" and to amend Chapter 223 Sections 15 and 63 of Code of the City of Beacon, concerning sign regulations in the City of Beacon
- A public hearing to receive public comment on a proposed local law to create Chapter 42 of the Code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon
- A public hearing to receive public comment on a proposed local law to repeal Chapter 223, Article III, Section 24.8 and to amend Chapter 223, Attachment 2 of the Code of the City of Beacon concerning amusement centers containing only vintage amusement devices

Reports:

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

Local Laws and Resolutions:

1. A resolution adopting a Local Law to create Chapter 42 of the code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon
2. A resolution setting a public hearing for February 4, 2019 to receive public comment on a proposed Local Law to amend Section 223-24.5 of the Code of the City of Beacon and to refer proposed local law to the Dutchess County Planning Board and the City Planning Board for a report and recommendation
3. A resolution adopting a policy for banners across Main Street
4. A resolution authorizing execution of agreement with Weston & Sampson for Site Improvement Design Services at The Pete And Toshi Seeger Riverfront Park
5. Resolution authorizing lease with Verizon Wireless to allow co-location of a rooftop antenna on Mase Hook and Ladder Building
6. A resolution ratifying award of contract with Mcmillen Bros. for emergency replacement of furnace in Memorial Building
7. A resolution referring Tioronda Bridge Historic Preservation question to Planning Board

Approval of Minutes:

- Approval of Minutes from December 3, 2018

Budget Amendments:

- Budget Amendment

2nd Opportunity for Public Comments:

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

Adjournment:

City of Beacon Council Agenda
12/17/2018

Title:

A continuation of a public hearing to receive public comment on a proposed Local Law to delete Chapter 183 entitled "Signs" and to amend Chapter 223 Sections 15 and 63 of Code of the City of Beacon, concerning sign regulations in the City of Beacon

Subject:

Background:

ATTACHMENTS:

Description	Type
PB Comments_signs	Backup Material
DCPB response_signs	Backup Material
Signs LL	Local Law
Sign chart	Backup Material



Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

FROM: Etha Grogan
for Planning Board Chairman Gunn and Planning Board Members

RE: City Council request to review proposed Local Law to delete Chapter 183 “Signs”
and Amend Chapter 223 Sections 15 & 63 of City Code

DATE: December 13, 2018

As requested the Planning Board reviewed the proposed Local Law to delete Chapter 183 “Signs” and Amend Chapter 223 Sections 15 & 63 of City Code. A comprehensive review took place during their regular meetings on November 14, 2018 and December 11, 2018. Members discussed the local law in detail including provisions regarding nonconforming signs, sandwich boards, the permitted time period for temporary signs, and wind animated and inflated signs, and based on that discussion the Planning Board has the following comments for the City Council:

- a. The 6-month time period during which a “lawn sign” and a “temporary sign” may be displayed is too long to be considered “temporary”. The time period should be shortened to 3-4 months. (Section 223-15.F(10) & Section 223-15.K(2)(c)).
- b. The Planning Board does not support Section 223-15.L(1) which requires nonconforming residential signs to come into compliance within 3 years of the adoption of the local law. The requirement to come into compliance is too burdensome for residential properties. Such burdens should not be placed on residential signs when the same burdens are not placed on commercial signs.

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

Dutchess County Department of Planning and Development

To

Date 11/28 #pgs 2

Co./Dept.

From

Fax #

Phone #

239 Planning/Zoning Referral - Exemption Communities

Municipality: **City of Beacon**Referring Agency: **Municipal Board**Tax Parcel Number(s): **5745830000**Project Name: **LL Amend Chapter 223- Signs, Delete Chapter 183**Applicant: **City Council**Address of Property: **Conrail Tracks & River, Beacon, NY 125080000**

Actions Requiring 239 Review

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

Exempt Actions:* 239 Review is NOT Required

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

☐ Exempt Action submitted for informal review

Parcels within 500 feet of:

- ☐ State Road:
- ☐ County Road:
- ☒ State Property (with recreation area or public building)
- ☐ County Property (with recreation area or public building)
- ☒ Municipal Boundary
- ☐ Farm operation in an Agricultural District

Date Response Requested:

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

For County Office Use Only

Response From Dutchess County Department of Planning and Development

No Comments:

- ☐ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Withdrawn
- ☐ Incomplete - municipality must resubmit to County
- ☐ Exempt from 239 Review

Comments Attached:

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

Date Submitted: 11/9/18

Notes:

Date Received: 11/9/18

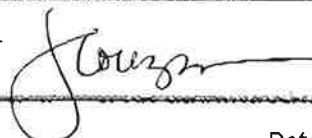
Date Requested: _____

Date Required: 12/7/18

Date Response Faxed: 11/28/18

☐ Also mailed hard copy

Reviewer



☐ Major Project

Referral #: **ZR18-366**

Date Printed: 11/13/2018

MARCUS J. MOLINARO
COUNTY EXECUTIVE



EOIN WRAFTER, AICP
COMMISSIONER

COUNTY OF DUTCHESS
DEPARTMENT OF PLANNING AND DEVELOPMENT

November 28, 2018

To: City Council, City of Beacon
Re: Referral #ZR18-366, LL Amending Chapter 223, Signs and to Delete Chapter 183

The Dutchess County Department of Planning and Development has reviewed the subject referral within the framework of General Municipal Law (Article 12B, §239-l/m).

ACTION - The City Council proposes a Local Law to amend Chapter 223 of the City Code to add regulations regarding signs, and to delete current chapter 183 regarding signs.

COMMENTS –

Definitions:

1. Should the definition of SIGN, LAWN be amended to say, "Inserted INTO the ground?"
2. Regarding SIGN, TEMPORARY, the Council is proposing that materials such as cardboard, wallboard, and plywood may be used. Without proper protection, these materials can quickly degrade. We encourage the City to ensure that these signs remain in good repair, since temporary signs are proposed to be permitted for up to a 6 month period.

Section E. Prohibited Signs (8) prohibits signs "that are mechanically, digitally or electronically animated." The Council may want to consider amending the definition to include the word "televisions." Under this same section, it is unclear whether digital signs are prohibited, or just animation of digital signs is prohibited.

Regarding freestanding signs, Section I(2)(a) and I(2)(b) establishes maximum size of a freestanding sign based on a building's setback. It is unclear what the rationale is behind the two different size allowances, as presumably, the freestanding sign would sit in approximately the same location, regardless of building location. Permitting larger freestanding signs for buildings setback into the site may encourage more suburban development patterns with front yard parking.

RECOMMENDATION - The Department recommends that the Board rely upon its own study of the facts in the case with due consideration of the above comments.

Eoin Wrafter, AICP, Commissioner

By

Jennifer F. Coccozza,
Deputy Commissioner

DRAFT LOCAL LAW NO. ____ OF 2018

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO
DELETE CHAPTER 183 AND AMEND
CHAPTER 223 SECTIONS 15 AND 63 OF THE
CODE OF THE CITY OF BEACON

A LOCAL LAW to
deleted Chapter 183
entitled “Signs” and to
amend Chapter 223
Sections 15 and 63 of
Code of the City of
Beacon, concerning sign
regulations in the City of
Beacon.

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

Section 1. Chapter 183 of the Code of the City of Beacon entitled “Signs” is hereby deleted in its entirety.

Section 2. Chapter 223, Section 63 of the Code of the City of Beacon entitled “Definitions” is hereby amended to add the following definitions:

SIGN

Any material, structure or device, or part thereof, composed of lettered or pictorial matter which is located out of doors, or on the exterior of any building, including window signs located within 18 inches of the window surface and intended to be viewed from the exterior of the building, displaying an advertisement, announcement notice or name, and includes sign frames, billboards, signboards, painted wall signs, hanging signs, illuminated signs, fluttering devices or projecting signs, and shall include any declaration, demonstration, display, illustration or insignia used to advertise or promote the interests of any person or business or cause when the same is placed in view of the general public. A sign for the purposes of this section does not include works of art, including murals or other works of art, approved by the Planning Board.

~~Any structure or part thereof, or any device attached thereto or painted thereon, or any material or thing, illuminated or otherwise, which displays or includes any numeral, letter, work, model, banner, emblem, light, device, trademark or other representation used as an announcement, designation, direction, display or advertisement of any person, firm, group, organization, commodity, service, profession or enterprise when placed in such~~

~~manner that it provides visual communication to the general public out of doors, but not including the following:~~

- ~~A. Signs maintained or required to be maintained by law or governmental order.~~
- ~~B. The flag or insignia of any government or governmental agency.~~
- ~~C. The flag of any civic, political, charitable, religious, fraternal or similar organization, which is hung on a flagpole or mast.~~
- ~~D. Religious or other seasonal holiday decorations which do not contain commercial lettering, wording, designs, symbols or other devices.~~

SIGN AREA

Where a sign consists of a single board or face with information on one or both sides, the area which results by including the outside dimensions of such sign, not including the vertical, horizontal or diagonal supports which may affix the sign to the ground or to a structure or building unless such supports are evidently designed to be part of the sign as defined herein. Where a sign consists of several individual faces, the area shall be the total of the area of all such faces which can be observed from any one point. Where the sign consists of individual letters or symbols attached to or painted on any building, window, or part thereof, the area shall be considered to be that of the smallest basic geometric shape (rectangle, triangle or circle) which encompasses all of the letters, symbols and/or any background of a different color than the color of the building.

