



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

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

**City Council Workshop Agenda
October 15, 2019
7:00 PM**

Workshop Agenda Items:

1. 2020 Budget Presentation from the Building Department
2. 2020 Budget Presentation from the Recreation Department
3. General Budget Discussion - Finance Director and City Administrator
4. Proposed Local Law to Deprioritize the Enforcement of Marijuana Laws
5. Discussion Regarding a Special Use Permit for 305 Main Street
6. Proposed Lease with Verizon Wireless at Cross Street Parking Lot
7. Proposed Lease with Verizon Wireless for Mase Hook and Ladder Building Rooftop
8. Budget Amendment

Upcoming Agenda Items and Meetings:

1. City of Beacon Nuisance Law
2. Resolution Setting a Public Hearing to Discuss the 2020 Budget for November 18, 2019

Upcoming Public Hearings

1. Public Hearing for a Local Law to Amend Chapter 223, Article III, Section 7 of the Code of the City of Beacon Regarding Site Plan Enforcement
2. Public Hearing for a Local Law to Amend Chapter 149 and Chapter 224, Section 29 of the Code of the City of Beacon Regarding the Noise Ordinance
3. Public Hearing Resuming from October 7, 2019 Regarding 248 Tioronda Avenue
4. Public Hearing Regarding Authorizing the Submission of the Fiscal Year 2020 Dutchess County Community Development Block Grant Program Application for Construction of a Walkway in Memorial Park Along Wilkes Street

City of Beacon Workshop Agenda
10/15/2019

Title:

2020 Budget Presentation from the Building Department

Subject:

Background:

ATTACHMENTS:

Description	Type
Draft Budget 2020	Backup Material

CITY OF BEACON

2020

BUDGET



Randy Casale, Mayor
City of Beacon
One Municipal Plaza
Beacon, New York 12508
845-838-5010 - Office
845-838-5012 - Fax



www.cityofbeacon.org

October 7, 2019

Before I introduce my 2020 Budget, I would like to thank the City Administrator, Anthony Ruggiero, M.P.A; our Finance Director, Susan Tucker, CPA and all our Department Heads for the work they have done on this budget.

This is the 6th year in a row that we have received a “no designation” classification from the NYS Comptroller’s Office with a score of 5%. We have an Aa2 Moody’s bond rating. This shows our tax dollars are being managed thoughtfully and responsibly.

This is the 7th straight year we were able to stay under the 2% tax cap while continuing to provide the services that keep our city safe, invest in our infrastructure and improve the quality of life for our citizens.

In this year’s budget our homestead tax rate shows a decrease of -6.7219% and the non-homestead rate dropped -2.9146%.

This year our water and sewer rates will show no rate increases. These funds are healthy and the City will continue to make up-grades to both facilities and our aging infrastructure.

I will look forward to working together with the City Council as we discuss the finer points and details of the 2020 Budget at our upcoming workshops. Workshops will be held on October 15th, October 28th and November 12th at 7:00 p.m. with department heads present. The public hearing is proposed to be scheduled for November 18, 2019 at 7:00 p.m.

Anthony Ruggiero, MPA, City Administrator
City of Beacon
One Municipal Plaza
Beacon, New York 12508
845-838-5009 - Office



www.cityofbeacon.org

October 7, 2019

The Honorable Randy Casale
One Municipal Plaza
Beacon, New York 12508

Re: Fiscal Year 2020 Budget Message

Dear Mayor Casale

I want to take this opportunity to thank you and the City Council for giving me an opportunity to continue to serve as the City's Chief Administrative officer and contribute to the City of Beacon. It is my pleasure to present to you for your consideration, the proposed City Operating Budget for Fiscal Year 2020.

As you are aware, the tax cap law established a limit on growth of the annual property taxes levied to two percent or the rate of inflation, whichever is less. This year the tax cap is 2%. There are very limited adjustments that are factored in and only PILOT payments apply to the budget this year. As stated above, the cap is on the tax levy, not the tax rate.

In our case, the allowable levy at cap is \$11,455,743 for the 2020 budget, which is an allowable increase over 2019 budget of \$491,562. This is a 4.48% increase from the 2019 Budget and is a directly related to the Tax Base Growth Factor. This equates to a homestead tax rate decrease of -6.7219% and a non-homestead tax rate decrease of -2.9146%. The tax cap legislation provides for an override of the tax cap with a majority plus one vote in favor of it by the governing body. This is not being recommended.

This year the homestead assessed value increased by 12.33% or \$113,555,017 million. The non-homestead assessed value has also increased over last year by 6.94% or \$18,784,639. This year represents the sixth year since 2010 that the overall assessed values increased, and did so by \$132,339,656 million. For the first time in 10 years, the Homestead values are \$11,457,133 million more than it was in 2009. However, Homestead values remain \$15,586,532 less than it was in 2008. The non-homestead assessed value has fluctuated through the years, and while it increased \$18,784,639 million this year, it is only the 3rd year in a row that it has been more than in 2010.

This budget utilizes a fund balance amount of \$379,842. This is an increase of \$26,271 from what we've utilized in the FY 2019 Budget from Fund Balance and Debt Reserve. Each year

with the improving economy and new developments on the tax rolls, the budget and assessments continue to strengthen. The future non-reliance on fund balance appropriations to balance the annual operating budget will help to provide for a more reliable and sustainable fiscal condition and to better allow the City to adjust during difficult fiscal times.

Significant factors affecting the proposed FY 2020 budget include the following:

- A -3.4% decrease from 2019 of \$11,891 for the City workforce and a - 9.0% decrease from 2019 of \$6,409 for Firefighters (Career and Volunteer) in the Dutchess County Self Insured Workers Compensation Plan;
- general fund health insurance increased significantly, \$190,390 and continues to represents 15% of all expenses in the general fund;
- an increase in general fund long-term debt of \$3,232. Debt service comprises almost 14% of the general fund budget;
- the Solar Farm has completely off-set electricity for City Hall, as well as other City owned buildings;
- a continued reduction of \$75,308 (98%) in the Street Lights Line (5182) from \$82,700 in the FY 2018 Budget to \$7,392 in the requested FY 2020 Budget. The FY 2019 budget requested \$55,000, but only \$4,480 has been spent from that line as of October 4, 2019. It was \$318,000 in the FY 2016 Budget. This reduction is a result of the conversion to LED lights as well as a significant portion from the solar farm by BQ Energy on the City's Landfill;
- with the continued collapse of the recycling industry and market, the Recycling Disposal Line (8160) has increased to \$100,000. The City went from receiving a revenue of fifteen (15) dollars a ton to an expenditure of eighty-two (82.55) dollars a ton. By way of example, the revenue received for recycling in 2017 was \$18,132.

The proposed FY 2020 budget includes the following new or changed positions, changes in service delivery and reorganizations:

- the budget reflects the increase of three (3) career Firefighters in the Fire Department budget (3410), the number of career Firefighters has to sixteen (16). The City received a Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$537,423.15 in Federal funding. This award is for three (3) career Firefighters over a three-year period. The grant pays for 75% in the first two years and 35% in the third year;

- the budget reflects the addition of one police officer (3120), bringing our total patrol division to thirty officers (30). The intent is that this officer would be a dedicated Main Street Patrol. The Department's total personnel would be thirty-seven (37), including the Police Chief, Captain and the Detective Division;
- the budget reflects the inclusion of a full-time Human Resource (HR) position in the City Administrator budget (1230) for \$65,000. The main responsibility of the HR person will be to recruit new employees, retain and develop the existing work force, maintain all personnel files, employee benefits and compensation guidance, administration of civil service, training in required local and state policies, and assist in preparing policies and procedures;
- the budget reflects the inclusion of the part time Deputy City Clerk as full time in the City Clerk budget (1410) for \$18,685;
- included in the budget again, is the Climate Smart Coordinator position in the City Council budget (1010) for \$9,500;
- Included in the budget is \$20,000 in the Recreation budget (7140) to work with the Dutchess County Workforce Investment Board (DCWIB) to provide summer work experience opportunities for Beacon youth.

The proposed FY 2020 budget also includes the following:

- the Beacon Free Loop Bus is again included in the Bus Operations budget (5630) for \$12,100;
- included in this year's budget is Dial A Ride for one day in the Bus Operations budget (5630) for \$12,000;
- a \$23,994 or 5% increase in pension costs for non-police and fire (ERS) and a \$111,407 or 12.09 increase in pension costs for police and fire (PFRS);
- overall, gas and diesel usage estimates are up. The City bases its estimates on the U.S. Energy Administration outlook which anticipates an increase, and for the FY 2020 budget we estimated \$2.63 for gas and \$3.16 for diesel.

As compared to the 2019 FY budget, total general fund expenditures are up \$1,118,974, water fund expenditures are up \$89,121 and sewer fund expenditures are up \$206,450. There is no proposed rate increase for water and sewer operations; the city however, will continue to invest

proposed rate increase for water and sewer operations; the city however, will continue to invest in its infrastructure. Revenues in the general fund have increased by \$600,961, with revenues for the water fund up \$126,547 and revenues for the sewer fund are up \$212,891.

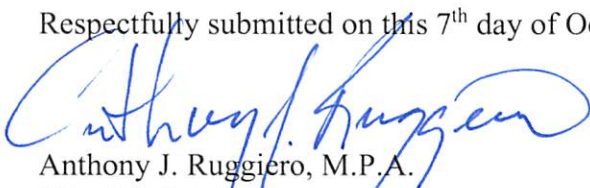
On September 23, 2019, the City of Beacon was notified by the New York State Comptroller's Office that the review of the Annual Update Document (AUD) FYE 2018 for the City was completed and indicates that the City for a sixth year in a row is classified as "No Designation" with a score of 5%. The City has been classified as "No Designation" on the environmental scale with a score of 23.3%, which is 3.4% less than FYE 2017. Although environmental factors are outside a locality's control, they can provide some insight to the challenges facing a community. Moody's continues to classify the City with an outstanding bond rating of Aa2, one of the highest in New York State.

All Departments continue to do a fantastic job of holding down annual operating expenditures and have consistently maintained a close relationship between budgeted and actual expenditures and revenues. Despite changes made during each budget year, the City has been able to stay within the annual budget limits, while still providing for necessary operational improvements and sound fiscal planning and management.

I wish to extend my personal thanks to all of the Department Heads for their continued hard work in controlling spending during the year and specifically on bringing the FY 2020 Budget into balance. The City has an incredible management team. I also want to recognize the efforts of the Director of Finance, Susan Tucker, CPA for her talent and hard work in preparing the budget. The City is fortunate to have her knowledge and experience.

Most importantly, I would like to thank the entire City workforce, along with all City volunteers, for their efforts and dedication in carrying out their duties. I look forward to reviewing the proposed budget with you and the City Council during the next month. Thank you.

Respectfully submitted on this 7th day of October 2019.



Anthony J. Ruggiero, M.P.A.
City Administrator

CITY OF BEACON

2020 BUDGET

INDEX

		Page #'s
BUDGET SUMMARY		1
Fund	Department	Codes
General Expenses		
	CITY COUNCIL	1010 2
	MAYOR	1210 2
	ADMINISTRATOR	1230 3
	FINANCE	1325 4
	ASSESSMENT	1355 4
	TAX ADVERTISING & EXPENSE	1362 5
	PROPERTY ACQUIRED	1364 5
	FISCAL AGENT FEES	1380 5
	CITY CLERK	1410 6
	LAW	1420 7
	ENGINEERS	1440 7
	PUBLIC BUILDINGS	1620 8
	CENTRAL COMMUNICATION SYSTEM	1650 9
	CENTRAL PRINTING	1670 9
	TECHNOLOGY	1680 9
	INSURANCE	1910 9
	MUNICIPAL ASSOCIATION DUES	1920 9
	GENERAL ADMINISTRATION	1980 10
	CONTINGENCY	1990 10
	POLICE	3120 11-12
	DETECTIVES	3130 13
	FIRE	3410 14
	ANIMAL CONTROL	3510 15
	BUILDING DEPARTMENT	3620 15
	HIGHWAY	5110 16-17
	SNOW	5142 18
	STREET LIGHTS	5182 18
	BUS OPERATIONS	5630 18
	TOURISM	6475 18
	PARK	7110 19
	SETTLEMENT CAMP PROPERTY	7112 20
	RECREATION	7140 20-21
	SWIMMING POOL FACILITY	7141 22
	ADULT RECREATION	7620 22
	ZONING	8010 23
	PLANNING	8020 23
	SANITATION	8160 24

STREET CLEANING	8170	24
RECYCLING	8189	24
RETIREMENT	9010	25
WORKERS COMPENSATION	9040	25
UNEMPLOYMENT INSURANCE	9050	25
DISABILITY INSURANCE	9055	25
HEALTH INSURANCE	9060	25
SERIAL BONDS	9710	26
BOND ANTICIPATION NOTES	9730	26
INTERFUND TRANSFERS	9950	26

General Revenues

FINANCE	1325	27-28
CITY CLERK	1410	28
PUBLIC BUILDINGS	1620	28
POLICE	3120	29
DETECTIVES	3130	29
FIRE	3410	30
ANIMAL CONTROL	3510	30
BUILDING	3620	30
HIGHWAY	5110	31
PARK	7110	31
UNIVERSITY SETTLEMENT CAMP	7112	31
RECREATION	7140	32
SWIMMING POOL FACILITY	7141	32
GREENWAY HERITAGE TRAIL	7107	32
ADULT RECREATION	7620	33
FARMERS MARKET	7989	33
ZONING	8010	33
PLANNING	8020	33
SANITATION	8160	33
RECYCLING	8189	34
INTERFUND TRANSFERS	9950	34

Water Expenses

FISCAL AGENT FEES	1380	35
LEGAL EXPENSES	1420	35
TECHNOLOGY	1680	35
TAXES ON CITY PROPERTY	1950	35
MTA PAYROLL TAX	1980	35
CONTINGENCY	1990	35
WATER ADMINISTRATION	8310	36
WATER SUPPLY	8320	36
WATER PURIFICATION	8330	37
WATER DISTRIBUTION	8340	38-39
RETIREMENT	9010	39
WORKERS COMPENSATION	9040	39
DISABILITY	9050	39

HEALTH INSURANCE	9060	39
SERIAL BONDS	9710	40
BOND ANTICIPATION NOTES	9730	40
INERFUND TRANSFERS	9950	40
Water Revenues		
WATER ADMINISTRATION	8310	41
Sewer Expenses		
FISCAL AGENT FEES	1380	42
LEGAL EXPENSES	1420	42
TECHNOLOGY	1680	42
MTA PAYROLL TAX	1980	42
CONTINGENCY	1990	42
SEWER ADMINISTRATION	8110	42
SANITARY SEWER	8120	43
WATER POLLUTION CONTROL	8130	43-44
RETIREMENT	9010	45
WORKERS COMPENSATION	9040	45
DISABILITY	9055	45
HEALTH INSURANCE	9060	45
SERIAL BONDS	9710	45
BOND ANTICIPATION NOTES	9730	46
INTERFUND TRANSFERS	9950	46
Sewer Revenues		
SEWER ADMINISTRATION	8110	47
WATER POLLUTION CONTROL	8130	47
INERFUND TRANSFERS	9950	47
Analysis, Graphs & Supplemental Information		
TAX CAP CALCULATION		
HOMESTEAD ASSESSED VALUES		
NON HOMESTEAD ASSESSED VALUES		
TAX LEVY HISTORY		
BUDGETED REVENUE vs. EXPENSE HISTORY (GENERAL FUND)		
BUDGETED vs. ACTUAL EXPENSES (GENERAL FUND)		
BUDGETED vs. ACTUAL REVENUES (GENERAL FUND)		
HISTORY OF TAX RATES		
NUMBER OF EMPLOYEES BY DEPARTMENT		

CITY OF BEACON 2020 TENTATIVE BUDGET SUMMARY

ARTICLE NO. 362 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEACON THAT THE FOLLOWING SUM COMPRISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR 2020 BE AND THE SAME IS HEREBY APPROPRIATED TO MEET THE AMOUNT OF MONEY FOR THE YEAR 2020.

DATE: October 7, 2019

	<u>GENERAL</u>	<u>WATER</u>	<u>SEWER</u>
APPROPRIATIONS	21,842,327	3,761,161	4,384,000
TOTAL REVENUE	10,006,742	3,761,161	4,384,000
BALANCE OF APPROPRIATIONS	11,835,585	-	-

ADDITIONAL FUNDING NEEDED (Part of tax levy)

(Will be fund balance appropriation)

Appropriated from Debt Reserve

Appropriated from Fund Balance (379,842) - -

Tax Levy: 11,455,743

Allowable levy at tax cap 11,455,743

EXCESS LEVY PER TAX CAP -

	HOMESTEAD	NON-HOMESTEAD	TOTALS
Adjusted Tax Levy Distribution	7,967,923	3,487,820	11,455,743

Base Proportion: (draft - not certified yet)	69.553960	30.446040	100.00
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Rates:	2020 Tax Rates	7.699760	12.047952
	2019 Tax Rates	8.254631	12.409643

Percentage Decrease -6.7219% -2.9146%

Assessed Values:

10/04/19 - TENTATIVE ROLL

11/30/18 - FINAL ROLL

Percentage Increase

Dollar change

1,034,827,397	289,494,865	1,324,322,262
921,272,380	270,710,226	1,191,982,606
12.33%	6.94%	11.10%
113,555,017	18,784,639	132,339,656

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1010 CITY COUNCIL											
A1010	101000	REGULAR SALARIES	54,000	54,000	54,298	54,298	54,000	54,000	41,539	54,000	
A1010	120000	HEALTH INSURANCE BUY-OUT			10,000	10,000	-	-	-		
A1010	416000	MATERIALS & SUPPLIES	61	100	44	43	500	500	-	6,500	
A1010	444100	LICENSE & PERMITS	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200	
A1010	452000	CONSULTANT						9,600	1,034	9,500	
A1010	452010	GRANT WRITING CONSULTA	33,996	34,000	34,000	33,996	34,000	34,000	26,319	40,800	
A1010	455000	VIDEOGRAPHER	19,350	19,000	20,036	19,900	19,000	19,600	12,900	18,000	
A1010	820000	SOCIAL SECURITY	2,785	4,131	4,568	4,568	4,131	4,131	2,915	4,131	
TOTAL CITY COUNCIL			114,392	115,431	127,146	127,005	115,831	126,031	88,907	137,131	
1210 MAYOR											
A1210	101000	REGULAR SALARIES	27,421	25,000	25,138	25,137	25,000	25,000	19,231	25,000	
A1210	105000	OVERTIME	160	160	22	-	-	-	-	-	
A1210	105200	SICK LEAVE BONUS	600	600	147	-	-	-	-	600	
A1210	106000	CLERICAL SALARIES	33,774	41,969	39,577	39,577	43,018	43,018	32,574	43,018	
A1210	120000	HEALTH INSURANCE BUY-OUT			4,616	4,615	2,500	2,500	1,178	2,500	
A1210	190000	SEVERANCE/RETIREMENT	3,435			-	-	-	-	-	
A1210	220000	OFFICE EQUIPMENT	-	100	100	-	100	100	-	100	
A1210	416000	MATERIALS & SUPPLIES	569	500	500	496	500	445	185	500	
A1210	443200	TRAINING	129	250	50	45	250	305	305	300	
A1210	467000	ASSOCIATION DUES	410	425	425	375	425	425	350	500	
A1210	820000	SOCIAL SECURITY	4,873	5,181	5,261	5,261	5,203	5,203	4,031	5,249	
TOTAL MAYOR			71,371	74,185	75,836	75,506	76,996	76,996	57,854	77,767	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1230 ADMINISTRATOR											
A1230	101000	REGULAR SALARIES	130,689	133,956	134,717	134,716	138,305	138,305	106,305	204,305	
A1230	105200	SICK LEAVE BONUS	600	1,200	600	600	600	-	-	1,200	
A1230	106000	CLERICAL SALARIES	53,993	55,314	56,367	56,366	56,666	56,666	44,043	56,867	
A1230	250000	PURCHASE EQUIPMENT	333	500	-	-	500	500	494	500	
A1230	413000	GAS & DIESEL	25	400	400	135	200	200	118	200	
A1230	416000	MATERIALS & SUPPLIES	966	1,000	1,307	1,307	1,000	460	151	500	
A1230	443200	TRAINING	315	1,000	421	273	1,000	1,075	1,075	1,000	
A1230	447200	REPAIR OF EQUIPMENT	-	150	7	-	-	-	-		
A1230	452000	CONSULTANT	-	60,000	60,000	368	-	60,465	43,690	-	
A1230	462000	TRAVEL	-	1,000	3	3	500	500	5	200	
A1230	467000	ASSOCIATION DUES	1,440	1,850	2,198	2,197	2,000	2,000	1,800	2,500	
A1230	820000	SOCIAL SECURITY	13,732	14,571	14,171	14,170	14,961	14,961	11,093	20,071	
TOTAL ADMINISTRATOR			202,093	270,941	270,191	210,135	215,732	275,132	208,774	287,343	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1325 FINANCE											
A1325	101000	REGULAR SALARIES	281,743	289,050	289,050	281,589	289,507	289,507	222,226	292,641	
A1325	105000	OVERTIME	2,529	3,500	3,500	2,773	3,500	4,100	4,023	4,500	
A1325	105200	SICK LEAVE BONUS	600	1,200	1,200	1,200	1,800	1,200	1,200	1,200	
A1325	120000	HEALTH INSURANCE BUY-OUT	6,250	7,500	7,500	6,000	5,000	5,000	2,500	5,000	
A1325	250000	EQUIPMENT	950	750	1,980	1,980	750	750	-	750	
A1325	416000	MATERIALS & SUPPLIES	3,913	3,000	3,799	3,798	3,200	3,200	1,755	3,500	
A1325	440700	ANNUAL AUDIT	29,837	30,500	30,500	30,500	31,500	31,500	25,000	33,000	
A1325	440702	GASB 45 VALUATION	13,125	17,000	17,000	8,375	4,000	4,875	4,875	18,500	
A1325	441500	SOFTWARE & SUPPORT	41,192	43,283	43,283	42,382	44,472	44,472	-	49,965	
A1325	443200	TRAINING	1,270	2,000	818	15	2,000	1,125	55	6,000	
A1325	462000	TRAVEL	22	300	300	215	300	300	-	300	
A1325	467000	ASSOCIATION DUES	-	600	600	170	500	500	492	500	
A1325	820000	SOCIAL SECURITY	21,696	23,046	23,046	21,643	22,935	22,935	16,848	23,206	
TOTAL FINANCE			403,127	421,729	422,576	400,640	409,464	409,464	278,974	439,062	
1355 ASSESSMENT											
A1355	105200	SICK LEAVE BONUS			300	300	300	300	300	300	
A1355	109100	PART TIME CLERICAL	15,981	16,231	17,587	17,587	18,007	18,007	15,086	19,087	
A1355	416000	MATERIALS & SUPPLIES	995	1,100	1,100	1,071	1,100	1,100	989	1,100	
A1355	450200	APPRAISERS	-	8,000	5,833	-	7,775	7,775	1,750	7,000	
A1355	452009	JOINT ASSESSOR AGREEMENT	46,782	48,185	48,058	47,956	49,629	49,629	49,629	51,118	
A1355	820000	SOCIAL SECURITY	1,222	1,242	1,369	1,368	1,378	1,378	1,177	1,460	
TOTAL ASSESSMENT			64,980	74,758	74,247	68,282	78,189	78,189	68,931	80,065	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1362 TAX ADVERTISING & EXPENSE											
A1362	441500	COMPUTER SUPPORT/DATA	10,198	10,500	10,500	10,464	10,500	10,500	-	10,500	
TOTAL TAX ADVERTISING & EXPENSE			10,198	10,500	10,500	10,464	10,500	10,500	-	10,500	
1364 PROPERTY ACQUIRED											
A1364	468001	EXPENSE ON PROPERTY ACQ	-	1,500	10,951	10,950	4,000	8,840	8,839	4,000	
TOTAL PROPERTY ACQUIRED			-	1,500	10,951	10,950	4,000	8,840	8,839	4,000	
1380 FISCAL AGENT FEES											
A1380	461200	FISCAL AGENT FEE	25,447	25,000	66,113	66,113	25,000	25,000	-	25,000	
A1380	461202	ANNUAL FILING STATEMENT	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	
TOTAL FISCAL AGENT FEES			27,947	27,500	68,613	68,613	27,500	27,500	2,500	27,500	

2020 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1410 CITY CLERK											
A1410	101000	REGULAR SALARIES	61,463	62,725	74,078	69,514	83,579	83,579	70,919	101,896	
A1410	105000	OVERTIME	1,803	400	1,878	1,877	500	200	-	500	
A1410	105200	SICK LEAVE BONUS						300	300	-	
A1410	120000	HEALTH INSURANCE BUY-OU	2,500	2,500	2,500	2,500	2,500	2,500	1,250	2,500	
A1410	416000	MATERIALS & SUPPLIES	1,930	1,500	1,343	1,256	1,500	3,731	3,466	2,300	
A1410	440801	FILING FEE COUNTY CLERK	51	100	100	63	100	202	202	100	
A1410	441000	BOOK BINDING	2,577	1,000	1,000	1,000	3,000	3,000	2,262	2,000	
A1410	441400	CODIFICATION	10,629	8,500	9,504	9,503	10,000	10,000	1,737	9,000	
A1410	441500	SOFTWARE & SUPPORT	5,112	14,231	11,234	4,862	12,322	12,322	11,212	58,022	
A1410	443200	TRAINING			157	157				1,000	
A1410	447000	RENTAL OF EQUIPMENT	2,064	2,080	2,080	2,064	2,080	2,080	1,032	1,966	
A1410	451600	CHARTER REVISION	11,162				-	-	-		
A1410	465000	POSTAGE	10,160	10,000	11,255	11,254	10,000	10,099	10,099	10,000	
A1410	467000	ASSOCIATION DUES	-	100	100	60	100	100	-	100	
A1410	470100	ADVERTISING	7,339	8,500	8,500	7,562	7,500	7,299	4,100	5,500	
A1410	820000	SOCIAL SECURITY	5,031	5,020	6,002	5,653	6,623	6,623	5,544	8,025	
TOTAL CITY CLERK			121,821	116,656	129,731	117,325	139,804	142,035	112,123	202,909	