SIGN, AWNING

Any visual message incorporated in an awning attached to a building. This sign type does not include canopies over gas pumps.

SIGN, BANNER

Any sign constructed of fabric or other flexible material. Flags are not considered banner signs.

SIGN, BILLBOARD

Any sign, other than an exempt sign, which advertises or otherwise directs attention to a business, commodity, service, industry or other activity which is not, or is only incidentally, sold, offered or conducted at the real property at which such sign is located.

SIGN, FREESTANDING

Any sign independent of any building but permanently affixed, by any other means, to the ground.

SIGN, LAWN

Temporary freestanding signs placed or inserted on the ground.

SIGN, PROJECTING

Any sign which is attached perpendicular to a building or other structure and extends 12 inches beyond the line of the building or structure or beyond the surface of that portion of the building or structure to which it is attached.

SIGN, ROOF

A sign erected on a roof or extending in height above the cornice or projecting eave of the roofline of the building on which the sign is erected.

SIGN, SANDWICH BOARD

A two-sided hinged sign, portable in nature and capable of standing without support or attachment. The area of a sandwich board sign shall be the total area of one face of the sandwich board sign.

SIGN, TEMPORARY

A banner, poster or advertising display constructed of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood or other like materials and that appears to be intended or is determined by the Building Inspector, or his or her designee, to be displayed for a limited period of time of no more than six months in a twelve month period.

SIGN, WALL

Any painted sign or poster or any surface or place that may be affixed to the front, side or rear walls of any building.

SIGN, WINDOW

A type of sign applied onto or attached to the inside or outside of a window or a transparent door or within 18 inches of the window or transparent door surface.

Section 3. Chapter 223, Section 15 of the Code of the City of Beacon entitled “Signs” is hereby amended as follows:

§ 223-15 Signs.

A. Purpose. The purpose of this section is to promote and protect the public health, safety and welfare by regulating signs of all types within the City of Beacon. This section is intended to protect property values, create a more attractive economic and business climate, ensure pedestrian and vehicular safety, enhance and protect the physical appearance of the community and preserve the scenic and natural beauty of the City.

B. Objectives. These regulations also serve to achieve the following objectives:

- (1) Ensure right to free speech as protected under the Constitution;
- (2) Protect property values, create a more attractive economic and business climate, and protect the physical appearance of the community;

- (3) Provide structures and uses with effective means of identification while reducing visual clutter through the prevention of excessive and confusing sign displays;
- (4) Reduce traffic conflicts or hazards by minimizing visual distractions or obstacles in or visible from the public rights-of-way;
- (5) Minimize the adverse effect of signs on nearby public and private property;
- (6) Avoid personal injury and property damage from unsafe or confusing signs; and
- (7) Establish a clear and impartial process for those seeking to install signs.

C. Conformity required. No sign or billboard shall be erected, constructed, displayed, maintained, moved, reconstructed, extended, enlarged or altered, except in conformity with and expressly authorized by the provisions of this chapter.

D. Permit required.

- (1) Unless specifically exempted from obtaining a permit under the provisions of this section, no person shall erect, construct, replace, relocate or structurally alter any sign within the City without first obtaining a sign permit from the Building Inspector and paying the required fee to the City Clerk. The repainting, repairing, changing of parts or sign facing, and maintenance of signs shall not require the issuance of a sign permit provided such maintenance, change or alteration does not in any way alter the size, illumination or location of the sign on the property.
- (2) Submission of a permit application shall be on a form issued by the Building Department and the application fee shall be set forth in the City of Beacon Fee Schedule. The application shall include plans and/or specification of the sign, including the dimensions, materials and details of construction of the proposed sign.
- (3) If a sign is not erected within six months following the issuance of a sign permit for said sign, the sign permit will automatically become void.

~~A. Relationship to a permitted use. All signs must pertain to a use conducted on the same property on which they are located.~~

~~B. Signs in residence districts. In residence districts, the following signs are hereby authorized:~~

- ~~(1) One identification sign stating the name and address of the resident or property or the number of the lot, not exceeding one square foot in area.~~
- ~~(2) One identification sign announcing any profession or occupation permitted~~

~~as an accessory use on the lot, not exceeding one square foot of area.~~

~~(3) For other permitted uses, one sign at each street frontage where the use has an access drive, provided that the total area of such sign does not exceed 50 square feet.~~

~~(4) Temporary signs in accordance with Subsection F below.~~

~~(5)(1) Interior signs displayed through windows shall not require a permit under this section, and said signs shall not count toward maximum number of signs affixed to a building per establishment. However, interior window signs affixed to or placed so as to be visible through a window shall be limited to the windows of the structure within which the permitted use is situated, facing the principal street giving access to such structure. The total amount of signage shall not exceed 30% of the total glass area. All signs shall be maintained in a legible, neat and orderly fashion.~~

E. Prohibited Signs.

~~(1) Signs that contain words or pictures of an obscene or pornographic nature.~~

~~(2) Signs that emit audible sounds, odor or visible matter.~~

~~(3) Signs placed on a curb, sidewalk, hydrant, utility pole, trees or other objects located on or over any public street, public property or within any public right-of-way, unless otherwise permitted. The City reserves the right to remove any sign placed on public property without notice.~~

~~(4) Portable signs, including signs that are mounted on wheels or mounted on any structure on wheels, but not including permitted sandwich board signs.~~

~~(5) Signs with mirrors or any other reflective material.~~

~~(6) Roof signs.~~

~~(7) Billboards.~~

~~(8) Signs that are mechanically, digitally or electronically animated.~~

~~(9) Inflated signs, wind-animated banners, tethered balloons, and projected images.~~

F. Signs exempt from permit requirements. The following signs are exempt from the permit requirements of this section. Unless otherwise limited below, such exempt sign shall not exceed four feet in height and shall not exceed six square feet in sign area per sign. Each exempt sign must comply with all other provisions of this section.

(1) Any official sign, public notice, or warning sign prescribed by federal, state or

- local law, including but not limited to signs erected and maintained pursuant to and in discharge of any government functions. The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
- (2) Identification signs stating the name and address of the resident or property or the number of the lot, not exceeding two square feet in area.
 - (3) One nonilluminated secondary window signs communicating accessory information such as hours of operation, "in" or "out" signs, and totaling no more than one square foot in size.
 - (4) Temporary nonilluminated window signs in non-residential uses. The total amount of signage shall not exceed 20% of the total window surface area. Temporary window signs shall include signs that identify special events and sales.
 - (5) Nonilluminated signs used for the purpose of selling, renting or leasing land or buildings, and displayed only on the premises for sale or lease. No such signs shall exceed four feet in height or six square feet in area, shall be limited to one per premises, and shall be removed immediately upon sale, rental or lease of the premises. The top of the sign shall be no more than six feet off the ground. The sign shall be placed at least five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
 - (6) One nonilluminated construction sign not exceeding six square feet in area identifying the parties involved in the design, financing and/or provision of labor and materials associated with the labor on the premises where the sign is located, but not including the advertisement of any product. Such sign shall be removed prior to the issuance of a certificate of occupancy authorizing the initiation of intended use of the premises. The sign shall be placed at least five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
 - (7) Flags of any nation or state, and seasonal flags shall not require a sign permit. Flags shall not exceed 20 square feet.
 - (8) Historical markers, monuments or signs as approved by local, state or federal authorities.
 - (9) One nameplate or sign not exceeding two square feet for home occupation and home professional offices uses.
 - (10) Lawn signs on any lot without a permit provided that the sign does not exceed three feet in height and three square feet in area. The aggregate area of all lawn signs on any lot shall not exceed 16 square feet. The top of the lawn sign shall be no more than five feet off the ground. The lawn sign shall be placed at least

five feet from all property lines and shall not be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow. Such signs are to be nonilluminated and shall be displayed for a limited period of time of no more than six months in a twelve month period. Law signs must be removed within seven calendar days after the event for which they are displayed.

- (11) Signs within a building not legible from the public right-of-way or adjacent lots, or any sign within an enclosed outdoor space, such as an athletic field, where such sign is not legible beyond the property lines.

C.G. Sign regulations in ~~residence~~ all districts.

- (1) ~~Animation. No sign shall be mechanically animated, such as moving, rotating or revolving.~~
- (2) Setback. All signs shall be located within the setback lines of the lot or on the building, unless otherwise permitted.
- (3) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.-
- (4) Illumination. Permitted signs may be internally or externally illuminated, unless otherwise prohibited, except by means of a neon-type electric material, provided that such illumination shall not be twinkling, flashing, intermittent, or of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights-of-way and provided that the source of such illumination shall not be visible beyond the boundaries of the lot on which it is located. Notwithstanding the above, neon, ~~LCD-fluorescent~~ and LED signs shall not be permitted for any residential use, but may be permitted in nonresidential districts, unless otherwise prohibited. All illumination shall be focused downward from above, shall create no direct glare and shall light only the sign area.
- (5) Placement. No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
- (6) No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act.

H. Signs for residential uses.

- (1) No sign for a residential use, including exempt signs under § 223-15G, shall be placed above the first floor.
- (2) The aggregate sign area of all signs with permits on any lot shall not exceed 16 square feet.