2020 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1420 LAW											
A1420	450400	ATTORNEYS	112,289	100,000	108,654	108,654	100,000	100,000	52,483	100,000	
A1420	450433	TAX CERTIORARI MATTERS	14,540	12,000	15,832	15,831	12,000	12,000	4,644	10,000	
A1420	450436	IN REM	59,835	75,500	75,500	56,055	75,000	75,000	25,953	68,000	
A1420	450437	PROPERTY ASSESSMENT SE	13,438	30,000	22,825	-	22,000	22,000	-	20,000	
A1420	450439	CSEA MATTERS	7,404	20,000	20,000	8,944	36,500	36,500	12,175	56,250	
A1420	450440	IAFF/FIRE MATTERS	8,269	20,000	20,000	6,806	12,000	12,000	1,013	45,000	
A1420	450442	PBA MATTERS	62,593	60,000	60,000	43,583	60,000	60,000	30,319	45,000	
A1420	450454	EMPLOYEE DISCIPLINE	103,046	30,000	30,000	6,019	20,000	20,000	4,484	20,000	
A1420	450461	TRAFFIC COURT	24,178	24,000	24,070	24,070	24,000	24,000	10,000	24,000	
A1420	450600	ARBITRATORS	-	3,000	6,363	6,363	3,000	3,000	1,167	3,000	
A1420	456500	CIVIL ACTION EXPENSE	-	10,000	1,256	-	10,000	31,000	20,268	10,000	
TOTAL LAW			405,592	384,500	384,500	276,325	374,500	395,500	162,506	401,250	
1440 ENGINEERING											
A1440	454000	ENGINEERS	32,080	38,000	38,000	16,410	32,000	32,000	13,245	32,000	
TOTAL ENGINEERING			32,080	38,000	38,000	16,410	32,000	32,000	13,245	32,000	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1620 PUBLIC BUILDINGS											
A1620	101000	REGULAR SALARIES	42,014	45,516	45,516	43,175	43,075	43,075	32,945	45,522	
A1620	105000	OVERTIME	561	1,000	1,000	308	600	600	501	1,000	
A1620	105200	SICK LEAVE BONUS	600	-	-					1,000	
A1620	119000	CLOTHING ALLOWANCE	550	600	600	300	650	650	650	650	
A1620	120000	HEALTH INSURANCE BUY-OUT					2,500	2,500	1,250	2,500	
A1620	250000	EQUIPMENT	21,878								
A1620	411000	CLEANING SUPPLIES	4,678	6,200	5,340	4,461	5,000	6,473	6,569	8,000	
A1620	412600	MUN.CENTER GAS/OIL FOR H	9,469	10,667	10,667	9,278	9,200	9,200	5,760	9,504	
A1620	412610	BEACON ENGINE GAS/OIL FO	12,641	10,000	10,000	3,827	7,500	7,500	1,439	2,374	
A1620	412620	TOMPKINS HOSE GAS/OIL FO	4,250	5,311	5,311	4,474	4,500	4,500	2,496	4,707	
A1620	412630	MASE HOOK & LADDER GAS/	3,215	3,237	3,237	3,182	3,000	3,000	2,435	4,018	
A1620	412640	MEMORIAL BUILDING GAS/OI	3,740	4,302	4,555	4,555	5,200	5,200	3,779	5,478	
A1620	416000	MATERIALS & SUPPLIES	4,771	3,500	4,822	4,572	7,500	7,189	3,853	7,500	
A1620	417700	SANITARY AND PAPER SUPP	3,383	3,800	4,336	2,862				-	
A1620	422000	MUNICIPAL CENTER ELECTR	41,708	47,840	47,840	34,659	45,435	38,364	-	-	
A1620	422005	WELCOME CENTER ELECTRI	1,295	1,410	1,410	1,301	1,302	1,302	951	1,569	
A1620	422010	BEACON ENGINE ELECTRIC	4,214	4,843	4,887	4,887	5,489	5,489	3,572	5,894	
A1620	422020	TOMPKINS HOSE ELECTRIC	8,956	10,291	10,291	7,336	9,564	9,564	-	-	
A1620	422030	MASE HOOK & LADDER ELEC	5,265	6,060	6,250	6,249	6,327	6,327	3,468	5,722	
A1620	422040	MEMORIAL BUILDING ELECTP	4,523	5,099	5,099	4,383	5,362	5,062	-	-	
A1620	422060	AREA LIGHTS ELECTRIC	2,536	3,177	3,177	1,109	1,300	1,300	676	1,045	
A1620	442000	EXTERMINATOR	1,685	1,500	1,500	1,107	1,700	2,011	1,748	1,700	
A1620	445100	MAINTENANCE OF EQUIPMEN	47,147	45,000	55,859	55,858	55,000	55,000	32,934	55,000	
A1620	446800	PARKING LOT REPAIRS	10,218	14,000	11,266	10,938	18,000	18,000	-	18,000	
A1620	447300	REPAIR OF REAL PROPERTY	6,661	12,500	7,423	6,694	8,000	8,000	4,756	8,000	
A1620	447301	REPAIR OF MUNICIPAL CENT	12,739	15,000	11,292	7,613	22,000	14,500	5,307	18,000	
A1620	447302	REPAIR OF MEMORIAL BLDG	1,179	1,500	2,069	2,069	2,000	2,000	617	1,000	
A1620	447307	REPAIR REAL PROP - FIREHO	12,809	11,000	11,000	5,672	5,000	5,000	3,911	5,000	
A1620	820000	SOCIAL SECURITY	3,223	3,604	3,604	3,306	3,582	3,582	2,704	3,876	
TOTAL PUBLIC BUILDINGS			275,908	276,957	278,351	234,175	278,786	265,388	122,321	217,059	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1650 CENTRAL COMMUNICATION SYSTEMS											
A1650	423000	TELEPHONES	22,991	18,000	18,925	18,924	23,635	23,635	17,038	23,000	
A1650	423001	CELL PHONES	11,666	13,704	14,053	14,053	15,624	15,624	9,657	13,848	
TOTAL CENTRAL COMMUNICATION SYSTEM			34,657	31,704	32,978	32,977	39,259	39,259	26,695	36,848	
1670 CENTRAL PRINTING											
A1670	446000	PRINTING/COPIER LEASE (De	4,006	3,000	2,287	2,286	3,000	3,000	1,506	3,000	
A1670	446002	PRINTING/COPIER LEASE (Up	7,034	8,000	8,000	4,651	4,400	4,400	1,450	4,400	
A1670	446003	PRINTING/COPIER LEASE (Po	7,627	8,000	7,627	7,627	8,000	8,000	5,720	8,000	
TOTAL CENTRAL PRINTING			18,667	19,000	17,914	14,564	15,400	15,400	8,676	15,400	
1680 TECHNOLOGY											
A1680	250000	PURCHASE EQUIPMENT	34,372	27,288	24,693	24,692	26,266	26,266	14,670	36,837	
A1680	410400	WEB SITE FEES	5,950	5,500	5,500	5,500	5,500	11,000	11,000	11,000	
A1680	444100	PROFESS. LICENSE/PERMITS	26,956	30,271	28,775	28,774	27,719	27,719	21,739	33,506	
A1680	452003	IT CONSULTANT	47,903	45,000	47,182	47,182	49,500	49,500	34,650	54,000	
TOTAL TECHNOLOGY			115,181	108,059	106,150	106,148	108,985	114,485	82,059	135,343	
1910 INSURANCE											
A1910	430000	INSURANCE PACKAGE POLIC	394,401	399,718	423,596	423,596	421,704	421,704	303,093	429,000	
A1910	432100	INSURANCE VOLUNTEER ACC	9,393	9,500	9,500	4,108	9,500	9,500	-	4,400	
A1910	434000	INSURANCE DEDUCTIBLES	1,083	40,000	7,482	-	2,000	1,561	-	2,000	
TOTAL INSURANCE			404,877	449,218	440,578	427,704	433,204	432,765	303,093	435,400	
1920 MUNICIPAL ASSOCIATION DUES											
A1920	467000	ASSOCIATION DUES	2,290	2,800	2,800	570	1,000	1,180	1,180	1,100	
A1920	467100	ASSOCIATION DUES-NYCOM	5,491	5,491	5,491	5,491	5,491	5,491	5,491	5,491	
TOTAL MUNICIPAL DUES			7,781	8,291	8,291	6,061	6,491	6,671	6,671	6,591	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1980 GENERAL ADMINISTRATION											
A1980	400099	MTA PAYROLL TAX	25,483	26,441	26,441	25,184	26,867	26,869	19,435	28,441	
TOTAL GENERAL ADMINISTRATION			25,483	26,441	26,441	25,184	26,867	26,869	19,435	28,441	
1990 CONTINGENCY											
A1990	400001	CONTINGENCY FUND	-	200,000	24,569	-	187,500	151,400	-	233,500	
A1990	400004	CONTINGENCY-RETIREMENT	-	244,000	48,477	-	244,616	124,080	-	242,000	
TOTAL CONTINGENCY			-	444,000	73,046	-	432,116	275,480	-	475,500	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
3120 POLICE											
A3120	100200	POLICE CHIEF SALARY	118,098	125,798	142,204	142,204	146,577	146,577	113,821	147,733	
A3120	100300	POLICE CAPTAIN SALARY	112,464	113,101	113,101	104,402	122,461	122,461	92,409	120,205	
A3120	101000	REGULAR SALARIES	2,050,330	2,258,626	2,258,626	2,168,745	2,215,017	2,215,017	1,726,064	2,315,341	
A3120	101002	POLICE RETRO	-			-					
A3120	102000	CROSSING GUARD SALARIES	38,408	38,500	38,500	37,808	38,500	38,500	28,130	41,460	
A3120	105000	OVERTIME	433,260	450,000	450,000	466,188	475,000	475,000	344,524	475,000	
A3120	105001	OVERTIME-BUCKLE UP NY	-				4,125	4,125	4,089	3,575	
A3120	105004	OVERTIME-STOP DWI	2,039	1,000	2,302	2,301	1,500	1,500	1,325	1,500	
A3120	105005	OVERTIME-SCHOOL DISTRICT			5,074	5,074			2,053	4,500	
A3120	105008	OVERTIME-POLICE TRAFFIC	8,262	11,000	11,000	10,875	4,950	4,950	4,967	4,950	
A3120	105018	OT - EVENTS	14,098	7,000	16,973	16,972	8,000	8,000	11,170	20,000	
A3120	105200	SICK LEAVE BONUS	17,100	22,800	22,800	18,050	14,466	14,466	13,407	21,000	
A3120	105201	OUT OF TITLE	-	1,000	557	-	1,000	1,000	-	-	
A3120	105400	K-9 CARE	19,159	19,988	20,081	20,081	20,408	20,408	15,634	20,772	
A3120	105501	TRAINING STIPEND	23,549	23,683	7,277	2,277	-	-	-		
A3120	106000	CLERICAL SALARIES	75,013	76,988	76,988	70,362	52,397	52,397	41,297	52,396	
A3120	106001	POLICE ASSISTANT	17,916	29,659	29,659	27,234	32,292	32,292	22,551	45,373	
A3120	108001	HOLIDAY PAY	94,035	103,783	103,533	91,986	101,781	101,781	2,035	106,406	
A3120	119000	CLOTHING ALLOWANCE	21,500	21,500	22,100	22,100	21,500	21,500	21,400	22,200	
A3120	120000	HEALTH INSURANCE BUY	16,740	20,000	17,500	17,500	15,000	15,000	-	15,000	
A3120	190000	SEVERANCE/RETIREMENT PA	22,077		9,908	9,907			-		
A3120	220001	COMPUTER EQUIPMENT	19,578	20,347	20,228	20,227	28,743	28,743	4,431	31,798	
A3120	250000	EQUIPMENT	59,628	63,014	121,529	66,829	12,442	12,442	7,125	60,693	
A3120	250090	EQUIPMENT - BYRNE/JAG	10,758	10,000	10,000	-		10,000			
A3120	251200	BODY ARMOR	18,116	8,100	8,100	6,880	8,600	8,600	1,740	8,600	
A3120	412400	FIREARMS	29,457	30,000	37,329	19,236	30,000	47,083	39,209	36,126	
A3120	412401	LESS LETHAL		7,600	8,275	8,275	7,521	7,521	2,112	8,170	
A3120	413000	GAS & DIESEL	28,700	39,857	35,756	32,100	44,936	44,436	18,237	42,551	
A3120	416000	MATERIALS & SUPPLIES	11,595	13,000	18,895	17,571	14,849	14,849	8,244	16,000	
A3120	416700	DOG FOOD & SUPPLIES	1,690	1,000	2,000	1,060	1,600	1,600	1,149	1,750	
A3120	416800	TICKETS	38,717	40,000	41,245	41,245	40,000	40,000	29,325	42,500	
A3120	417501	CHILD SAFETY PROGRAM-GF	460	2,950	2,950	1,927	2,500	2,500	2,455	1,750	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
A3120	418900	TRAFFIC LIGHTS	15,921	15,000	15,000	13,593	15,000	15,000	6,191	11,000	
A3120	419000	CLOTHING REPAIRS	110	250	250	60	250	250	195	250	
A3120	422015	CAMERA ELECTRIC	405	1,000	1,000	510	608	608	236	500	
A3120	440200	AUTO BODY REPAIRS	1,385	6,000	2,876	2,788	6,000	22,203	13,322	6,000	
A3120	443200	TRAINING	16,322	17,500	20,245	19,845	10,000	9,100	2,700	10,000	
A3120	443203	CANDIDATE EVALUATION	1,181	3,000	11,200	6,338	4,800	5,700	3,801	8,160	
A3120	445100	MAINTENANCE OF EQUIPMEN	31,960	28,050	28,346	28,346	42,913	42,364	45,971	52,588	
A3120	447000	RENTAL OF EQUIPMENT	33,974	43,584	39,584	36,865	31,016	38,593	25,444	31,776	
A3120	447200	REPAIR OF EQUIPMENT	22,817	26,000	23,452	19,272	26,000	26,000	13,128	26,000	
A3120	453000	MEDICAL EMERGENCY SERV	205	300	300	125	400	400	125	400	
A3120	459300	VETERINARY SERVICES	13,607	2,300	4,300	3,214	3,100	3,100	1,910	3,650	
A3120	462000	TRAVEL	477	500	500	360	500	500	298	500	
A3120	464000	MEALS, LAUNDRY	793	1,000	1,000	718	1,000	1,000	309	1,000	
A3120	467000	ASSOCIATION DUES	2,045	2,980	2,990	2,990	3,500	3,500	2,665	3,580	
A3120	810000	RETIREMENT	711,938	699,750	699,750	680,290	674,010	674,010	-	764,725	
A3120	820000	SOCIAL SECURITY	225,071	252,789	252,789	233,036	249,388	249,388	180,382	260,284	
TOTAL POLICE			4,380,958	4,660,297	4,758,072	4,497,766	4,534,650	4,584,464	2,855,580	4,847,762	

2020 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
3130 DETECTIVES											
A3130	101000	REGULAR SALARIES	463,209	465,265	465,265	459,590	470,341	470,341	338,653	451,193	
A3130	105000	OVERTIME	46,134	70,000	70,000	43,180	70,000	70,000	44,582	70,000	
A3130	105200	SICK LEAVE BONUS	1,500	3,250	3,250	2,750	5,500	5,500	2,500	4,000	
A3130	105202	ON-CALL STIPEND	6,000	10,400	10,400	9,629	10,400	10,400	7,400	10,400	
A3130	106000	CLERICAL SALARIES	25,229	25,830	25,830	18,916	48,689	48,689	36,414	48,689	
A3130	108001	HOLIDAY PAY	21,281	21,474	21,474	16,399	21,708	21,708	-	20,824	
A3130	119000	CLOTHING ALLOWANCE	3,750	3,500	3,500	3,400	3,500	3,500	3,050	3,500	
A3130	120000	HEALTH INSURANCE BUY	5,000	5,000	2,500	2,500	5,000	5,000	1,250	5,000	
A3130	190000	SEVERANCE/RETIREMENT PAY			7,972	7,972					
A3130	250000	EQUIPMENT		2,445	2,456	2,456	7,765	7,765	7,717	2,000	
A3130	416000	MATERIALS & SUPPLIES	1,544	1,900	2,006	2,004	3,400	3,400	1,444	6,000	
A3130	445100	SOFTWARE & SUPPORT								2,495	
A3130	462002	PRISONER TRANSPORT	420	600	342	341	1,500	1,500	298	1,500	
A3130	468200	TOWING/IMPOUNDS	100	400	4,436	4,435	500	4,500	4,000	750	
A3130	820000	SOCIAL SECURITY	39,635	45,879	45,793	34,348	48,206	48,206	27,186	46,558	
TOTAL DETECTIVES			613,802	655,943	665,224	607,920	696,509	700,509	474,494	672,909	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
3410 FIRE											
A3410	100200	FIRE CHIEF	91,089	93,366	93,366	93,892	95,700	95,700	73,571	95,700	
A3410	101000	REGULAR SALARIES	886,293	864,684	864,684	875,426	830,577	830,577	634,464	1,015,986	
A3410	103600	CAREER TRAINING OFFICER	8,500	8,500	8,547	8,547	8,500	8,500	6,538	9,000	
A3410	103700	TRAINING CERTIFICATION	26,000	24,000	24,000	24,000	26,000	26,000	26,000	32,000	
A3410	105101	OVERTIME	215,456	212,000	231,997	246,391	171,000	171,000	178,005	205,776	
A3410	105200	SICK LEAVE BONUS	2,100	2,100	1,850	1,850	2,750	2,750	1,850	2,000	
A3410	105203	SICK LEAVE SELLBACK	-	-	1,003	1,003	-	-	-		
A3410	119000	CLOTHING ALLOWANCE	7,800	7,800	7,500	7,500	8,400	8,400	8,100	10,200	
A3410	120000	HEALTH INSURANCE BUY-OU	5,000	5,000	6,464	6,463	5,000	5,000	1,884	10,000	
A3410	190000	SEVERANCE/RETIREM. PAY	34,939		30,161	30,161	-	111,536	111,535	15,000	
A3410	250000	EQUIPMENT	76,913	42,000	43,782	36,241	36,426	36,426	20,294	43,260	
A3410	250013	EQUIPMENT FOR TRAINING	923	1,000	1,000	978	1,000	1,000	958	1,000	
A3410	250028	CONFINED SPACE EQUIPMEN	2,345	2,500	2,500	2,351	2,500	2,500	1,982	2,500	
A3410	413000	GAS & DIESEL	15,055	19,089	20,103	20,103	21,846	21,846	13,750	25,229	
A3410	416000	MATERIALS & SUPPLIES	7,877	8,500	7,486	6,825	8,500	8,484	5,985	8,500	
A3410	432201	VOLUNTEER SERVICE AWAR	67,083	67,222	67,222	66,477	62,210	62,210	5,840	58,237	
A3410	441500	COMPUTER SUPPORT/DATA	2,619	2,800	2,800	2,665	2,800	2,800	2,745	2,800	
A3410	443200	RECRUIT & OFFICER TRAININ	7,290	10,000	10,233	10,233	10,000	10,000	9,175	20,000	
A3410	447200	REPAIR OF EQUIPMENT	50,241	50,000	49,901	48,651	40,000	40,000	27,159	32,894	
A3410	453700	EMPLOYEE PHYSICALS	3,026	6,000	5,866	4,018	6,000	6,000	3,105	6,000	
A3410	461900	FIRE PREVENTION	1,949	2,000	2,000	1,387	2,000	1,950	1,083	2,000	
A3410	462000	TRAVEL	1,017	2,000	2,000	1,708	2,000	2,000	919	2,000	
A3410	467000	ASSOCIATION DUES	150	534	534	509	534	600	600	600	
A3410	810000	RETIREMENT	248,013	256,429	256,429	250,144	247,842	247,842	-	268,534	
A3410	820000	SOCIAL SECURITY	94,871	93,135	93,135	96,162	87,816	96,816	77,446	106,768	
TOTAL FIRE			1,856,549	1,780,659	1,834,563	1,843,685	1,679,401	1,799,937	1,212,988	1,975,984	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
3510 ANIMAL CONTROL											
A3510	103101	ANIMAL WARDEN	1,565	2,500	2,500	720	1,800	1,800	700	1,800	
A3510	413000	GAS & DIESEL	-	100	100	-	100	100	-	-	
A3510	416000	MATERIALS & SUPPLIES	-	1,280	1,280	463	100	50	-	150	
A3510	443200	TRAINING	50	350	350	-	-	250	250	350	
A3510	445100	MAINTENANCE OF EQUIPME	125	50	-	-	200	-	-	200	
A3510	447200	REPAIR OF EQUIPMENT	-	-	250	-		250	-	250	
A3510	459300	VETERINARY SERVICES		500	500	-	500	500	-	500	
A3510	459301	DOG HOUSING	3,200	5,000	4,800	630	4,000	3,750	385	750	
A3510	462000	TRAVEL	-	100	100	-			-	265	
A3510	820000	SOCIAL SECURITY	120	191	191	55	138	138	54	138	
TOTAL ANIMAL CONTROL			5,060	10,071	10,071	1,868	6,838	6,838	1,389	4,402	
3620 BUILDING DEPARTMENT											
A3620	101000	REGULAR SALARIES	183,357	188,016	189,176	189,176	281,763	281,763	163,072	272,448	
A3620	105000	OVERTIME	1,336	2,500	1,340	306	2,000	2,000	244	2,000	
A3620	105200	SICK LEAVE BONUS	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	
A3620	120000	HEALTH INSURANCE BUY-OU	2,500	2,500	2,500	2,500	2,500	2,500	1,250	2,500	
A3620	250000	EQUIPMENT	28,308	2,000	1,862	-	500	500	-	-	
A3620	411900	EDUCATIONAL SUPPLIES	1,520	2,000	2,000	1,656	2,000	2,000	1,521	5,000	
A3620	413000	GAS & DIESEL	1,670	2,026	2,026	1,565	2,351	2,351	831	2,067	
A3620	416000	MATERIALS & SUPPLIES	2,019	2,500	2,638	1,845	2,500	2,500	1,496	2,500	
A3620	441500	SOFTWARE & SUPPORT	900	2,300	2,300	900	2,000	2,000	-	900	
A3620	442400	EMERGENCY SECURE BUILD	-	2,000	2,000	1,403	2,000	2,000	-	2,000	
A3620	443200	TRAINING	1,492	2,000	2,000	1,335	2,000	2,000	935	2,000	
A3620	447200	REPAIR OF EQUIPMENT	433	1,000	1,000	36	700	700	-	700	
A3620	820000	SOCIAL SECURITY	13,812	14,858	14,858	14,105	21,991	21,991	12,123	21,278	
TOTAL BUILDING DEPT			238,547	224,900	224,900	216,027	323,505	323,505	182,672	314,593	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
5110 HIGHWAY											
A5110	100401	SUPERINTENDENT SALARY	96,008	86,986	86,986	84,662	89,160	89,160	64,468	89,160	
A5110	101000	REGULAR SALARIES	833,489	877,816	876,748	863,758	985,375	985,375	716,005	978,970	
A5110	103100	TEMPORARY POSITION	28,675	28,000	27,532	27,531	28,000	28,000	23,928	29,120	
A5110	105000	OVERTIME	31,040	25,000	31,598	31,597	32,000	32,000	18,161	32,000	
A5110	105200	SICK LEAVE BONUS	3,000	4,800	4,800	4,200	2,400	3,000	3,000	600	
A5110	112500	MEALS	588	800	800	413	1,000	1,000	147	1,000	
A5110	119000	CLOTHING ALLOWANCE	5,825	7,800	7,800	7,078	9,425	9,425	8,550	9,425	
A5110	120000	HEALTH INSURANCE BUY-OU	6,058	7,500	10,674	10,673	10,000	10,000	2,842	10,000	
A5110	190000	SEVERANCE/RETIREMNT PAY	159,319		67,332	67,331					
A5110	250000	EQUIPMENT	6,421	6,000	4,937	2,483	1,500	1,500	658	1,500	
A5110	410100	ANTI-FREEZE	-	500	500	-	500	500	-	500	
A5110	411200	CONCRETE/CEMENT	8,937	2,000	2,000	-	2,000	2,000	-	5,500	
A5110	411300	BLACKTOP	10,672	25,000	24,818	15,044	25,000	23,890	7,438	20,000	
A5110	411400	CEMENT	256	500	1,366	1,365	1,200	2,455	1,344	-	
A5110	412300	FENCE	545	500	500	341	500	500	190	500	
A5110	412660	HIGHWAY GAS FOR HEAT	16,600	18,556	15,497	8,989	11,700	11,700	2,408	3,973	
A5110	412801	FLAGS	1,498	1,500	1,500	1,498	1,600	1,600	1,500	1,600	
A5110	412802	FLOWERS	2,224	2,200	2,200	2,200	2,400	2,400	2,200	2,600	
A5110	413000	GAS & DIESEL	42,570	56,667	59,726	59,726	58,845	52,407	21,228	60,421	
A5110	413001	BVAC GAS	8,876	12,866	12,866	8,185	12,073	12,073	6,172	12,773	
A5110	413002	VEHICLE OIL	6,343	5,600	6,233	6,233	6,000	6,000	3,999	6,000	
A5110	413200	GRATES	912	6,675	6,513	-	2,000	2,000	1,296	2,000	
A5110	413500	GREASE & LUBES	701	650	2,351	526	650	650	-	650	
A5110	415400	TOOLS	1,928	3,000	2,804	1,466	3,000	3,000	327	3,000	
A5110	416000	MATERIALS & SUPPLIES	22,886	19,000	20,996	17,893	19,000	17,897	6,649	19,000	
A5110	416300	PAINTS	675	1,000	1,000	643	1,000	1,000	261	1,000	
A5110	416400	PIPE	2,000	2,000	2,000	285	2,000	2,000	320	2,000	
A5110	417000	RADIO SUPPLIES	1,798	800	800	-	2,000	2,000	883	2,000	
A5110	417100	ROAD MARKINGS	15,900	23,000	23,000	21,526	25,000	25,000	-	25,000	
A5110	417200	GUARD RAILS						6,438	6,438	6,000	
A5110	417500	SAFETY SUPPLIES	3,784	2,000	1,945	854	2,000	2,000	504	2,000	
A5110	417900	SIGNS & POSTS	8,854	10,000	25,983	19,675	4,000	4,000	2,445	4,000	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
A5110	418200	STONE	-	5,000	5,000	-	5,000	5,000	-	5,000	
A5110	418600	TUBES & TIRES	10,184	10,010	11,988	11,140	10,000	10,474	-	10,000	
A5110	418800	TAR	29,550	31,000	30,922	30,486	32,000	32,000	-	32,000	
A5110	419000	UNIFORM CLEANING	1,438	1,500	1,610	1,610	1,550	1,550	922	1,550	
A5110	419600	WEED CONTROL	-	950	840	-	950	950	-	4,000	
A5110	419700	WELDING SUPPLIES	1,972	1,500	1,500	1,491	1,500	2,458	690	1,500	
A5110	422081	NEW DPW ELECTRIC	18,019	14,744	14,744	11,158	13,835	13,835	986	1,360	
A5110	424001	NEW DPW WATER & SEWER	1,024	1,200	1,200	1,048	1,200	1,200	691	1,200	
A5110	443200	TRAINING	2,249	3,715	3,715	2,360	1,000	1,000	693	1,000	
A5110	444100	PROFESSIONAL LICENSE & P	-	2,000	2,000	557	600	600	298	600	
A5110	445100	MAINTENANCE OF EQUIPMEN	17,061	19,500	14,043	3,849	29,096	29,096	19,725	30,200	
A5110	447000	RENT OF EQUIPMENT	2,750	3,300	3,300	-	3,300	3,300	-	3,300	
A5110	447200	REPAIR OF EQUIPMENT	70,712	70,000	71,516	66,743	65,000	56,520	28,270	65,000	
A5110	447213	REPAIR OF MAIN ST CLOCKS	86	1,500	1,500	1,030	1,500	1,500	1,077	1,500	
A5110	447214	REPAIR OF BUS SHELTERS	4,050			-				1,500	
A5110	447300	REPAIR OF REAL PROPERTY	14,614	3,000	45,245	42,244	3,000	4,564	4,564	6,000	
A5110	448000	TREE CARE/REMOVAL	6,875	18,000	18,000	1,875	15,000	15,000	7,354	22,000	
A5110	462000	TRAVEL	33	150	150	104	150	150	28	150	
A5110	820000	SOCIAL SECURITY	85,507	79,461	84,611	80,736	88,538	88,538	60,853	87,996	
TOTAL HIGHWAY			1,594,506	1,505,246	1,645,689	1,522,606	1,614,547	1,608,705	1,029,512	1,608,148	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
5142 SNOW											
A5142	105000	OVERTIME	71,617	90,000	90,000	56,335	90,000	90,000	66,057	90,000	
A5142	112500	MEALS	2,233	3,000	3,000	2,128	2,500	2,500	1,735	2,500	
A5142	250000	EQUIPMENT	875	500	995	994	1,000	1,000	-	1,000	
A5142	416000	MATERIALS & SUPPLIES	3,123	3,500	9,073	8,654	3,500	3,500	1,603	3,500	
A5142	417600	SAND & SALT	126,737	170,000	170,000	169,133	160,000	160,000	143,044	160,000	
A5142	447000	RENTAL OF EQUIPMENT	-	3,000	2,505	-	3,000	3,000	-	3,000	
A5142	447200	REPAIR OF EQUIPMENT	41,310	37,000	31,427	24,623	32,000	32,000	23,122	30,000	
A5142	820000	SOCIAL SECURITY	5,437	7,115	7,115	4,284	7,076	7,076	4,962	7,076	
TOTAL SNOW			251,332	314,115	314,115	266,151	299,076	299,076	240,523	297,076	
5182 STREET LIGHTS											
A5182	422090	STREET LIGHTS LIGHT & POW	62,840	82,700	82,700	51,941	55,000	45,500	4,480	7,392	
A5182	447300	REPAIR OF REAL PROPERTY	1,017	1,500	1,500	771	2,000	11,500	10,812	24,000	
A5182	470300	STREET LIGHTS HOLIDAY DE	852	2,000	3,000	2,400	2,500	2,500	1,522	2,500	
TOTAL STREET LIGHTS			64,709	86,200	87,200	55,112	59,500	59,500	16,814	33,892	
5630 BUS OPERATIONS											
A5630	464500	BUS LINE	-	-	16,000	8,858	11,000	11,259	11,258	24,100	
TOTAL BUS OPERATIONS			-	-	16,000	13,858	11,000	11,259	11,258	24,100	
6475 TOURISM											
A6475	467400	PROMOTION OF TOURISM	4,770	3,500	3,500	-	-	-	-	-	
TOTAL TOURISM			4,770	3,500	3,500	-	-	-	-	-	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
7110 PARK											
A7110	101000	REGULAR SALARIES	115,674	121,488	121,488	92,150	112,534	112,534	78,619	128,126	
A7110	103100	TEMPORARY POSITION	-	7,000	13,829	13,828	14,000	14,163	14,163	14,560	
A7110	105000	OVERTIME	1,754	2,000	2,000	1,442	2,000	1,837	1,558	2,000	
A7110	105200	SICK LEAVE BONUS		-	600	600				600	
A7110	112500	MEALS	119	160	160	14	160	160	-	100	
A7110	119000	CLOTHING ALLOWANCE	1,100	1,200	1,200	1,200	1,300	1,300	1,300	1,300	
A7110	120000	HEALTH INSURANCE BUY-OU	2,500	2,500	1,250	1,250	-	-	-		
A7110	190000	SEVERANCE/RETIREMENT PAY				-					
A7110	250000	EQUIPMENT	4,716	2,500	2,500	-	2,500	2,500	298	1,500	
A7110	412300	FENCE		250	250	-	250	250	-	250	
A7110	413000	GAS & DIESEL	2,770	3,459	4,570	4,570	5,208	5,208	3,467	5,825	
A7110	415400	TOOLS		500	-	-	500	500	-	500	
A7110	416000	MATERIALS & SUPPLIES	2,583	2,000	1,699	1,402	2,000	2,000	763	2,000	
A7110	416300	PAINTS	1,126	1,000	1,000	629	1,000	1,000	-	1,000	
A7110	417900	SIGNS & POSTS	1,015					4,875	3,076	-	
A7110	419600	WEED CONTROL	1,676	1,600	1,089	160	1,500	1,500	-	1,500	
A7110	422095	PARK ELECTRIC	21,419	25,459	25,459	16,322	21,495	19,970	3,569	5,531	
A7110	447200	REPAIR OF EQUIPMENT	2,595	7,000	7,000	4,557	2,500	3,081	2,323	3,000	
A7110	447300	REPAIR OF REAL PROPERTY		500	500	-	500	419	-	1,500	
A7110	820000	SOCIAL SECURITY	8,849	10,278	10,278	7,445	9,945	9,945	6,799	11,221	
TOTAL PARK			167,896	188,894	194,872	145,569	177,392	181,242	115,935	180,513	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
7112 SETTLEMENT CAMP PROPERTY											
A7112	250000	PURCHASE EQUIPMENT		6,230	6,230						
A7112	416000	MATERIAL & SUPPLIES	63	500	500	75	250	250	-		
A7112	422096	SETTLEMENT CAMP ELEC 30	3,020	3,327	3,327	2,982	3,200	3,200	2,148	2,983	
A7112	444000	JANITOR SERVICE	4,175	5,000	5,675	5,675	5,000	4,759	3,675	5,000	
A7112	445100	MAINTENANCE OF EQUIP		1,500	1,500	-	1,200	1,200	763	1,200	
A7112	447300	REPAIR OF REAL PROPERTY	31,620	25,000	18,095	6,800	5,000	5,241	4,824	7,500	
A7112	448000	TREE CARE/REMOVAL	6,250	5,000	5,000	5,000	5,000	5,000	3,080	5,000	
TOTAL USC			45,128	46,557	40,327	20,532	19,650	19,650	14,490	21,683	
7140 RECREATION											
A7140	101000	REGULAR SALARY	87,021	102,149	103,477	103,476	107,625	107,625	83,193	109,973	
A7140	105000	OVERTIME	270	2,000	1,175	1,175	2,000	2,000	1,903	2,000	
A7140	105200	SICK LEAVE BONUS	900	2,100	1,500	1,500	1,500	1,500	600	2,100	
A7140	109102	RECREATION DIRECTOR	55,725	57,118	57,441	57,440	58,546	58,546	45,008	58,546	
A7140	119000	CLOTHING ALLOWANCE	-	300	300	300	325	325	325	975	
A7140	120000	HEALTH BUYOUT		2,500	1,675	-	-	-	-		
A7140	173100	SUMMER PLAYGROUND COU	44,815	50,250	50,249	50,249	57,000	57,000	51,550	55,000	
A7140	173102	AFTER SCHOOL COUNSELOR	46,682	57,000	57,000	48,312	60,900	60,900	35,219	60,000	
A7140	173103	AFTER SCHOOL ACTIVITY SP	28,380	36,000	36,000	24,881	36,000	36,000	16,080	36,000	
A7140	250000	EQUIPMENT	7,454	1,000	11,278	11,133	6,000	6,000	633	-	
A7140	413000	GAS & DIESEL	707	400	655	655	630	630	360	674	
A7140	416000	MATERIALS & SUPPLIES	5,830	2,400	2,894	2,845	2,500	1,915	713	2,500	
A7140	416007	AFTER SCHOOL MAT & SUPP	9,201	21,000	21,112	7,921	21,000	21,000	4,616	18,000	
A7140	417601	PLAY SAND	-	700	375	130	1,100	1,100	-	1,000	
A7140	417602	PLAY SAFETY SURFACE	5,367	5,000	3,851	2,858	6,000	6,000	3,280	6,000	
A7140	417700	23 W CENTER PAPER SUPPL	851	1,500	1,400	1,049	1,000	1,000	594	750	
A7140	422097	23 W CENTER ELECTRIC	10,345	10,713	10,437	9,517	11,723	5,196	3,188	5,261	
A7140	423202	23 W CENTER ALARM	902	2,500	2,656	2,655	2,500	2,500	755	2,500	
A7140	441500	SOFTWARE & SUPPORT			3,600	3,595				3,700	
A7140	445100	MAINTENANCE OF EQUIPMEN	150				-	-	-		
A7140	446000	PRINTING/COPIER LEASE	2,279	2,100	2,316	2,257	2,200	2,914	2,144	2,900	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
A7140	446010	YARD SALE AD PRINTING	336	500	464	463	500	510	314	500	
A7140	447000	RENTAL OF EQUIPMENT	8,375	9,500	9,500	8,007	9,000	8,559	6,838	9,000	
A7140	447200	REPAIR OF EQUIPMENT	1,454	1,500	1,500	1,409	1,500	-	-		
A7140	447300	REPAIR OF PROPERTY	13,238	5,000	5,845	5,278	5,000	12,941	3,240	12,000	
A7140	462000	TRAVEL			97	96	100	100	-	100	
A7140	470500	COMMUNITY OUTREACH	1,190	1,500	1,407	573	1,500	1,500	-	1,500	
A7140	470600	CELEBRATION	6,268	8,500	8,593	7,972	10,000	9,990	5,776	12,500	
A7140	471500	FIREWORKS	7,500	-	7,500	7,500	7,500	8,500	8,500	8,500	
A7140	476306	SPORT CAMP	4,050	3,500	4,050	4,050	4,050	4,050	4,050	4,050	
A7140	477200	SOFTBALL - WOMENS	2,539	3,200	2,650	2,382	3,200	3,200	2,535	3,200	
A7140	477500	SUMMER BASKETBALL	4,379	9,000	9,000	6,691	6,500	6,500	6,270	6,500	
A7140	478100	SUMMER CAMP PROGRAM	2,959	9,000	7,400	5,107	7,500	7,371	4,678	7,500	
A7140	478400	SWIMMING PROGRAM	-		585	585	-	-	-		
A7140	478700	TENNIS	2,327	3,500	3,431	2,182	3,500	3,500	2,698	3,500	
A7140	479600	WOMENS VOLLEYBALL	-	350	350	177	350	350	-	350	
A7140	479800	YOUTH SERVICE GRANT		24,267	24,267	8,297	-	6,600	6,600	20,000	
A7140	479900	PROGRAM DEVELOPMENT	250	2,500	418	-	2,000	2,000	560	1,000	
A7140	820000	SOCIAL SECURITY	17,466	20,916	20,916	19,447	22,024	22,070	15,809	22,077	
TOTAL RECREATION			379,210	459,463	477,364	412,164	462,773	469,892	318,029	480,156	