- (3) A subdivision, apartment or multi-family housing development consisting of more than 15 dwelling units may display freestanding identification sign at each street entrance to the development, designating only the name of the development, the address and name of the owner and the names of any buildings located therein, provided that the maximum sign area of said sign shall not exceed 24 square feet and shall not be more than six feet in height. The top of the sign shall be no more than eight feet off the ground. Such sign shall maintain at least a five foot setback from all property lines.

D.I. Signs in for nonresidence districts nonresidential uses. In nonresidence districts,
~~†~~The following signs are hereby permitted for nonresidential uses: authorized:

- (1) Not more than one sign affixed to the outer wall of the structure within which the permitted use is situated, which outer wall faces the principal street giving access to such structure, provided that:
 - (a) The aggregate area of each ~~such~~ sign shall not exceed one square foot for each linear foot of building facing the street.
 - ~~(a)(b)~~ The aggregate area of all signs with permits on any lot shall not exceed two square feet for each linear foot of a building facing the street.
 - ~~(b)(c)~~ No such sign shall exceed two feet in height, except that a ~~vertical~~ projecting wall sign shall not exceed eight feet in height or ten square feet. A vertical projecting wall sign is defined as any sign which is attached to the building wall or structure which is perpendicular to the face of such wall or structure.
 - ~~(e)(d)~~ No sign shall project above the eaves of the building on which it is affixed or, if no eaves exist thereon, the roof, nor shall any wall sign extend more than six inches from the building into any required yard.
 - ~~(d)~~ No sign shall face an abutting residential zoning district if located within 50 feet of such district.
 - (e) Vertical pProjecting wall signs shall not have more than two faces.
 - (f) The exterior edge of a ~~vertical~~ projecting wall sign shall not extend more than ~~five six~~ feet from the outer wall of the structure ~~or 1/3 the width of the sidewalk, whichever is less.~~
 - (g) No part of a ~~vertical~~ projecting wall sign shall extend into vehicular traffic areas, and any part over pedestrian areas shall have a minimum clearance of seven feet, six inches.
- (2) Not more than one freestanding sign facing each street on which the lot abuts,

provided that:

- (a) The building is set back ~~not less than~~ at least 50 feet from the street line, in which case the sign shall not exceed 20 square feet in area.
 - (b) The building is set back ~~not less than~~ at least 100 feet from the street line, in which case the sign shall not exceed 35 square feet in area.
 - (c) ~~No dimension shall exceed 12 feet. The top of the sign shall be no higher than 16 feet off the ground.~~
- ~~(3) Permanent window signs. The total amount of signage shall not exceed 20% of the total window surface area and shall not exceed four feet in height and 16 square feet in area.~~
- ~~(4) Awning signs. One sign for each premise shall be allowed. The area of such sign shall not exceed 20% of the area of the awning.~~
- ~~(5) Sandwich board signs. A single sandwich board sign shall be permitted on any lot provided that such sign does not exceed three feet in height and six feet in area. All sandwich board signs shall be brought in each day at the close of business. Signs shall not be placed in such a way as to obstruct property sight distance or otherwise interfere with pedestrian or traffic flow. A pedestrian clearway of at least six feet shall be maintained in a pedestrian walkway, a pedestrian clearway of at least eight feet shall be maintained whenever possible.~~
- ~~(3)(6) One identification sign, not exceeding 10 square feet in area, to the outer wall of the structure facing upon a street or parking lot not faced by a sign as permitted in Subsection E(1) above.~~
- ~~(4)(7) In addition to other permitted signs, necessary small directional signs are permitted on access roads and parking areas, provided that the area of each sign shall not exceed two square feet.~~
- ~~(5)(8) Interior signs displayed through windows shall not require a permit under this section, and said signs shall not count toward maximum number of signs affixed to a building per establishment. However, interior window signs affixed to or placed so as to be visible through a window shall be limited to the windows of the structure within which the permitted use is situated, facing the principal street giving access to such structure. The total amount of signage shall not exceed 30% of the total glass area. All signs shall be maintained in a legible, neat and orderly fashion.~~
- ~~(6) Temporary signs in accordance with Subsection F below.~~

E.J. Signs in the Historic District and Landmark Overlay Zone. All signs in the Historic District and Landmark Overlay Zone shall be approved by the Planning

Board pursuant to § 134-6.

F.K. Temporary signs.

- (1) All signs of a temporary nature must receive permits before being displayed, except those specified in 123-15G.
 - (2) Requirements. Any proposed temporary sign shall conform to the following:
 - (a) Such sign shall not exceed four feet in height and 32 square feet in area for any non-residential use. The top of the temporary sign shall be no more than 16 feet off the ground.
 - (b) Such sign shall not exceed four feet in height and 32 square feet in area for any residential use. The top of the temporary sign shall be no more than six feet off the ground.
 - (c) Such sign shall not be displayed for more than six months in a twelve month period.
 - (d) Such sign shall not be illuminated.
 - (e) Such sign shall maintain at least a five foot setback from all property lines.
 - (f) Such sign shall be placed in such a way as to not obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.
 - (3) Banners shall be permitted as temporary signs and shall be subject to the provisions set forth above.
- ~~(i.) A temporary sign is a nonilluminated sign that is used in connection with a circumstance, situation or event that is designed, intended or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign, such as signs displayed during campaigns, drives or events of civic, political, philanthropic, educational or religious institutions. If such sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be regarded as "temporary." Unless otherwise provided in this section, signs shall not be considered temporary if they are effectively displayed on an ongoing basis, interrupted by short intervals when they are not displayed. Temporary signs shall not require a permit under this section, unless located in the public right-of-way or on public property.~~
- ~~(2) Temporary signs must be removed by the individual or organization which posted, or caused to be posted, such temporary signs within seven calendar~~

~~days after the event for which they are displayed, unless otherwise provided in this section.~~

- ~~(3) No temporary sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.~~
- ~~(4) The following temporary signs shall be permitted in all districts, unless otherwise provided in this section:~~
 - ~~(a) Not more than one temporary sign for each street frontage of the lot, identifying the architect, engineer and/or contractor, and not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts, shall be permitted during the course of construction only.~~
 - ~~(b) One "for sale" or one "to let" sign not exceeding six square feet in area for a single lot, or 50 square feet in area for a real estate subdivision, and set back at least 15 feet along the frontage of the street upon which the property is located. A "sold" sign shall not be displayed for more than 30 calendar days.~~
 - ~~(c) Signs indicating that a special event such as a grand opening, fair, carnival, circus, festival or similar event is taking place on the lot where the sign is located, not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts, and limited to one sign for each street frontage of the lot. The sign shall not be posted sooner than two weeks prior to the special event and shall be removed by the individual or organization which posted, or caused to be posted, such sign within three calendar days following the special event.~~
 - ~~(d) Sidewalk signs with no more than two faces, including but not limited to sandwich boards, in nonresidence districts, or in any other district provided the sign is located on Route 52 (Fishkill Avenue and Teller Avenue) or Route 9D (North Avenue and Wolcott Avenue), not exceeding one sign per business and not exceeding two feet in width and three feet in height. Sidewalk signs may be displayed on an ongoing basis, but shall not be displayed between the hours of 11:00 p.m. and 6:00 a.m., shall not include banners, and shall not be tethered. Sidewalk signs shall be located in the front of the business for which the sign is displayed, unless the business is located on a corner lot in which case the sign may be located to the side of the business, or unless the business maintains a rear entrance in which case the sign may be located to the rear of the business.~~
 - ~~(e) Signs for tag, garage or yard sales, not exceeding six square feet.~~

~~(f) Signs conveying a nonpolitical, noncommercial message, not exceeding 40 square feet in area in nonresidence districts and six square feet in residence districts and limited to one sign for each street frontage of the lot.~~

~~(g)(a) Political posters, banners, promotional devices and similar political signs.~~

~~G. Sign regulations in nonresidence districts.~~

~~(1) Illumination. Permitted signs may be internally or externally illuminated, provided that such illumination shall not be twinkling, flashing, intermittent, of changing degrees of intensity or projected outward from the property onto adjacent properties or public rights of way and provided that the source of such illumination shall not be visible beyond the boundaries of the lot on which it is located. Notwithstanding the above, neon, LCD and LED signs may be permitted.~~

~~(2) Placement. No sign shall be located so as to obscure any signs displayed by public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow.~~

~~(3) Setback. Unless otherwise specified, all signs shall be located within the setback lines of the lot or on the building.~~

~~(4) Repair. All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.~~

~~(5)(1) Animation. No sign shall be mechanically animated, such as moving, rotating or revolving.~~

~~H. Temporary signs in the public right of way and on public property.~~

~~(1) Permit required. In all districts, no temporary signs shall be erected in the public right of way or on public property without a permit, unless specifically exempted below.~~

~~(2) Exceptions. The following signs shall not be subject to the issuance of a permit:~~

~~(a) Public signs erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic.~~

~~(b) Temporary emergency warning signs erected by a governmental body, public utility company or contractor doing authorized or permitted work within the public right of way, provided that such signs shall be located outside of the public vehicular and pedestrian travel ways and~~

~~shall be placed so as not to create any nuisance or threat to public safety.~~

~~(c) Bus stops erected by a public transit company.~~

~~(d) Informational signs of a public utility regarding its poles, lines, pipes or facilities.~~

~~(3) Permit standards. The Building Inspector or his duly authorized designee shall issue a permit within a reasonable period of time following receipt of a complete permit application for the placement of a temporary sign in the right-of-way or on public property, provided the following conditions are satisfied:~~

~~(a) Submission of a permit application on a form issued by the Building Department and payment of the application fee as set forth in the City of Beacon Fee Schedule.~~

~~(b) No sign shall be placed in a location that would cause a violation of the provisions of the Americans with Disabilities Act, as may be amended from time to time.~~

~~(c) All signs must comply with the provisions of Subsection F, above.~~

~~(d) No sign shall be located so as to obscure any signs displayed by a public authority, nor shall any sign be placed in such a way as to obstruct proper sight distance or otherwise interfere with pedestrian or traffic flow or means of egress.~~

~~(e) The necessity of surety bonds and/or insurance shall be determined by the Building Inspector or his duly authorized designee. If it is determined that such surety bond and/or insurance is necessary, the amount of such surety bond and/or insurance shall be determined by the Building Inspector or his duly authorized designee, in his/her sole discretion, as may be necessary to defray any expense of liability from the City. Surety bonds and/or insurance policies shall be approved as to form by the City Attorney.~~

~~(f) Permits for sidewalk signs shall be valid for one year from the date of issuance and shall not be transferrable.~~

L. Nonconforming signs.

(1) All nonconforming signs for residential uses shall be removed or brought into compliance within three years of the adoption date of this section.

(2) All nonconforming temporary signs shall be removed or brought into compliance within 90 days of the adoption date of this section.

- (3) Any nonconforming sign for a residential use that is removed from its position or siting and not replaced in-kind within 30 days shall be presumed to be abandoned and discontinued and may not be restored or re-erected except in compliance with this section.
- (4) No nonconforming sign may be altered in any way that would increase its nonconformity with the regulations of this section, including but not limited to area, height, setback and illumination.
- (1)(5) Nothing herein shall be deemed to prevent maintaining a nonconforming sign in good repair and safe condition.

F.M. Violations.

- (1) Noncompliance with any of the foregoing provisions shall constitute an offense, punishable as provided for in § 1-3, General penalty. When a person has received written notice from the Building Inspector or has been served with a summons and complaint in an action to enjoin continuance of any violation, each day in excess of 10 days thereafter that he shall continue to be guilty of such violation shall constitute an additional, separate and distinct offense.
- (2) Any temporary sign installed or placed, except in conformance with the requirements of this section, shall be subject to removal. In addition to other remedies hereunder, the City shall have the right to recover from the owner or person placing such sign the full costs of removal and disposal of such signs in accordance with the administrative fee set forth in the City of Beacon Schedule of Fees. The fee shall be paid by the individual or entity retrieving the signs from the City. The City shall dispose of the sign(s) after five calendar days from the removal of the sign(s) by the City.
- (3) The display of any sign at a location containing the name or address of a person or entity and a commercial message relating to such person or address shall be presumptive evidence that such person installed, created, erected and maintained the sign at the location where it was displayed. This presumption shall be subject to rebuttal by competent evidence.

Section 4. 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 5. Severability

The provisions of this Local Law are separable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or

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

Section 6. Effective Date

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

DRAFT

Proposed Draft Sign Regulations For the City of Beacon Nonresidential Uses

NONRESIDENTIAL USES Aggregate area of each sign not to exceed 1 sq. ft. for each linear ft. of building facing the street Aggregate area of all signs on any lot not to exceed 2 sq. ft. for each linear ft. of building facing the street	Allowed (no permit required) (Not to exceed 4 ft. in height and 6 ft. in sign area, unless specified below)	
	Sign Type	Size and other Restrictions
	Official Sign, Public Notice, Warning Sign	The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
	Identification	Not to exceed 4 sq. ft. in area
	Nonilluminated secondary window sign ("in" or "out" sign")	1 sign allowed, not exceed 1 sq. ft. in area
	Temporary nonilluminated window sign	Total signage shall not exceed 20% of the total window surface area.
	Nonilluminated Real Estate	1 sign allowed, shall not exceed 4 ft in height or 6 sq. ft. in area. The top of the sign shall be no more than 6 ft off the ground.
	Nonilluminated Construction	Not exceeding 6 sq. ft. in area
	Flags	Not exceeding 20 sq. ft
	Historical Markers	As approved by local, state or federal authorities.
	Nameplates of Sign for Home Occupation/Professional Office	1 nameplate, not exceeding 2 sq. ft.,
	Lawn Signs	Lawn signs allowed, not to exceed 3 ft. in height and 3 sq. ft. in area. The aggregate area of all lawn signs shall not exceed 16 sq. ft. The top of the lawn sign shall be no more than 5 ft off the ground. Signs shall be nonilluminated and shall be displayed for a limited period of time of no more than 6 months in a 12 month period. Must be removed 7 days after the event.

Proposed Draft Sign Regulations For the City of Beacon Nonresidential Uses

NONRESIDENTIAL USES Aggregate area of each sign not to exceed 1 sq. ft. for each linear ft. of building facing the street Aggregate area of all signs on any lot not to exceed 2 sq. ft. for each linear ft. of building facing the street	Allowed With A Permit	
	Sign Type	Size and other restrictions
	Projecting Wall	No more than 2 faces, not to exceed 8 ft. in height and 10 sq. ft. in area
	Freestanding	Building is set back at least 50 ft., sign shall not exceed 20 sq. ft. in area Building is set back at least 100 ft., sign shall not exceed 35 sq. ft. in area Top of the sign shall be no higher than 16 ft. from the ground
	Permanent Window Sign	Aggregate area shall not exceed 20% of the total window surface and shall not exceed 4 ft. in height
	Awning Sign	1 per lot, area shall not exceed 20% of the area of the awning.
	Sandwich Board	1 sign, not to exceed 3 ft. in height and 6 ft. in area, brought in after close of business. A pedestrian clearway of at least six feet shall be maintained in a pedestrian walkway, a pedestrian clearway of at least eight feet shall be maintained whenever possible.
	Temporary	Not to exceed 4 ft. in height and 32 sq. ft. in area; not to be illuminated. The top of the lawn sign shall be no more than 16ft. off the ground. Such sign shall not be displayed for more than 6 months in a 12 month period.
	Banners	Permitted as temporary on private property

Proposed Draft Sign Regulations For the City of Beacon Residential Uses

RESIDENTIAL USES Aggregate of all signs on any lot not to exceed 16 sq. ft. No sign, including exempt signs, shall be placed above the first floor.	Allowed (no permit required) (Not to exceed 4 ft. in height and 6 ft. in sign area)	
	Sign Type	Size and other Restrictions
	Official Sign, Public Notice, Warning Sign	The sign must comply with the size restrictions set forth herein, unless otherwise prescribed by federal, state or local law.
	Identification	Not to exceed 4 sq. ft. in area
	Nonilluminated Real Estate	1 sign allowed, shall not exceed 4 ft in height or 6 sq. ft. in area. The top of the sign shall be no more than 6 ft off the ground.
	Nonilluminated Construction	Not exceeding 6 sq. ft. in area.
	Flags	Not exceeding 20 sq. ft.
	Historical Markers	As approved by local, state or federal authorities.
	Nameplates of Sign for Home Occupation/Professional Office	1 nameplate, not exceeding 2 sq. ft.,
	Lawn Signs	Lawn signs allowed, not to exceed 3 ft. in height and 3 sq. ft. in area. The aggregate area of all lawn signs shall not exceed 16 sq. ft. The top of the lawn sign shall be no more than 5 ft off the ground. Signs shall be nonilluminated and shall be displayed for a limited period of time of no more than 6 months in a 12 month period. Must be removed 7 days after the event.

Proposed Draft Sign Regulations For the City of Beacon Residential Uses and Historic District

	Allowed With A Permit	
	Sign Type	Size and other restrictions
	One identification sign for subdivisions, apartments or multi-family developments that contain more than 15 dwelling units	At the entrance, not to exceed 24 sq. ft. in area
	Temporary	Not to exceed 4 ft. in height and 32 sq. ft. in area; not to be illuminated. The top of the lawn sign shall be no more than 6 ft. off the ground. Such sign shall not be displayed for more than 6 months in a 12 month period.
RESIDENTIAL USES Aggregate of all signs on any lot not to exceed 16 sq. ft. No sign, including exempt signs, shall be placed above the first floor.	Banners	Permitted as temporary
Historic District¹	All	Approval by Planning Board Required, temporary signs are exempt

¹ Under Section 134-6 of the City Code, a certificate of appropriateness from the Planning Board is required for signs, including signs exempt from permit requirements under the proposed local law. Only the installation of a temporary sign does not require a certificate of appropriateness.

City of Beacon Council Agenda
12/17/2018

Title:

A public hearing to receive public comment on a proposed local law to create Chapter 42 of the Code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon

Subject:

Background:

ATTACHMENTS:

Description
LL Muni IDs

Type
Local Law

DRAFT LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO CREATE CHAPTER 42 OF THE CODE OF
THE CITY OF BEACON**

A LOCAL LAW to create Chapter 42 of the Code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon.

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

Section 1. Chapter 42 of the Code of the City of Beacon entitled “Municipal Identification Program” is hereby created as follows:

§ 42-1 Legislative findings, intent and purpose.