2020 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
7141	SWIMMING POOL FACILITY										
A7141	173100	LIFEGUARDS	27,841	27,500	29,427	29,427	29,000	27,743	27,743	28,000	
A7141	250000	EQUIPMENT	7,818	1,500	1,500	510	1,500	-	-	17,500	
A7141	410900	CHEMICALS	3,372	5,000	5,000	4,458	4,600	8,721	7,491	6,000	
A7141	416000	MATERIALS & SUPPLIES	2,419	3,500	1,425	658	2,500	2,480	1,792	2,500	
A7141	443200	TRAINING	166	800	800	674	800	480	300	750	
A7141	444100	LICENSE & PERMIT FEE	235	250	250	-	250	470	470	485	
A7141	445100	MAINTENANCE OF EQUIP	-	2,500	1,372	780	1,500	1,193	-	4,000	
A7141	445102	POOL START-UP/CLEANING	6,917	5,000	6,128	6,128	5,000	4,000	2,247	5,000	
A7141	447200	REPAIR OF EQUIPMENT	653	1,500	1,500	811	1,000	9,170	9,170	4,000	
A7141	820000	SOCIAL SECURITY	2,130	2,104	2,252	2,251	2,219	2,139	2,139	2,142	
TOTAL SWIMMING POOL FACILITY			51,551	49,654	49,654	45,697	48,369	56,396	51,352	70,377	
7620	ADULT RECREATION										
A7620	470600	SENIOR PROGRAMS	-	2,500	1,918	825	2,500	2,500	-	2,500	
A7620	476500	SENIOR ART	2,858	3,280	3,862	3,862	3,900	3,900	2,400	3,600	
TOTAL ADULT RECREATION			2,858	5,780	5,780	4,687	6,400	6,400	2,400	6,100	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8010 ZONING											
A8010	101000	REGULAR SALARIES	6,750	6,914	7,047	7,046	7,084	7,084	5,506	7,108	
A8010	105000	OVERTIME	1,717	1,200	2,023	2,023	2,000	1,933	1,581	2,000	
A8010	416000	MATERIALS & SUPPLIES	171	300	200	163	300	300	226	300	
A8010	443200	TRAINING		1,000	-		500	500	-	500	
A8010	452000	ENGINEERS			1,038	1,038					
A8010	455000	VIDEOGRAPHER	800	2,400	2,400	2,400	2,400	2,400	1,600	4,200	
A8010	820000	SOCIAL SECURITY	645	621	692	692	695	695	540	697	
TOTAL ZONING			10,083	12,435	13,400	13,362	12,979	12,912	9,453	14,805	
8020 PLANNING											
A8020	101000	REGULAR SALARIES	6,750	6,914	7,047	7,046	7,084	7,084	5,506	7,108	
A8020	105000	OVERTIME	3,115	2,400	2,522	2,522	2,400	2,467	2,467	2,500	
A8020	250000	EQUIPMENT	-		-	-					
A8020	416000	MATERIALS & SUPPLIES	377	450	1,958	1,956	1,450	1,450	202	1,450	
A8020	443200	TRAINING		1,000	763	-	500	500	-	500	
A8020	450400	ATTORNEYS	1,069				-	-	-	-	
A8020	452000	CONSULTANT	40,163	70,000	148,500	84,836	65,000	64,900	35,790	65,000	
A8020	454000	ENGINEERS	3,156		-	-					
A8020	455000	VIDEOGRAPHER	2,400	2,400	2,400	2,400	2,400	2,500	1,800	4,200	
A8020	820000	SOCIAL SECURITY	752	713	730	730	726	726	608	735	
TOTAL PLANNING			57,782	83,877	163,920	99,490	79,560	79,627	46,373	81,493	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8160 SANITATION											
A8160	446600	REFUSE REMOVAL	66,174	60,000	77,200	91,845	84,463	84,463	45,483	78,000	
A8160	449100	GARBAGE HAULING & DISPOS	669,138	668,892	677,192	677,309	685,101	685,101	414,170	710,000	
A8160	449101	ADD A CAN EXPENSE	25	150	150	33	125	125	20	125	
A8160	449300	RECYCLING HAULING	238,601	238,000	233,664	235,749	231,331	231,331	149,466	257,000	
A8160	449301	RECYCLING DISPOSAL			44,771	50,029	65,700	65,700	63,079	100,000	
TOTAL SANITATION			973,938	967,042	1,032,977	1,054,965	1,066,720	1,066,720	672,218	1,145,125	
8170 STREET CLEANING											
A8170	416000	MATERIALS & SUPPLIES	1,289	3,000	3,000	2,833	3,000	6,008	6,007	6,500	
A8170	447200	REPAIR OF EQUIPMENT	13,547	10,000	10,000	4,131	5,000	7,934	5,017	5,000	
TOTAL STREET CLEANING			14,836	13,000	13,000	6,964	8,000	13,942	11,024	11,500	
8189 RECYCLING											
A8189	101000	REGULAR SALARIES	138,987	127,168	127,988	127,988	86,330	86,330	52,191	86,559	
A8189	105000	OVERTIME	2,472	2,400	2,931	2,930	2,400	2,400	373	2,400	
A8189	105200	SICK LEAVE BONUS	600	600	600	600	600	600	600	600	
A8189	112500	MEALS	56	200	21	21	200	200	-	200	
A8189	119000	CLOTHING ALLOWANCE	1,100	1,200	1,200	1,200	975	975	650	975	
A8189	190000	SEVERANCE/RETIREMENT PA	33,183								
A8189	412650	RECYCLING CENTER GAS/OIL	-	5,000	5,000	2,474	2,300	2,300	1,783	2,941	
A8189	413000	GAS & DIESEL	4,066	11,833	11,301	3,070	14,307	14,307	6,640	10,151	
A8189	415400	TOOLS	276	250	198	-	250	250	-	250	
A8189	416000	MATERIALS & SUPPLIES	404	500	610	610	500	500	-	500	
A8189	418600	TUBES & TIRES	-	1,000	1,000	-	750	750	-	750	
A8189	422050	RECYCLING CENTER ELECTRIC	1,209	1,439	1,612	1,611	1,686	1,686	585	965	
A8189	447200	REPAIR OF EQUIPMENT	21,114	30,000	30,000	12,949	25,000	25,000	3,525	15,000	
A8189	820000	SOCIAL SECURITY	12,806	10,065	10,065	9,391	6,924	6,924	3,759	6,941	
TOTAL RECYCLING			216,273	191,655	192,526	162,844	142,222	142,222	70,106	128,232	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
9010 EMPLOYEES RETIREMENT SYSTEM											
A9010	810000	RETIREMENT	309,740	306,401	306,401	305,343	304,988	304,988	-	320,252	
TOTAL RETIREMENT			309,740	306,401	306,401	305,343	304,988	304,988	-	320,252	
9040 WORKERS COMPENSATION											
A9040	830000	WORKERS' COMPENSATION	228,988	247,307	247,307	247,307	290,610	290,610	290,609	275,339	
A9040	830001	VOLUNTEER FIREFIGHTERS					24,596	24,596	24,596	27,399	
TOTAL COMPENSATION			228,988	247,307	247,307	247,307	315,206	315,206	315,205	302,738	
9050 UNEMPLOYMENT BENEFITS											
A9050	850100	UNEMPLOYMENT BENEFITS	1,254	4,000	3,623	-	2,000	2,000	-	2,000	
TOTAL UNEMPLOYMENT			1,254	4,000	3,623	-	2,000	2,000	-	2,000	
9055 DISABILITY											
A9055	850000	INSURANCE	6,839	5,800	6,177	6,177	5,800	5,800	3,585	5,800	
TOTAL DISABILITY			6,839	5,800	6,177	6,177	5,800	5,800	3,585	5,800	
9060 HEALTH INSURANCE											
A9060	840000	HEALTH INSURANCE	2,965,448	2,629,879	2,629,879	2,730,867	2,958,783	2,958,783	1,848,485	3,149,173	
A9060	840100	MEDICARE REIMBURSEMENT	101,597	104,282	104,282	136,769	140,676	140,676	68,422	147,141	
A9060	840200	EMPLOYEE ASSISTANCE PRO	2,371	2,400	2,431	2,431	2,500	2,500	1,832	2,500	
A9060	840400	EMPLOYEE DRUG TESTING	4,096	3,000	5,717	5,717	3,000	3,000	1,744	3,000	
A9060	840500	DENTAL INSURANCE	67,086	76,412	71,920	63,240	64,334	64,334	59,091	86,363	
A9060	840600	VISION INSURANCE	9,792	9,319	10,759	9,909	9,814	9,814	8,438	10,125	
A9060	840700	LIFE INSURANCE	652	660	964	964	1,000	1,000	964	970	
TOTAL HEALTH INSURANCE			3,151,042	2,825,952	2,825,952	2,949,897	3,180,107	3,180,107	1,988,976	3,399,272	