- A. The City Council finds that many residents of the City of Beacon often times do not have access to various forms of identification and thus have difficulty obtaining services, such as bank accounts, access to health care services, as well as access to public/government buildings. This barrier leaves thousands of individuals- including immigrants, homeless people, transgender people, senior citizens, young people, and those who have been formerly incarcerated- without access to critical services. It is the intent of the City Council to build the City of Beacon’s standing as a welcoming and inclusive center for all residents, without regard to a person’s race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, or financial status.
- B. Residents' lack of access to acceptable forms of identification also raises public safety concerns for the City. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but immigrant populations report crime at lower rates than the general population. This under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City.

- C. A City of Beacon identification card would serve to reduce the impact of the above mentioned conditions, improve public safety, and enable all City of Beacon residents to participate more fully in and become an integral part of the community. A City of Beacon identification card would encourage crime reporting and witness cooperation, both key elements in building a safer community. Such cards would also potentially enable more City residents to open bank accounts, access parks or other public facilities, and receive resident discounts at local businesses, events, and arts institutions. The cards would also benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and therefore no longer possess a valid driver's license. Accordingly, it is in the best interests of its residents for the City to issue its own municipal identification card.
- D. By authorizing the creation of this program, the City Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The program should not be used as a proxy to require individuals to produce government-issued identification to access services and benefits where such identification is not presently required, such as registering to vote or casting a ballot.

§ 42-3 Disclaimer.

The City of Beacon is providing the Beacon ID Card for identification and access to services provided by the City of Beacon. The City does not act as guarantor or warrantor of either of the information provided by the applicant for the Beacon ID Card or of/against acts, criminal or otherwise committed by the individual(s) while possessing or using the Beacon ID Card. The City does not waive any of its protections afforded under Federal, State or Local Laws, by processing or issuing the Beacon ID Cards.

§ 42-2 Definitions.

BEACON ID CARD

An identification card issued by the City of Beacon that shall, at a minimum, display the cardholder's photograph, name, date of birth, address, ID card number, and card expiration date. Such identification card shall be designed in a manner to deter fraud which may include; bar codes, serial numbers, watermarks, City Seal, or other security measures used to protect against fraud. Additionally, the card does not bestow eligibility for state or federal financial benefits, therefore significantly reducing the incentive to fraudulently obtaining an ID card.

CITY

The City of Beacon or any department, agency, board, or commission thereof.

RESIDENT

A person who can establish that he or she is a current resident of the City of Beacon pursuant to § 42-5.

§ 42-3 Beacon ID Card program.

The City Clerk shall act as the custodian of all records and applications. The City shall work with such groups as Nobody Leaves Mid-Hudson to implement the Beacon ID Card program.

§ 42-4 Issuance of Beacon ID Cards.

- A. The Beacon ID Card shall be available to any resident of the City over the age of 14, regardless of his or her race, color, creed, age, national origin, alienage or citizenship status, gender identity, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this chapter.
- B. The City shall establish an application fee for municipal identification cards of \$10 for adults and \$5 for people under the age of 18 or over the age of 62.
- C. The Beacon ID Card shall be valid for a period of 2 years from the date of issuance, and thereafter must be renewed for a fee of \$5.00 in order to keep the ID Card active. Only residents with a valid, active Beacon ID Card shall be eligible to receive Beacon ID Card benefits.

§ 42-5 Beacon ID Card eligibility.

- A. Eligibility: In order to obtain a Beacon ID Card an applicant must complete an application and provide documentation in order to establish proof of identity and proof of residency within the city as follows:
 - (1) Proof of Identity: In order to establish identity, an applicant shall be required to attain 4 points of identification by producing at least one of the following documents from LIST ONE (4 points), current or expired not more than 5 years prior to the date of the Beacon ID Card application OR one document from LIST TWO (3 points) along with one document from LIST THREE (1 point).
 - (a) **List One** (4 point documents): U.S. or foreign passport; U.S. state driver's license; U.S. state identification card; U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's

license; U.S. or foreign military identification card; a current visa issued by a government agency.

- (b) **List Two** (3 point documents): U.S. Permanent Resident (Green Card); U.S. Citizenship and Naturalization Certificate; U.S. Federal Government or Tribal-issued photo ID; State Veterans ID with photo.
- (c) **List Three** (1 point document): Social Security Card; EBT Card; High School or College Diploma; ITIN (Individual Taxpayer Identification Number) card or authorization letter (must be accompanied by an ID with a photograph); Voter Registration Card.

(2) **Proof of Residency:** In order to establish residency, an applicant shall be required to produce at least one of the following items which must show the applicant's name and residential address located within the city and must be dated no more than sixty days prior to the date such document is presented, unless otherwise indicated below:

- (a) A utility bill;
- (b) A current residential property lease;
- (c) A local property tax statement dated within one year of the date it is submitted;
- (d) A local real property mortgage payment receipt;
- (e) A bank account statement;
- (f) Proof that the applicant has a minor child currently enrolled in a school located within the city;
- (g) An employment pay stub;
- (h) A jury summons or court order issued by a federal or state court;
- (i) A federal or state income tax or refund statement dated within one year of the date it is submitted;
- (j) An insurance bill (homeowner, renter, health, life, or automobile insurance);
- (k) Written verification issued by a homeless shelter located within municipality that confirms at least fifteen days residency;
- (l) Written verification issued by a hospital, health clinic or social services agency located within the City confirming at least fifteen days residency.

§ 42-6 Confidentiality.

- A. The records relating to the application and issuance of Beacon ID Cards shall be maintained in accordance with the law.
- B. The City will make the best efforts to protect the confidentiality of all Beacon ID Card applicants to the maximum extent allowable by federal and state law.
- C. The City shall not disclose information obtain from an applicant for a Beacon ID Card to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities, unless disclosure is required by law.
- D. The City Clerk's Office shall not retain original or copies of documents provided by an applicant to prove identity or residence when applying for a Beacon ID Card; nor will the Office retain any listing of such documents. Any documentation provided by the applicant during the application process shall be immediately returned to the applicant after the Beacon ID Card is printed. A statement will be included on the application form indicating that the City Clerk's Office has reviewed the applicable documentation submitted by the applicant, and such official in the City Clerk's Office will initial the application showing that the qualifying documentation has been submitted, but not retained, in connection with the application.

§ 42-7 Access to services.

- A. The City's municipal agencies and offices, and appropriate municipal employees, including law enforcement officers, may accept the Beacon ID Card as proof of identity and residency, excluding in cases where acceptance of the Beacon ID Card is precluded by state or federal law.
- B. The City may seek to promote and expand the benefits associated with the Beacon ID Card and may take reasonable efforts to promote the acceptance of the Beacon ID Card by banks and other public and private institutions located within the City.
- C. The City's municipal agencies and offices may not require the possession of a Beacon ID Card where identification is not already required in order to obtain city services. Provided, however, that the City's municipal agencies and offices may require the possession of a Beacon ID Card to obtain benefits or privileges offered exclusively to those who possess a Beacon ID Card as an incentive to apply for the municipal identity card.
- D. The City will train appropriate municipal personnel, municipal offices, and law enforcement officers to ensure that the Beacon ID Card is effectively accepted per its intended use as is outlined in this chapter.

§ 42-8 Language assistance services.

The City may, consistent with all federal, state and local laws, provide language assistance to applicants for the municipal identity cards to facilitate access thereto. The City may identify and implement measures, including but not limited to staff training, community outreach, and language assistance tools, to address the needs of limited English proficient individuals in the successful administration of the Beacon ID Card program.

§ 42-9 Violations.

- A. It is a violation of this chapter for any person or entity to undertake any of the following acts. A fine of no more than \$100 may be imposed for each violation.
- (1) To knowingly present false information in the course of applying for a Beacon ID Card.
 - (2) To alter, copy, or replicate a Beacon ID Card without the authority of the City.
 - (3) To use a Beacon ID Card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

Section 2. Numbering for Codification

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

Section 3. 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 4. Effective Date

This local law shall take effect immediately upon filing with the Office of the Secretary of State. The Beacon ID Card program shall be implemented within 6 months of the passage of chapter.

City of Beacon Council Agenda
12/17/2018

Title:

A public hearing to receive public comment on a proposed local law to repeal Chapter 223, Article III, Section 24.8 and to amend Chapter 223, Attachment 2 of the Code of the City of Beacon concerning amusement centers containing only vintage amusement devices

Subject:

Background:

ATTACHMENTS:

Description	Type
PB Comments_amusement ctrs	Backup Material
DCPB response	Backup Material
email_amusement centers	Backup Material
LL Amusement Ctrs	Local Law



Memorandum

Planning Board

TO: Mayor Randy Casale and City Council Members

FROM: Etha Grogan
for Planning Board Chairman Gunn and Planning Board Members

RE: Proposed Local Law to repeal Chapter 183, Article III, Section 24.8 of the City Code concerning Amusement Centers

DATE: December 13, 2018

As requested the Planning Board reviewed the to repeal Chapter 183, Article III, Section 24.8 of the City Code concerning amusement centers. A comprehensive review and discussion of the proposed amendment took place during their regular meeting on December 11, 2018. After considering the purpose of repealing Chapter 183, Article III, Section 24.8 of the City Code concerning Amusement Centers, members voted unanimously to send a positive recommendation to pass the local law as presented. If you have any questions, please feel free to contact me.

Dutchess County Department of Planning and Development

Fax No Only

To Lisa Edelson
Co./Dept.
Fax # 838-5012

Date 11/20/18 # pgs 1
From Lisa Edelson
Phone # 845-838-5010 466-3600

239 Planning/Zoning Referral - Standard Form

Municipality: The City of Beacon

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

Tax Parcel Number(s): _____

Project Name: LL concerning amusement centers with only vintage amusement devices

Applicant: City of Beacon

Address of Property: 1 Municipal Plaza Beacon, NY 12508

Type of Action:

- ☒ Local Law / Text Amendment
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Permit
- ☐ Use Variance
- ☐ Area Variance
- ☐ Other: _____

Parcels within 800 feet of:

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

Date Response Requested (if less than 30 days): Public Hearing set for 12/17/18

If subject of a previous referral, please note County referral number(s): _____

Please fill in this section

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:

- ☒ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Withdrawn

Comments Attached:

- ☐ Local Concern with Comments
- ☐ Conditional
- ☐ Denial
- ☐ Incomplete — municipality must resubmit to County
- ☐ Incomplete with Comments — municipality must resubmit to County

Date Submitted: 11/20/18

Date Received: 11/20/18

Date Requested: 12/17/18

Date Required: 12/19/18

Date Response Faxed: 11/20/18

Notes:

☐ Major Project

Referral #: 2R18-373

☐ Also mailed hard copy

Reviewer: [Signature]

From: [Paulette Myers-Rich](#)
To: [Amber J. Grant](#); [Randy J. Casale](#); [George M. Mansfield](#); [Lee Kyriacou](#); [Terry Nelson](#); [Jodi McCredo](#)
Subject: Main Street is a residential neighborhood
Date: Wednesday, November 14, 2018 7:21:27 PM

Dear Council Members and Mayor Casale,

I am writing to express my concern for your notion that an amusement center of any kind can be placed on Main St. without due consideration via a special use permit. I would like to remind you that many, many businesses on Main St. have residences in them and much of the new development on Main St. is residential. The initial reason the former arcade on Main was removed was due to noise affecting adjoining businesses and disruption of residents. Not all residents are away during business hours- some work at home and some are shift workers. Main Street is a peaceful place for the most part, but as more and more people begin to live here, paying high rents to do so, it's important to remember that amusement halls that attract unsupervised minors or have a noise component should only be allowed to open after review and by special use permit. Otherwise, there will be problems after the fact around noise complaints and loitering. Do we really need to waste police resources on complaints or create an antagonistic atmosphere for neighbors? I've lived in close proximity to establishments such as pool halls and arcades in other cities and based on that experience, I believe that amusement centers on Main St. should be carefully vetted through a special use permit. And despite the suggestion that kids need something to do in Beacon, that's not a justifiable reason to have a business that's potentially disruptive to residents living on Main. Residents should be able to enjoy the peaceful use of their homes. I'm not opposed to such an establishment in general- in fact, I would love to see a pool hall somewhere in the city. But I really think it's important to review the impact on adjoining buildings before such an establishment is permitted to open.

I urge you to reconsider the requirement for a special use permit for amusement centers on Main St.

Many thanks,

Paulette Myers-Rich
469 Main St.
Beacon

LOCAL LAW NO. ____ OF 2018

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO REPEAL
CHAPTER 223, ARTICLE III, SECTION 24.8 OF THE CODE OF THE
CITY OF BEACON**

A LOCAL LAW to repeal Chapter 223, Article III, Section 24.8 and to amend Chapter 223, Attachment 2 of the Code of the City of Beacon concerning amusement centers containing only vintage amusement devices.

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

Section 1. Chapter 223 Article III, Section 24.8 of the Code of the City of Beacon entitled “Amusement centers containing only vintage amusement devices” is hereby repealed in its entirety.

Section 2. Chapter 223, Attachment 2 of the Code of the City of Beacon entitled “§ 223-17D, Schedule of Regulations for Nonresidential Districts” is hereby amended to modify the following language:

Central Business District, Permitted Principal Uses: ~~*4. Indoor Commercial Recreation ~~not to include amusement centers, unless the amusement center contains only vintage amusement devices for viewing or playing, subject to §223-24.8.~~~~

Section 3 Ratification, Readoption and Confirmation

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

Section 4. Effective Date

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

City of Beacon Council Agenda
12/17/2018

Title:

A resolution adopting a Local Law to create Chapter 42 of the code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon

Subject:

Background:

ATTACHMENTS:

Description
Reso_Muni IDs

Type
Resolution



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. _ OF 2018**

**A RESOLUTION ADOPTING A LOCAL LAW TO CREATE CHAPTER 42 OF THE
CODE OF THE CITY OF BEACON TO ESTABLISH A MUNICIPAL
IDENTIFICATION PROGRAM IN THE CITY OF BEACON**

**BE IT RESOLVED, THAT THE BEACON CITY COUNCIL HEREBY ADOPTS A
LOCAL LAW** to create Chapter 42 of the Code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon.

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

**City of Beacon Council Agenda
12/17/2018**

Title:

A resolution setting a public hearing for February 4, 2019 to receive public comment on a proposed Local Law to amend Section 223-24.5 of the Code of the City of Beacon and to refer proposed local law to the Dutchess County Planning Board and the City Planning Board for a report and recommendation

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso_PH_Telecommunications LL	Cover Memo/Letter
Memo_telecom LL	Backup Material
LL Telecommunications Facilities	Local Law



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. OF 2018**

**RESOLUTION TO SCHEDULE A PUBLIC HEARING FOR FEBRUARY 4, 2019
TO RECEIVE PUBLIC COMMENT ON A PROPOSED LOCAL LAW TO
AMEND SECTION 223-24.5 OF THE CODE OF THE
CITY OF BEACON AND TO REFER PROPOSED LOCAL LAW TO THE
DUTCHESS COUNTY PLANNING BOARD AND THE CITY PLANNING
BOARD FOR A REPORT AND RECOMMENDATION**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon hereby schedules a public hearing for February 4, 2019 to receive public comment on a proposed Local Law to amend Section 223-24.5 of the Code of the City of Beacon and to refer proposed local law to the Dutchess County Planning Board and the City Planning Board for a report and recommendation.

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

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

~~(a) On City-owned or City Housing Authority-owned sites, buildings and structures.~~

~~(b) Co-location Collocation on an existing wireless telecommunication services facility or radio tower in nonresidential zoning districts, as identified on an inventory of existing facilities which shall be maintained by the City (the "existing facilities inventory"). Co-location Collocation 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}(c)~~ ~~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.~~

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

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

~~(e)(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 collation as an option and, if such option is not proposed, the applicant must explain why collocation is commercially or otherwise impracticable.
- (5)(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.

- ~~G.~~(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.
- ~~S. 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~~ 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.

~~(1)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. 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)~~(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.

~~(3)~~(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.

~~(4)~~(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.

(5)(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.

(6)(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 Council Agenda
12/17/2018

Title:

A resolution adopting a policy for banners across Main Street

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso_Banner Policy	Resolution
Banner Policy	Backup Material



**CITY OF BEACON
CITY COUNCIL
RESOLUTION NO. _ OF 2018**

**A RESOLUTION ADOPTING A POLICY FOR BANNERS ACROSS MAIN
STREET**

BE IT RESOLVED, that the Beacon City Council hereby adopts a policy for Banners across Main Street.

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



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, except for Annual Events which may reserve up to one (1) year in advance.
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 Council Agenda
12/17/2018

Title:

A resolution authorizing execution of agreement with Weston & Sampson for Site Improvement Design Services at The Pete And Toshi Seeger Riverfront Park

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso_Riverfront Park	Resolution
Riverfront Park proposal	Backup Material

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2018

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH
WESTON & SAMPSON FOR SITE IMPROVEMENT DESIGN SERVICES
AT THE PETE AND TOSHI SEEGER RIVERFRONT PARK**

WHEREAS, the City of Beacon wishes to rehabilitate/redesign the existing parking lot, entry road, basketball courts and shed area at the Pete and Toshi Seeger Riverfront Park; and

WHEREAS, Weston & Sampson has proposed the following: Limited Topographic Survey for \$3,950.00, Schematic Design for \$10,500.00, Design Development Documents for \$17,000.00, Bidding Phase Services for \$5,000.00 and Estimated Expenses of \$800.00 for a total of \$37,250.00;

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby authorizes the execution of an agreement with Weston & Sampson for the services described herein.

BE IT FURTHER RESOLVED, that the Agreement shall be subject to review and approval by the City Administrator and the City Attorney as to form and substance.