2020 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
9710 SERIAL BONDS											
A9710	601100	2011 (1996 & 2001) PRINCIPAL	306,598	322,319	322,319	322,319	326,252	326,252	326,252	341,976	
A9710	605500	2014 (2005) PRINCIPAL	587,387	619,233	619,233	619,233	636,925	636,925	636,925	654,618	
A9710	605600	2016 PRINCIPAL	122,077	123,207	123,207	123,207	124,339	124,339	124,339	125,467	
A9710	605700	2018 PRINCIPAL					495,812	495,812	495,812	514,445	
A9710	605800	2008 PRINCIPAL	420,000	440,000	440,000	440,000	460,000	460,000	-	475,000	
A9710	701100	2011 (1996 & 2001) INTEREST	41,980	29,716	29,716	29,716	20,047	20,047	20,047	10,259	
A9710	705500	2014 (2005) INTEREST	163,040	133,670	133,670	133,670	115,093	115,093	115,093	95,986	
A9710	705600	2016 INTEREST	80,550	78,098	78,098	78,097	75,622	75,622	38,433	73,124	
A9710	705700	2018 INTEREST			232,632	232,631	482,312	482,312	244,875	467,159	
A9710	705800	2008 INTEREST	142,469	125,669	125,669	125,669	103,669	103,669	51,834	85,269	
TOTAL SERIAL BONDS			1,864,101	1,871,912	2,104,544	2,104,542	2,840,071	2,840,071	2,053,610	2,843,303	
9730 BOND ANTICIPATION NOTES											
A9730	607599	BAN Principal	530,270	554,975	554,975	554,975	-	-	-		
A9730	707599	BAN Interest	127,302	174,821	174,821	174,821	-	-	-		
TOTAL BANS			657,572	729,796	729,796	729,796	-	-	-	-	
9950 INTERFUND TRANSFERS											
A9950	900003	INTERFUND TRANSFER	1,721,346	-	2,491,000	2,491,000	-	-	-		
TOTAL INTERFUND TRANSFERS			1,721,346	-	2,491,000	2,491,000	-	-	-	-	
TOTAL GENERAL EXPENSE			21,206,825	20,149,824	23,053,994	22,053,797	20,722,886	20,849,471	13,269,589	21,842,327	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1325 FINANCE											
A1325	100113	2013 TAX REVENUE	4,043								
A1325	100114	2014 TAX REVENUE	320,211								
A1325	100115	2015 TAX REVENUE	14,571								
A1325	100116	2016 TAX REVENUE	27,857			582,938					
A1325	100117	2017 TAX REVENUE	9,586,899			2,304			242,706		
A1325	100118	2018 TAX REVENUE		10,593,191	10,593,191	9,974,839			401,148		
A1325	100119	2019 TAX REVENUE					10,964,181	10,964,181	10,961,242		
A1325	102827	BUILDING VIOLATONS	62,922			44,663			45,804		
A1325	108100	PAYMENTS IN LIEU OF	222,463	214,983	214,983	266,233	220,071	220,071	219,897	234,017	
A1325	109006	2016 TAX INTEREST				-					
A1325	109007	2017 TAX INTEREST	64,109			2,242			13		
A1325	109008	2018 TAX INTEREST		95,000	95,000	460,811			61,068		
A1325	109009	2019 TAX INTEREST					95,000	95,000	410,652		
A1325	109010	2020 TAX INTEREST								100,000	
A1325	109013	2013 TAX INTEREST	833						26		
A1325	109014	2014 TAX INTEREST	3,469						40,299		
A1325	109015	2015 TAX INTEREST				1					
A1325	109050	IN REM INTEREST	56,263			143,535			4,598		
A1325	111000	SALES TAX	4,321,409	4,278,686	4,278,686	4,461,401	4,321,000	4,321,000	2,376,392	4,462,000	
A1325	113000	UTILITY TAX	154,164	134,000	134,000	186,660	134,000	134,000	175,763	146,000	
A1325	113001	UTILITY TAX REFUND AUDIT									
A1325	117000	FRANCHISE TAX	242,613	236,000	236,000	240,380	236,000	236,000	179,421	236,000	
A1325	123000	SCHOOL TAX PENALTY	34,069	52,000	52,000	47,896	50,000	50,000	53,032	50,000	
A1325	126000	HEALTH INSURANCE RE	250,530	257,822	257,822	292,730	328,626	328,626	255,074	352,855	
A1325	126001	DENTAL INSURANCE RE	56,153	57,728	57,728	54,332	54,764	54,764	42,461	52,007	
A1325	201202	FLEA MARKET FEE	5,940	5,000	5,000	4,180	5,000	5,000	3,300	5,000	
A1325	240100	INTEREST & EARNINGS	10,146	8,000	8,000	76,073	38,000	38,000	58,925	40,000	
A1325	240102	BOND & COUPON INTER	296	300	300	1,971	500	500	1,133	-	
A1325	240105	NYCLASS INTEREST							115,089	145,000	
A1325	250100	BUSINESS/OCCUPATIO	14,150	8,000	8,000	6,620	8,000	8,000	3,180	7,000	
A1325	254000	BINGO LICENSES	5,210	4,000	4,000	7,512	4,000	4,000	2,737	5,000	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017 YTD	2018 ADOPTED BUDGET	2018 REVISED BUDGET	2018 YTD	2019 ADOPTED BUDGET	2019 REVISED BUDGET	2019 YTD	2020 REQUESTED BUDGET	COMMENTS
			ACTUAL 12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
A1325	254500	OTHER LICENSES	1,253	1,000	1,000	1,630	1,000	1,000	1,198	1,200	
A1325	261000	FINES & FORFEITED BA	176,829	175,000	175,000	135,239	145,000	145,000	83,725	80,000	
A1325	265000	SALE OF SCRAP	32,744	-	-	8,050	-	4,000	84,157	-	
A1325	265501	BIDS	1,375	1,000	1,000	1,940	1,000	1,000	4,815	1,000	
A1325	266000	SALE OF REAL PROPER	64,465	50,000	1,050,000	1,217,606	50,000	50,000	18,000	-	
A1325	268000	INSURANCE RECOVERI	3,518	-	-	252	-	-	29,644	-	
A1325	268001	INSURANCE REIMBURS	93,921	15,000	15,000	34,523	30,000	30,000	20,057	25,000	
A1325	270100	REFUND OF PRIOR YEAR EXPENSE				20,702			19,919	-	
A1325	270500	DONATIONS							3,350	-	
A1325	277000	MISCELLANEOUS REVE	3,828	4,000	4,000	13,754	3,000	3,000	2,086	3,000	
A1325	277007	BANNER PERMITS				2,400	2,000	2,000	1,500	2,000	
A1325	280101	INTERFUND REVENUE -	233,700	241,520	241,520	241,520	249,950	249,950	249,950	262,410	
A1325	280102	INTERFUND REVENUE -	215,790	216,800	216,800	216,800	224,670	224,670	224,670	237,100	
A1325	300100	STATE AID AIM FUNDIN	1,537,478	1,537,478	1,537,478	2,945,548	1,537,478	1,537,478	-	1,537,478	
A1325	300500	STATE AID MORTGAGE	440,337	400,000	400,000	548,980	450,000	450,000	315,650	500,000	
A1325	333100	STATE AID O&M COURT	50,632	54,000	54,000	46,175	50,000	50,000	-	50,000	
A1325	396000	ST AID EMERGENCY DISASTER				9,287				-	
A1325	496000	FED AID EMERGENCY DISASTER				-				-	
TOTAL FINANCE			18,314,190	18,640,508	19,640,508	22,301,727	19,203,240	19,207,240	16,712,681	8,534,067	
1410 CITY CLERK											
A1410	125500	CLERK FEES	8,378	7,500	7,500	8,932	7,500	7,500	7,179	8,000	
A1410	125506	NSF CHECK FEE	340	100	100	240	100	100	320	100	
A1410	125520	INREM FEES	12,325	-	-	3,408	3,000	3,000	9,052	6,500	
TOTAL CITY CLERK			21,043	7,600	7,600	12,580	10,600	10,600	16,551	14,600	
1620 PUBLIC BUILDINGS											
A1620	221001	CHAMBER WELCOME C	1,237	1,410	1,410	1,195	1,302	1,302	1,090	1,569	
A1620	302101	STATE AID COURT TEL	1,297	1,200	1,200	1,240	1,200	1,200	450	1,200	
TOTAL PUBLIC BUILDINGS			2,534	2,610	2,610	2,435	2,502	2,502	1,540	2,769	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
3120 POLICE											
A3120	152000	POLICE FEES	716	500	500	763	500	500	809	500	
A3120	174000	PARKING TICKETS	144,342	140,000	140,000	169,648	160,000	166,528	161,516	170,000	
A3120	200114	EVENT FEE-POLICE OT	24,161	7,000	16,973	19,456	8,000	8,000	6,167	11,700	
A3120	226001	SCHOOL RESOURCE OFFICER			5,074	6,196			1,652	4,500	
A3120	238901	DC DRUG TASK FORCE		99,632	99,632	163,039	145,580	145,580	71,637	118,279	
A3120	255000	ALARM PERMIT	300	300	300	200			350	-	
A3120	268000	INSURANCE RECOVERY	12,021	-	-	1,713		16,203	17,203	-	
A3120	277000	MISC REVENUE	1,750		3,500	19,698			13,138	-	
A3120	331500	ST AID STOP DWI	1,151	1,000	2,302	5,043	1,500	1,500	-	1,500	
A3120	331508	ST AID POLICE TRAFFIC	10,120	11,000	11,000	12,917	9,075	9,075	-	9,025	
A3120	338910	ST AID DCJS			6,000	6,000				-	
A3120	398900	ST AID CHILD PASSENG	-	2,950	2,950	-	2,500	2,500	-	1,750	
A3120	432045	FED DCJS GRANT	7,259			-				3,081	
A3120	438950	FED AID - Byrne Grant/JA	29,900	10,000	10,000	-		10,000	9,336	-	
TOTAL POLICE			231,720	272,382	298,231	404,673	327,155	359,886	281,808	320,335	
3130 DETECTIVES											
A3130	262500	ASSET FORFEITURE	551		4,401	4,401				-	
TOTAL DETECTIVES			551	-	4,401	4,401	-	-	-	-	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
3410 FIRE											
A3410	268000	INSURANCE RECOVERY									
A3410	438912	FEDERAL AID								217,875	
TOTAL FIRE			-	-	-	-	-	-	-	217,875	
3510 ANIMAL CONTROL											
A3510	254200	DOG LICENSES	5,561	5,500	5,500	6,220	5,500	5,500	4,625	5,500	
A3510	261100	DOG FINES	2,020	1,500	1,500	1,945	1,500	1,500	2,133	1,900	
TOTAL ANIMAL CONTROL			7,581	7,000	7,000	8,165	7,000	7,000	6,758	7,400	
3620 BUILDING DEPARTMENT											
A3620	226000	RECORD SEARCHES	43,425	40,000	40,000	41,878	40,000	40,000	31,050	40,000	
A3620	238000	FIRE INSPECTION FEE	5,575	15,000	15,000	4,475	15,000	15,000	6,900	15,000	
A3620	238500	SEWER INSPECTION FE	1,300	500	500	900	500	500	450	500	
A3620	238900	SECTION 8 INSPECTION	7,350	7,245	7,245	6,536	7,245	7,245	3,885	7,000	
A3620	250102	PLUMBING LICENSES	13,103	10,000	10,000	10,650	10,000	10,000	11,750	10,000	
A3620	250103	ELECTRIC LICENSES	33,730	25,000	25,000	28,800	25,000	25,000	27,350	20,000	
A3620	255500	BUILDING PERMITS	181,647	150,000	150,000	180,361	190,000	190,000	67,326	100,000	
A3620	255501	C.O. APPLICATION FEE	16,450	14,000	14,000	15,250	14,000	14,000	12,350	14,000	
A3620	256500	PLUMBERS PERMITS	18,583	8,500	8,500	21,603	15,000	15,000	13,192	10,000	
A3620	257000	RENTAL PERMITS	13,100	10,000	10,000	11,025	7,200	7,200	6,525	7,500	
A3620	257100	VACANT REGISTRATION	50,118	30,000	30,000	42,443	12,000	12,000	18,984	12,000	
A3620	257500	ELECTRICAL PERMITS	8,480	7,000	7,000	7,870	7,000	7,000	7,390	7,000	
A3620	259000	VEHICLE PERMITS	600	250	250	200	250	250	500	250	
A3620	259002	TREE & GRADING PERMITS				250	100	100	850	200	
A3620	259005	CHICKEN PERMITS	125	100	100	75	100	100	75	100	
A3620	259006	SIDE CAFÉ PERMITS	100	100	100	100	100	100	350	100	
A3620	261200	MISCELLANEOUS	11,136	4,000	4,000	6,433	5,000	5,000	4,393	4,000	
A3620	261202	SNOW VIOLATIONS	12,339	1,500	1,500	4,137	1,500	1,500	2,251	1,500	
TOTAL BUILDING DEPARTMENT			417,161	323,195	323,195	382,986	349,995	349,995	215,571	249,150	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
5110 HIGHWAY											
A5110	171000	ROAD IMPROVEMENT 1	206,495	185,295	185,295	175,312	185,295	185,295	135,886	203,000	
A5110	178901	MTA COMMUTER PARK	58,489	56,000	56,000	57,863	56,000	56,000	46,429	57,000	
A5110	178903	ZIP CAR	260	400	400	-	-	-		-	
A5110	256000	STREET OPENING PERM	19,800	10,000	10,000	54,200	15,000	15,000	31,000	18,000	
A5110	268000	INSURANCE RECOVERIES			-	4,202				-	
A5110	277000	BVAC FUEL REIMBURSE	7,339	12,866	12,866	9,602	12,073	12,073	15,208	12,773	
A5110	350100	STATE AID CHIPS	9,764		5,062	-				-	
A5110	351000	STATE AID 9D O&M	24,123	24,123	24,123	24,123	24,123	24,123	12,062	24,123	
TOTAL HIGHWAY			326,270	288,684	293,746	325,302	292,491	292,491	240,585	314,896	
A7110 PARK											
A7110	208909	HIDDENBROOK MAINT C	2,000	2,000	2,000	2,000	2,000	2,000	-	2,000	
A7110	270500	DONATIONS	1,060							-	
TOTAL PARK			3,060	2,000	2,000	2,000	2,000	2,000	-	2,000	
A7112 UNIVERSITY SETTLEMENT											
A7112	200190	USC-USAGE FEE	20,975	35,000	35,000	16,688	35,000	35,000	5,175	20,000	
A7112	208902	PHELPS-USC Donation	22,416	-	-	-				-	
TOTAL UNIVERSITY			43,391	35,000	35,000	16,688	35,000	35,000	5,175	20,000	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
7140 RECREATION											
A7140	200100	RECREATION FEES	6,195	3,000	3,000	995	3,000	3,000	6,490	2,000	
A7140	200101	PARK USE FEES	9,886	13,000	13,000	13,558	7,500	7,500	6,858	7,500	
A7140	200108	SUMMER CAMP FEE	47,903	59,250	59,250	55,189	57,000	57,000	55,398	57,000	
A7140	200113	SPORT CAMP FEE	-	3,500	3,500	6,260	4,050	4,050	-	4,050	
A7140	200115	AFTER SCHOOL	100,310	150,000	150,000	103,993	125,000	125,000	60,566	110,000	
A7140	200157	JAZZERCISE FEES	-				-	-	-	-	
A7140	200160	YARD SALE FEES-NEW	610	500	500	585	500	500	690	500	
A7140	200175	BEACON HOOPS FEES	5,170	9,000	9,000	7,175	6,500	6,500	5,545	6,500	
A7140	200184	SWIMMING LESSON FE	2,313		585	585	-	-	-	-	
A7140	200187	TENNIS FEES	3,535	3,500	3,500	4,035	3,500	3,500	3,985	3,500	
A7140	208900	PLANNING RECREATIO	6,824		10,000	17,000	-	-	-	-	
A7140	208903	FIREWORKS	-	-	7,500	15,000	7,500	8,500	8,500	8,500	
A7140	241000	RENTAL OF REAL PROP	5,000	6,000	6,000	4,225	3,000	3,000	2,250	3,000	
A7140	270500	DONATIONS	500		304	548				-	
A7140	270572	WOMENS SOFTBALL FE	2,800	3,200	3,200	2,000	3,200	3,200	2,400	3,200	
A7140	270596	WOMENS VOLLEYBALL	200	350	350	-	350	350	150	350	
A7140	364300	ST AID FOOD ASSISTAN	737		-	4,905	3,600	3,600	2,259	3,600	
TOTAL RECREATION			191,983	251,300	269,689	236,053	224,700	225,700	155,091	209,700	
7141 SWIMMING POOL FACILITY											
A7141	200183	POOL TICKET FEES	33,072	35,000	35,000	28,459	32,000	32,000	24,336	28,000	
A7141	200184	SWIMMING LESSON FE	10	2,000	2,000	-	2,000	2,000	-	-	
A7141	238902	DC GRANT SWIM ACADEMY							3,723	4,000	
TOTAL SWIMMING POOL FACILITY			33,082	37,000	37,000	28,459	34,000	34,000	28,059	32,000	
7197 GREENWAY & HERITAGE TRAIL											
A7197	208911	GREENWAY	2,500	-	39,500	29,668	-	-	-	-	
TOTAL GREENWAY & HERITAGE TRAIL			2,500	-	39,500	29,668	-	-	-	-	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
7620	ADULT RECREATION										
A7620	200165	SENIOR ART FEES	-	3,280	3,280	2,550	3,900	3,900	-	3,600	
TOTAL ADULT RECREATION			-	3,280	3,280	2,550	3,900	3,900	-	3,600	
7989	FARMERS MARKET										
A7989	201201	FARMERS MARKET PRO	-			700			700	700	
TOTAL FARMERS MARKET			-	-	-	700	-	-	700	700	
8010	ZONING										
A8010	211000	ZONING FEES	9,100	3,500	3,500	5,250	3,500	3,500	2,750	3,500	
TOTAL ZONING			9,100	3,500	3,500	5,250	3,500	3,500	2,750	3,500	
8020	PLANNING										
A8020	211500	PLANNING APPLICATION	113,750	38,000	38,000	42,100	40,000	40,000	31,550	30,000	
A8020	211503	PLANNING BOARD LAWN SIGN			1,508	667	1,000	1,000	775	1,000	
A8020	390200	ST AID PLANNING STUD	843	-	-	-	-	-	-	-	
TOTAL PLANNING			114,593	38,000	39,508	42,767	41,000	41,000	32,325	31,000	
8160	SANITATION										
A8160	213001	GARBAGE CAN FEE-CIT	3,703	2,800	2,800	2,406	2,800	2,800	4,316	3,000	
A8160	213002	ADD A CAN FEE	135	150	150	135	150	150	89	150	
TOTAL SANITATION			3,838	2,950	2,950	2,541	2,950	2,950	4,405	3,150	