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

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 P. Biggs

Daniel Biggs, RLA
Associate/ Regional Manager

Enclosure: Standard Terms & Conditions

Accepted by:

Signature Date

Contract/Purchase Order Reference: _____

**City of Beacon Council Agenda
12/17/2018**

Title:

Resolution authorizing lease with Verizon Wireless to allow co-location of a rooftop antenna on Mase Hook and Ladder Building

Subject:

Background:

ATTACHMENTS:

Description	Type
Reso_Verizon lease	Resolution
EAF_Verizon	Backup Material
Verizon lease	Backup Material

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2018

**RESOLUTION AUTHORIZING Lease with Verizon Wireless to allow co-location
of a rooftop antenna on Mase Hook and Ladder Building**

WHEREAS, there exists a parcel of land owned by the City located at 423-425 Main Street (parcel identification grid number 130200-6054-29-026773) in the City of Beacon, Dutchess County, New York (the “**Property**”); and

WHEREAS, there is an existing antennae used by the City’s emergency services on the rooftop of the Property; and

WHEREAS, Verizon Wireless proposed to construct a monopole on property located at 443 Main Street owned by Verizon New York, Inc., but instead wishes to co-locate on the City’s antenna facility on the Property, which will obviate the need for a monopole at 443 Main Street and minimize visual intrusion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, in accordance with Article 8 of the State Environmental Conservation Law and 6 NYCRR Part 617 and upon review of the EAF and all other materials prepared for this unlisted action, hereby adopts the attached Negative Declaration; and

BE IT FURTHER RESOLVED, the City Council approves of the Lease of a portion of the rooftop on the Property for the co-location of a rooftop antennae on an existing City communications antennae, in accordance with the terms of the Lease Agreement, subject to review and approval by the City Attorney; and

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

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Electric Blanket - Unmanned Wireless Communications Facility		
Project Location (describe, and attach a general location map): 423-425 Main Street, City of Beacon, Dutchess County, New York		
Brief Description of Proposed Action (include purpose or need): Orange County-Poughkeepsie Limited Partnership, d/b/a Verizon Wireless proposes the installation of an unmanned wireless communications facility on the existing building. Said property being located at the intersection of Teller Avenue & Van Nydeck Avenue. Access to the proposed facility will originate from Van Nydeck Avenue utilizing the existing paved parking lot. In general, the installation will consist of the following: Six (6) panel antennas mounted to the existing rooftop guyed tower at center-line heights of 63'± and 57'±, a 9.4' x 11' equipment platform within a 16.5' x 20' rooftop lease area, and all related antenna cabling and utility services (power and telephone).		
Name of Applicant/Sponsor: Orange County-Poughkeepsie Limited Partnership, d/b/a Verizon Wireless		Telephone: (585) 321-5435
		E-Mail: Kathy.Pomponio@VerizonWireless.com
Address: 1275 John Street, Suite #100		
City/PO: West Henrietta	State: New York	Zip Code: 14586
Project Contact (if not same as sponsor; give name and title/role): Robert Burgdorf, Partner, Nixon Peabody		Telephone: (585) 263-1333
		E-Mail: RBurgdorf@NixonPeabody.com
Address: 1300 Clinton Square		
City/PO: Rochester	State: New York	Zip Code: 14604
Property Owner (if not same as sponsor): City of Beacon		Telephone:
		E-Mail:
Address: 1 Municipal Plaza		
City/PO: Beacon	State: New York	Zip Code: 12508

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district? PB - Business Off-Street Parking, CB - Central Business, Historic District & Landmark Overlay Zone	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b. Is the use permitted or allowed by a special or conditional use permit? In re County of Monroe applies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c. Is a zoning change requested as part of the proposed action? If Yes, i. What is the proposed new zoning for the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C.4. Existing community services.	
a. In what school district is the project site located? Beacon City School District (10 Education Dr, Beacon, NY 12508)	
b. What police or other public protection forces serve the project site? Beacon Police Department (1 Municipal Plaza, Beacon, NY 12508)	
c. Which fire protection and emergency medical services serve the project site? Beacon Fire Department (425 Main St, Beacon, NY 12508)	
d. What parks serve the project site? Beacon Memorial Park Athletic Field (198 Robert Cahill Dr, Beacon, NY 12508)	

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Unmanned public utility/personal wireless service facility	
b. a. Total acreage of the site of the proposed action?	0.66 acres
b. Total acreage to be physically disturbed?	0.0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	0.0083 acres
c. Is the proposed action an expansion of an existing project or use?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)	
ii. Is a cluster/conservation layout proposed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will proposed action be constructed in multiple phases?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. If No, anticipated period of construction: _____ 1 months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments?

☐ Yes ☐ No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation?

☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water?

☐ Yes ☒ No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply?

☐ Yes ☐ No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project?

☐ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site?

☐ Yes ☐ No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes?

☐ Yes ☒ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities?

☐ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p>			
<p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____ Minimal increase in electrical usage as necessary to operate the facility.</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): Local Utility _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8-5 • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 Hours • Saturday: _____ 24 Hours • Sunday: _____ 24 Hours • Holidays: _____ 24 Hours </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8-5 • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 Hours • Saturday: _____ 24 Hours • Sunday: _____ 24 Hours • Holidays: _____ 24 Hours
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 8-5 • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 24 Hours • Saturday: _____ 24 Hours • Sunday: _____ 24 Hours • Holidays: _____ 24 Hours 		

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.66	0.66	0.0
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

v. Is the project site subject to an institutional control limiting property uses? <ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No • Explain: _____ _____ _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No												
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ >6 feet													
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Ur - Urban Land</td> <td style="width: 40%; text-align: right;">100 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table>		Ur - Urban Land	100 %	_____	_____ %	_____	_____ %						
Ur - Urban Land	100 %												
_____	_____ %												
_____	_____ %												
d. What is the average depth to the water table on the project site? Average: _____ >6 feet													
e. Drainage status of project site soils: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> Well Drained:</td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> Moderately Well Drained:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		<input checked="" type="checkbox"/> Well Drained:	100 % of site	<input type="checkbox"/> Moderately Well Drained:	_____ % of site	<input type="checkbox"/> Poorly Drained	_____ % of site						
<input checked="" type="checkbox"/> Well Drained:	100 % of site												
<input type="checkbox"/> Moderately Well Drained:	_____ % of site												
<input type="checkbox"/> Poorly Drained	_____ % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 60%; text-align: right;">100 % of site</td> </tr> <tr> <td><input type="checkbox"/> 10-15%:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td><input type="checkbox"/> 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		<input checked="" type="checkbox"/> 0-10%:	100 % of site	<input type="checkbox"/> 10-15%:	_____ % of site	<input type="checkbox"/> 15% or greater:	_____ % of site						
<input checked="" type="checkbox"/> 0-10%:	100 % of site												
<input type="checkbox"/> 10-15%:	_____ % of site												
<input type="checkbox"/> 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
If Yes to either i or ii, continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input type="checkbox"/> No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border: none;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes: <ul style="list-style-type: none"> i. Name of aquifer: _____ 													

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District </div> <div style="margin-top: 5px;"> ii. Name: Brett, Madam Catharyna, Homestead, US Post Office--Beacon </div> <div style="margin-top: 5px;"> iii. Brief description of attributes on which listing is based: </div> <div style="margin-top: 5px;"> Madam Brett Homestead & US Post Office - Beacon were listed on the National Register of Historic Places in 1976 and 1988, respectively </div>	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <div style="margin-top: 5px;"> i. Describe possible resource(s): </div> <div style="margin-top: 5px;"> ii. Basis for identification: </div>	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Yes: <div style="margin-top: 5px;"> i. Identify resource: NYS Rt 9 </div> <div style="margin-top: 5px;"> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): NYS Designated Scenic Road </div> <div style="margin-top: 5px;"> iii. Distance between project and resource: 3.2 miles </div>	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <div style="margin-top: 5px;"> i. Identify the name of the river and its designation: </div> <div style="margin-top: 5px;"> ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? </div>	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Phil Cocca Date 12/10/2018

Signature  Title Visual Resource Coordinator

PRINT FORM

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 Council Agenda
12/17/2018

Title:

A resolution ratifying award of contract with Mcmillen Bros. for emergency replacement of furnace in Memorial Building

Subject:

Background:

ATTACHMENTS:

Description
Reso_boiler

Type
Resolution

CITY COUNCIL

Resolution No. _____ of 2018

RESOLUTION RATIFYING AWARD OF CONTRACT WITH MCMILLEN BROS. FOR EMERGENCY REPLACEMENT OF FURNACE IN MEMORIAL BUILDING

WHEREAS, the furnace in the Memorial Building became inoperable and upon investigation it was determined that emergency replacement of the furnace was required to prevent damage to the building from lack of heat; and

WHEREAS, it was necessary to replace the furnace immediately to prevent damage from lack of heat in the cold winter months; and

WHEREAS, upon the recommendation of the Superintendent of Streets, the City Administrator authorized McMillen Brothers, Inc. to purchase and install a new furnace in the Memorial Building; and

WHEREAS, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer of the political subdivision pursuant to the provisions of General Municipal Law § 103(4).

NOW THEREFORE BE IT RESOLVED, that the City Council hereby establishes that there was an urgent need to install a new furnace in the Memorial Building to prevent damage resulting from lack of heat in the winter; the prevention of damage to the public building was sufficient to justify the City's bypass of and compliance with the City's procurement policy and the City's hiring of a contractor to replace the furnace in the Memorial Building; and

BE IT FURTHER RESOLVED, that the City Council hereby ratifies the contract with McMillen Brothers, Inc. in the amount of \$18,500.00 for the emergency replacement and installation of a new furnace in the Memorial Building.