2020 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2017	2018	2018	2018	2019	2019	2019	2020	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8189 RECYCLING											
A8189	213000	GARBAGE/RECYCLING	44,525	40,000	40,000	41,430	50,000	50,000	31,414	40,000	
A8189	213001	RECYCLING REVENUE	18,132	16,000	4,085	4,084	-	-	-	-	
TOTAL RECYCLING			62,657	56,000	44,085	45,514	50,000	50,000	31,414	40,000	
9950 INTERFUND TRANSFERS											
A9950	503100	INTERFUND TRANSFER			273,745	215,439					
TOTAL INTERFUND TRANSFERS			-	-	273,745	215,439	-	-	-	-	
TOTAL GENERAL REVENUE			19,785,254	19,971,009	21,327,548	24,069,898	20,590,033	20,627,764	17,735,413	10,006,742	

CITY OF BEACON 2020 BUDGET

WATER FUND EXPENSE (F)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1380 FISCAL AGENT FEES										
F1380-461200	FISCAL AGENT FEE	3,000	3,000	3,000	-	10,000	10,000	-	10,000	
F1380-461201	FISCAL AGENT FEE-EFC	-	-	-	-	-	-	-	-	
TOTAL FISCAL AGENT FEES		3,000	3,000	3,000	-	10,000	10,000	-	10,000	
1420 WATER LEGAL EXPENSES										
F1420-450400	ATTORNEYS	39,619	42,000	41,200	41,149	42,000	42,000	16,710	42,000	
TOTAL WATER LEGAL EXPENSES		39,619	42,000	41,200	41,149	42,000	42,000	16,710	42,000	
1680 TECHNOLOGY										
F1680 250000	PURCHASE OF EQUIPMENT	-	2,200	2,200	1,840	2,100	2,100	-	3,079	
F1680 444100	LICENSES	897	1,801	2,601	2,476	1,790	1,790	1,381	1,130	
F1680 452003	IT CONSULTANT	720	3,510	3,510	1,642	3,600	3,600	360	3,600	
TOTAL TECHNOLOGY		1,617	7,511	8,311	5,958	7,490	7,490	1,741	7,809	
1950 TAXES ON CITY PROPERTY										
F1950-468000	TAXES ON CITY PROPERTY	241,597	248,844	246,728	233,107	237,769	237,769	231,036	237,967	
TOTAL TAXES ON CITY PROPERTY		241,597	248,844	246,728	233,107	237,769	237,769	231,036	237,967	
1980 MTA PAYROLL TAX										
F1980.400099	MTA PAYROLL TAX	1,783	2,433	2,433	1,849	2,565	2,565	1,847	2,604	
TOTAL MTA PAYROLL TAX		1,783	2,433	2,433	1,849	2,565	2,565	1,847	2,604	
1990 CONTINGENCY										
F1990-400001	CONTINGENCY FUND	-	10,000	10,000	-	10,000	2,750	-	75,000	
F1990-400004	CONTINGENCY-RETIREMENT	-	-	-	-	59,000	-	-	-	
TOTAL CONTINGENCY		-	10,000	10,000	-	69,000	2,750	-	75,000	

CITY OF BEACON 2020 BUDGET

WATER FUND EXPENSE (F)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8310 WATER ADMINISTRATION										
F8310-250000	EQUIPMENT		450	2,795	1,642					
F8310-416000	MATERIALS & SUPPLIES	399	300	300	236	350	350	116	350	
F8310-417700	SANITARY AND PAPER SUPPL	216	-	-	-				-	
F8310-423201	INTRUSION ALARM MONITORS	288	350	662	312	662	662	312	665	
F8310-441500	COMPUTER SUPPORT/DATA P	1,716	1,750	2,438	2,437	2,500	2,500	2,437	2,500	
F8310-443200	TRAINING	195	1,200	512	256	1,200	1,200	475	1,200	
F8310-446000	PRINTING	-	1,000	1,000	200	1,000	769	-	1,000	
F8310-446006	WATER/SEWER BILL PRINTING	1,432	1,000	1,000	343	1,000	1,231	615	1,000	
F8310-450500	ADMINISTRATION FEE TO GEN	233,700	241,520	241,520	241,520	249,950	249,950	249,950	262,410	
F8310-452000	CONSULTANT		223,853	223,853	199,433	34,000	34,000	32,733	60,000	
F8310-462000	TRAVEL	19	500	500	15	500	500	31	500	
F8310-465000	POSTAGE	10,718	8,000	10,116	11,151	10,000	10,000	4,976	4,500	
F8310-467000	ASSOCIATION DUES	220	220	220	220	220	220	220	220	
TOTAL WATER ADMINISTRATION		248,903	480,143	484,916	457,765	301,382	301,382	291,865	334,345	
8320 WATER SUPPLY										
F8320-422085	SUPPLY ELECTRIC	1,751	2,291	2,291	1,752	1,489	1,489	1,443	2,732	
F8320-424000	WATER FROM OTHER GOVERN	189,390	175,000	175,000	207,788	700,000	700,000	38,931	700,000	
TOTAL WATER SUPPLY		191,141	177,291	177,291	209,540	701,489	701,489	40,374	702,732	

CITY OF BEACON 2020 BUDGET

WATER FUND EXPENSE (F)

		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8330 WATER PURIFICATION										
F8330-101000	REGULAR SALARIES	132,337	187,837	187,837	135,993	183,151	183,151	143,579	199,503	
F8330-105000	OVERTIME	30,500	24,000	24,000	22,193	25,000	25,000	15,851	25,250	
F8330-105200	SICK LEAVE BONUS	1,200	600	600	600	600	600	600	600	
F8330-105202	ON CALL		6,800	5,000	5,000	5,400	5,400	4,000	10,400	
F8330-112500	MEALS	210	300	300	133	300	300	133	300	
F8330-119000	CLOTHING ALLOWANCE	1,100	1,800	1,800	1,200	1,950	1,950	1,950	1,950	
F8330-190000	SEVERANCE/RETIREMENT PAY	-								
F8330-410900	CHEMICALS	28,744	40,000	40,000	25,310	40,000	40,000	17,022	40,000	
F8330-412685	GAS/OIL FOR HEAT	10,413	11,957	11,957	10,287	11,000	11,000	5,964	9,841	
F8330-416000	MATERIALS & SUPPLIES	1,308	2,000	2,000	1,469	2,000	4,000	1,445	4,000	
F8330-422045	PURIFICATION ELECTRIC	189,693	226,406	225,781	216,367	218,700	218,700	143,249	213,721	
F8330-423000	TELEPHONES	1,504	2,000	2,000	2,018	2,200	2,200	1,721	2,200	
F8330-423001	CELL PHONES	573	684	3,684	3,552	4,524	4,524	2,433	4,632	
F8330-441300	CHEMICAL ANALYSIS/LAB WORK	10,460	12,000	12,625	13,085	11,000	11,000	6,340	12,000	
F8330-445100	MAINTENANCE OF EQUIPMENT	37,897	45,000	42,000	26,498	40,000	38,000	15,147	40,000	
F8330-820000	SOCIAL SECURITY	12,048	16,932	16,932	11,946	16,555	16,555	12,000	18,207	
TOTAL WATER PURIFICATION		457,987	578,316	576,516	475,651	562,380	562,380	371,434	582,604	

CITY OF BEACON 2020 BUDGET

WATER FUND EXPENSE (F)