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

**City of Beacon Council Agenda
12/17/2018**

Title:

A resolution referring Tioronda Bridge Historic Preservation question to Planning Board

Subject:

Background:

ATTACHMENTS:

Description
Reso_Tioronda

Type
Resolution

**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. OF 2018

**A RESOLUTION REFERRING TIORONDA BRIDGE HISTORIC PRESERVATION
QUESTION TO PLANNING BOARD**

WHEREAS, the Tioronda Bridge, now dismantled, originally spanned the upper tidal reach of Fishkill Creek where it meets the Hudson River at the former Tioronda Hat Works factory. Erected in 1873 by the Ohio Bridge Company, the three-span, Rezner patent, bowstring arch structure was listed in the National Register of Historic Places by the U.S. Department of the Interior, National Park Service in 1976 for its significance in U.S. bridge engineering and place in Beacon's industrial history; and

WHEREAS, the trusses were removed in 2006, and are now stored at the Beacon Highway Department Transfer Station and all that remains at the original bridge site is the two split stone abutments and two piers, portions of which were modified when the sewer and water utilities crossing the Fishkill Creek were rehabilitated in 2013/2014; and

WHEREAS, the NYS Office of Parks, Recreation, and Historic Preservation has advised the City that through the move and process of deterioration, the Tioronda Bridge has substantially lost its historic integrity and ability to illustrate its significance and should be delisted from the National Register.

WHEREAS, the City Council is considering constructing a new one lane bridge for vehicular and pedestrian crossing; and

WHEREAS, this property is located within the Historic District; and

WHEREAS, the City Council has discussed whether Chapter 134 of the City Code regarding Historic Preservation applies to the design of a new bridge; and

WHEREAS, the City Council believes it is appropriate to understand the requirements of Chapter 134 prior to spending money on the design of the bridge.

NOW THEREFORE, BE IT RESOLVED, that the City Council requests that the Planning Board advise how Chapter 134 and the requirement to obtain a Certificate of Appropriateness applies to the design of a new bridge at this location.

BE IT FURTHER RESOLVED, that the City Administrator and City Attorney will prepare a memorandum to the City's Planning Board providing the relevant reports and City Code language for the Planning Board's discussion.

Resolution No. _____ of 2018

Date: 2018

- ☐ Amendments
☐ Not on roll call
☐ On roll call

- ☐ 2/3 Required
☐ 3/4 Required

Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Lee Kyriacou					
		John Rembert					
		Amber Grant					
		Mayor Randy J. Casale					
		Motion Carried					

**City of Beacon Council Agenda
12/17/2018**

Title:

Approval of Minutes from December 3, 2018

Subject:

Background:

ATTACHMENTS:

Description
Minutes_12_3

Type
Cover Memo/Letter

CALL TO ORDER

Mayor Casale called the meeting to order at 7:00 PM

PLEDGE OF ALLEGIANCE

Mayor Casale led the Pledge of Allegiance.

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

ROLL CALL

Present:

Councilmembers Councilmember Lee Kyriacou, At Large (LK); George Mansfield, At Large (GM); Terry Nelson, Ward One (TN); John Rembert, Ward Two (JR); Jodi McCredo, Ward Three (JM); and Mayor Randy Casale (RC)

Total: 6, quorum present

Also Present:

City Administrator Anthony Ruggiero (AR); City Attorney Nick Ward-Willis (NWW)

Excused:

Amber Grant, Ward Four (AG)

1ST OPPORTUNITY FOR PUBLIC COMMENT

Speakers:

- Theresa Kraft spoke about the fire department.
- Lou Amoroso spoke about the South Avenue Bridge and the Firehouse.
- Arthur Camins spoke about the variances for 23-28 Creek Drive and plans for a new City Hall.

PRESENTATIONS:

- **Beacon Community Kitchen** – shared information about their program (see attached flyer)
- **Assemblyman Jonathan Jacobsen** introduced himself to the Council and looks forward to working together.

PUBLIC HEARING

- **A public hearing to receive public comment on a proposed local law to repeal Chapter 135 and to amend Chapter 1, Article I, Section 3 of the Code of the City of Beacon to remove reference to Housing Standards in the City Code**

Speakers: none

- Motion made by TN, seconded by JR to **close the public hearing**. The motion was carried unanimously by voice vote.

- **A public hearing to receive public comment on an application to amend a Special Use Permit for the project known as "The Roundhouse" on East Main Street**

Speakers: Theresa Kraft spoke about traffic concerns.

- Motion made by JR, seconded by JM to **close the public hearing**. The motion was carried unanimously by voice vote.

COUNCIL REPORTS

- AG- excused
- JR – no report
- LK – no report
- GM – no report
- JM – no report, wished everyone a Happy Hanukkah
- TN – announced the Bicycle Tree will be lit on 12/8, activities start at 4pm with lighting and visit from Santa at 5pm.
- RC – "Ending Overdose in Our Community" forum and Narcan training will be held on Wednesday 12/5 at 7pm.
- AR – no report

LOCAL LAWS AND RESOLUTIONS

1. **A resolution appointing Ryan Sambells as a Police Officer in the City of Beacon Police Department**
 ▷ A motion was made by TN, seconded by GM to adopt. The motion was carried unanimously by roll call vote.
2. **A resolution adopting a local law to repeal Chapter 135 and to amend Chapter 1, Article I, Section 3 of the Code of the City of Beacon to remove reference to Housing Standards in the City Code.**
 ▷ A motion was made by JR, seconded by JM to adopt. The motion was carried unanimously by roll call vote.
3. **A resolution granting a special use permit for 2 East Main St (The Roundhouse)**
 ▷ A motion was made by GM, seconded by TN to adopt. The motion was carried unanimously by roll call vote.
4. **A resolution to refer the Concept Plan for 23-28 Creek Drive to the Dutchess County Planning Board and the City Planning Board for a report and recommendation**
 ▷ A motion was made by GM, seconded by JM to adopt. The motion was carried unanimously by voice vote.
5. **A resolution setting a public hearing for December 17, 2018 to receive public comment on a proposed local law to create Chapter 42 of the Code of the City of Beacon to establish a Municipal Identification Program in the City of Beacon**
 ▷ A motion was made by TN, seconded by JM to adopt. The motion was carried unanimously by voice vote.
6. **A resolution to adopt the 2019 Budget for the City of Beacon**
 ▷ A motion was made by TN, seconded by JR to adopt. The motion was carried unanimously by roll call vote.

APPROVAL OF MINUTES

- ▷ A motion was made by TN, seconded by JR to approve the minutes from November 19, 2018. The motion was carried unanimously by voice vote.

Budget Amendments:

- ▷ A motion was made by TN, seconded by JM to approve the Budget Amendments. The motion was carried unanimously by voice vote.

2ND OPPORTUNITY FOR PUBLIC COMMENT

Speakers – LaStar Buck spoke about the need for afterschool activities for kids.

Adjournment:

- ▷ A motion was made by JM, seconded by JR to adjourn the meeting. The motion was carried unanimously by voice vote.

Next Council Meeting is Monday, December 17, 2018 at 7:00 PM.

Next Council Workshop is Monday, December 10, 2018 at 7:00 PM.

A video recording of this meeting in its entirety can be found here -<http://www.cityofbeacon.org/Government/videos.htm>

Submitted by Lisa Edelson

BEACON COMMUNITY KITCHEN

OPEN
Mon-Thurs.



HOURS
10:30 AM - 12:00 PM

All welcome for a hot meal!

incareof.beacon@gmail.com

Location:

Tabernacle of Christ Church
483 Main St. (side entrance)
Beacon NY 12508

Email:

incareof.beacon@gmail.com

Facebook:

[incareoflinkingcommunities](#)

Instagram:

[@beaconcommunitykitchen](#)

In Care Of Multi-Services

(ICOMS) is a 501(c)3 not for profit charitable, grassroots, community / faith-based-organization. It has been providing services for the Beacon Community since 2013 through its founder **Candi Rivera**. Services include, but are not limited to, the distribution of backpacks with supplies, gently used and new coats and a community kitchen. This has been made possible by the collaborative efforts with organizations (pvt/public) diversified institutions, merchants and residents in Beacon and neighboring communities.

The Beacon Community Kitchen (BCK) was born in response to a community wide concern over the closing of an existing soup kitchen. The concerted efforts of community organizations and residents around a table afforded us the opportunity to take a leap of faith. **BCK** operates under the auspices of

ICOMS in collaboration with

Tabernacle of Christ Church of Beacon, that gracefully provides *cost-free* space and utilities. Since November 2015, we are humbled and honored about being successfully entrusted with the mission of serving the families and individuals of this community. It is noteworthy to point out that **"WE OPERATE STRICTLY BY DONATIONS"**

Our day to day operations are provided by a pool of approximately 25 volunteers that give tirelessly of their time and money in their dedication to serve our guests, while also advocating on behalf of the organization with their friends and family.

We recently served 40 guests. On an average, we serve 25 to 30 guests. All thanks to the generous giving of communities!

We welcome you to join us. Please be part of our collaborative efforts.

Ways to donate:

Checks made out to:
In Care of Multi Services (with "Beacon Community Kitchen" in the memo field).

Checks may be mailed to:
In Care of Multi Services at:
PO Box 1285, Beacon NY 12508.

Fundraisers, Goods (perishable-nonperishable), **Amazon, ICOMS** is also registered with **PayPal**

<https://smile.amazon.com/ch/46-3508544>

[amazonwishlistbeaconcommunitykitchen](#)

"If anyone is interested in volunteering, please go to **SignUp.com** in order to volunteer"

City of Beacon Council Agenda
12/17/2018

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>\$ 10,765</u>

Transfer from:

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