		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8340 WATER DISTRIBUTION										
F8340-100401	SUPERINTENDENT SALARY	-	80,000	46,000	-	86,131	86,131	62,942	86,131	
F8340-101000	REGULAR SALARIES	351,204	377,937	377,937	378,578	401,312	401,312	255,241	388,492	
F8340-103100	TEMPORARY POSITION	5,800	6,250	6,150	5,534	13,250	13,250	11,594	13,250	
F8340-105000	OVERTIME	13,700	16,000	16,000	18,188	20,500	20,500	14,225	20,500	
F8340-105200	SICK LEAVE BONUS	600	1,200	1,200	600	1,800	1,800	1,200	1,800	
F8340-105202	ON CALL		3,400	5,200	5,200	5,400	5,400	1,000	10,400	
F8340-112500	MEALS	49	200	300	301	200	200	84	200	
F8340-119000	CLOTHING ALLOWANCE	3,850	4,200	4,200	3,600	4,550	4,550	3,575	4,550	
F8340-120000	HEALTH INSURANCE BUY-OUT	5,747	5,000	5,000	481	5,000	5,000	-	2,500	
F8340-190000	SEVERANCE/RETIREMENT	-					66,250	66,249		
F8340-250000	EQUIPMENT	10,313	7,000	7,000	6,383	70,480	70,480	15,397	70,000	
F8340-250031	PURCHASE HYDRANTS	4,264	6,000	6,000	5,127	6,000	6,000	5,136	6,000	
F8340-250400	PURCHASE WATER METERS	19,339	22,000	22,000	17,193	20,000	23,000	15,551	20,000	
F8340-413000	GAS & DIESEL	11,663	16,085	17,566	20,566	19,387	19,387	10,000	21,317	
F8340-415100	METER PARTS	25,484	10,000	10,000	8,591	10,000	14,000	13,034	14,000	
F8340-416000	MATERIALS & SUPPLIES	11,470	20,000	20,204	16,951	13,000	12,934	7,432	20,000	
F8340-416300	PAINTS	254	500	500	304	500	566	154	500	
F8340-416400	PIPE	1,789	3,000	3,000	2,029	3,000	3,000	-	3,000	
F8340-417400	ROADSIDE DEVELOPMENT	6,683	6,000	3,127	3,127	5,000	3,991	3,200	5,000	
F8340-417500	SAFETY SUPPLIES	965	2,500	2,722	2,556	4,000	5,009	1,927	4,000	
F8340-418600	TUBES & TIRES	1,881	3,000	3,000	1,475	3,000	3,000	1,113	3,000	
F8340-443200	TRAINING	-	650	650	-	650	650	100	650	
F8340-445200	MAINTENANCE SERVICE	1,746	3,000	2,433	418	12,980	12,980	1,600	3,000	
F8340-447000	RENTAL OF EQUIPMENT	651	1,000	1,000	637	1,000	1,000	725	1,000	
F8340-447200	REPAIR OF EQUIPMENT	31,417	40,000	40,381	33,943	40,000	217,735	87,157	55,000	
F8340-447300	REPAIR OF REAL PROPERTY		15,000	15,052	10,000	15,000	15,000	13,255	20,000	
F8340-447700	RENTAL OF RIGHT OF WAY	1,124	1,129	1,129	1,124	1,130	1,130	1,124	1,130	
F8340-454000	ENGINEERS	17,027	10,000	44,000	31,899	20,000	20,000	9,667	20,000	
F8340-454004	ENGINEERS-DAM INSPECTION	24,272	-	4,893	4,675		-	-		
F8340-457600	LEAK DETECTION		8,500	9,600	9,600		-	-	9,600	
F8340-820000	SOCIAL SECURITY	27,543	37,805	37,805	29,634	41,168	41,168	29,557	40,378	
TOTAL WATER DISTRIBUTION		578,835	707,356	714,049	618,714	824,438	1,075,423	632,239	845,398	

CITY OF BEACON 2020 BUDGET

WATER FUND EXPENSE (F)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
9010 EMPLOYEES RETIREMENT SYSTEM										
F9010-810000	RETIREMENT	72,279	76,805	76,805	76,533	76,450	76,450	-	80,277	
TOTAL EMPLOYEES RETIREMENT SYSTEM		72,279	76,805	76,805	76,533	76,450	76,450	-	80,277	
9040 WORKERS COMPENSATION										
F9040-830000	WORKERS' COMPENSATION	36,156	39,048	39,048	39,049	39,049	55,446	55,446	49,243	
TOTAL WORKERS COMPENSATION		36,156	39,048	39,048	39,049	39,049	55,446	55,446	49,243	
9055 DISABILITY										
F9055-850000	INSURANCE	816	700	700	708	700	700	324	700	
TOTAL DISABILITY		816	700	700	708	700	700	324	700	
9060 HEALTH INSURANCE										
F9060-840000	HEALTH INSURANCE	312,000	295,035	295,035	283,966	332,083	332,083	200,179	340,522	
F9060-840100	MEDICARE REIMBURSEMENT	1,858	8,447	8,447	5,402	6,730	6,730	4,228	8,455	
F9060-840500	DENTAL	6,767	8,460	8,460	6,974	5,150	5,150	4,257	6,264	
F9060-840600	VISION	859	6,096	6,096	1,114	1,113	1,113	946	1,157	
TOTAL HEALTH INSURANCE		321,484	318,038	318,038	297,456	345,076	345,076	209,610	356,398	

CITY OF BEACON 2020 BUDGET

WATER FUND EXPENSE (F)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
9710 SERIAL BONDS										
F9710-601100	2011 (1996 & 2001) PRINCIPAL	14,519	15,265	15,265	15,265	15,450	15,450	15,450	16,194	
F9710-605500	2014 (2005) PRINCIPAL	128,594	135,566	135,566	135,566	139,439	139,439	139,439	143,312	
F9710-605600	2016 PRINCIPAL	155,569	157,010	157,010	157,010	158,451	158,451	158,451	159,892	
F9710-607501	2011 (1998) PRINCIPAL (EFC)									
F9710-701100	2011 (1996 & 2001) INTEREST	1,988	1,407	1,407	1,407	949	949	949	486	
F9710-705500	2014 (2005) INTEREST	35,693	29,263	29,263	29,264	25,197	25,197	25,197	21,014	
F9710-705600	2016 INTEREST	102,649	99,524	99,524	99,523	96,369	96,369	48,977	93,185	
F9710-707501	2011 (1998) INTEREST (EFC)									
TOTAL SERIAL BONDS		439,012	438,035	438,035	438,035	435,855	435,855	388,463	434,083	
9730 BOND ANTICIPATION NOTES										
F9730-607599	BAN Principal	17,000	201,034	201,034	201,034	-	-	-	-	
F9730-707599	BAN Interest	4,013	5,493	5,493	5,493	-	-	-	-	
TOTAL BOND ANTICIPATION NOTES		21,013	206,527	206,527	206,527	-	-	-	-	
9950 INTERFUND TRANSFERS										
F9950-900001	INTERFUND TRANSFER	498,800		932,000	932,000					
TOTAL INTERFUND TRANSFERS		498,800	-	932,000	932,000	-	-	-	-	
TOTAL WATER EXPENSES		3,154,042	3,336,047	4,275,597	4,034,041	3,655,643	3,856,775	2,241,089	3,761,161	

CITY OF BEACON 2020 BUDGET

WATER FUND REVENUE (F)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8310 WATER ADMINISTRATION										
F8310-126000-	HEALTH INSURANCE REIMBURSEMENT	30,005	31,380	31,380	36,612	52,670	52,670	35,539	55,510	
F8310-126001	DENTAL INSURANCE	5,856	8,460	8,460	6,314	6,302	6,302	5,262	6,009	
F8310-214000-	WATER RESIDENTIAL & COMMERCIAL	2,061,261	1,838,707	1,838,707	1,655,948	1,930,642	1,930,642	1,447,830	1,930,642	
F8310-214001-	WATER CORRECTIONAL FACILITIES	1,112,825	1,000,000	1,000,000	1,102,299	1,100,000	1,100,000	689,979	1,200,000	
F8310-214002-	WATER TOWN OF FISHKILL	496,943	415,000	415,000	484,417	500,000	500,000	259,549	500,000	
F8310-214400-	WATER SERVICE CHARGES	24,408	22,000	22,000	17,816	20,000	27,000	13,481	24,000	
F8310-214800-	WATER PENALTY	71,826	20,000	20,000	56,131	20,000	20,000	15,317	20,000	
F8310-215000	ELECTRIC SALE	-	-	-	-					
F8310-240100-	INTEREST & EARNINGS	954	500	500	11,412	5,000	5,000	18,832	25,000	
F8310-240101-	EFC INTEREST/SUBSIDY	-	-	-	-					
F8310-265000-	SALE OF SCRAP/EQUIPMENT			2,657	2,657					
F8310-268000-	INSURANCE RECOVERIES	2,795	-	-	1,270	-	-	-	-	
TOTAL WATER ADMINISTRATION		3,806,873	3,336,047	3,338,704	3,374,876	3,634,614	3,641,614	2,485,789	3,761,161	
TOTAL WATER REVENUES		3,806,873	3,336,047	3,338,704	3,374,876	3,634,614	3,641,614	2,485,789	3,761,161	

CITY OF BEACON 2020 BUDGET

SEWER FUND EXPENSE (G)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
1380 FISCAL AGENT FEES										
G1380-461200	FISCAL AGENT FEE	10,000	10,000	15,508	15,508	10,000	10,000	-	10,000	
G1380-461201	FISCAL AGENT FEE-EFC	1,712	1,386	1,386	1,386	1,050	1,050	1,050	712	
TOTAL FISCAL AGENT FEES		11,712	11,386	16,894	16,894	11,050	11,050	1,050	10,712	
1420 SEWER LEGAL EXPENSES										
G1420-450400	ATTORNEYS	49,434	52,000	52,000	53,664	52,000	52,000	20,607	52,000	
TOTAL LEGAL EXPENSES		49,434	52,000	52,000	53,664	52,000	52,000	20,607	52,000	
1680 TECHNOLOGY										
G1680 250000	EQUIPMENT	-	400	400	-	600	600	-	3,079	
G1680 444100	LICENSE AND PERMITS	854	2,506	2,506	1,841	1,730	1,730	899	1,790	
G1680 452003	IT CONSULTANT	428	5,400	5,400	1,283	3,600	3,600	135	3,600	
TOTAL TECHNOLOGY		1,282	8,306	8,306	3,124	5,930	5,930	1,034	8,469	
1980 MTA PAYROLL TAX										
G1980-400099	MTA PAYROLL TAX	2,369	2,660	2,660	2,522	2,783	2,783	1,855	2,833	
TOTAL MTA PAYROLL TAX		2,369	2,660	2,660	2,522	2,783	2,783	1,855	2,833	
1990 CONTINGENCY										
G1990-400001	CONTINGENCY FUND	-	75,000	-	-	75,000	75,000	-	200,000	
G1990-400004	CONTINGENCY FUND - RET	-								
TOTAL CONTINGENCY		-	75,000	-	-	75,000	75,000	-	200,000	
8110 SEWER ADMINISTRATION										
G8110-450500	ADMINISTRATION FEE TO C	215,790	216,800	216,800	216,800	224,670	224,670	224,670	237,100	
TOTAL SEWER ADMINISTRATION		215,790	216,800	216,800	216,800	224,670	224,670	224,670	237,100	

CITY OF BEACON 2020 BUDGET

SEWER FUND EXPENSE (G)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8120 SANITARY SEWER										
G8120-250000	PURCHASE EQUIPMENT	813	3,000	1,000	882	1,000	1,000	994	1,000	
G8120-416000	MATERIALS & SUPPLIES	695	4,500	4,298	3,184	4,500	4,500	611	4,500	
G8120-422075	SANITARY SEWER ELECTR	403	484	484	364	365	365	313	463	
G8120-447000	RENTAL OF EQUIPMENT	-	3,000	3,000	3,000	3,000	3,000	-	3,000	
G8120-447200	REPAIR OF EQUIPMENT	2,826	12,000	12,202	11,876	12,000	20,245	20,245	12,000	
G8120-454000	ENGINEERS	2,131	2,000	4,000	1,196	4,000	4,000	1,298	4,000	
TOTAL SANITARY SEWER		6,868	24,984	24,984	20,502	24,865	33,110	23,461	24,963	
8130 WATER POLLUTION CONTROL										
G8130-100401	SUPERINTENDENT SALARY	81,193	84,031	84,031	84,464	80,000	80,000	3,272	80,000	
G8130-101000	REGULAR SALARIES	507,903	569,198	569,198	572,795	604,568	604,568	461,392	620,459	
G8130-103100	TEMPORARY POSITION					7,000	6,400	6,400	7,000	
G8130-105000	OVERTIME	133,164	110,000	110,000	107,262	110,000	110,000	94,824	110,000	
G8130-105200	SICK LEAVE BONUS	4,200	4,206	4,206	3,600	3,000	3,600	3,600	1,800	
G8130-112500	MEALS	4,347	4,000	4,000	1,917	2,500	2,500	1,974	2,500	
G8130-119000	CLOTHING ALLOWANCE	4,675	6,000	6,000	6,000	6,500	6,500	6,500	6,500	
G8130-120000	HEALTH BUYOUT	2,271	5,000	5,000	5,000	5,000	5,000	2,500	5,000	
G8130-190000	SEVERANCE/RETIREMENT	-								
G8130-250000	PURCHASE EQUIPMENT	26,092	35,000	37,700	32,489	35,000	35,000	12,343	35,000	
G8130-410900	CHEMICALS	64,483	100,000	100,000	87,603	100,000	100,000	79,541	100,000	
G8130-410901	CARBON FILTERS	-	25,000	25,000	24,870	26,000	26,000	22,900		
G8130-411000	CLEANING SUPPLIES	1,305	2,000	2,000	1,791	2,200	2,200	208	2,200	
G8130-412680	GAS/OIL FOR HEAT	5,266	9,846	9,446	7,643	9,850	9,850	2,688	5,913	
G8130-413000	GAS & DIESEL	1,775	2,092	2,492	2,740	2,600	2,600	1,884	2,813	
G8130-413002	VEHICLE OIL	-	1,000	1,000	-	1,000	1,000	-		
G8130-414500	LAB SUPPLIES	2,336	10,000	10,000	8,713	10,500	10,500	9,276	10,500	
G8130-415400	TOOLS	696	1,000	1,000	-	1,000	1,000	905	1,000	
G8130-416000	MATERIALS & SUPPLIES	1,764	3,000	3,000	2,935	3,500	3,500	1,622	3,500	
G8130-416300	PAINTS	-	500	500	424	500	500	490	500	

CITY OF BEACON 2020 BUDGET

SEWER FUND EXPENSE (G)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
G8130-417500	SAFETY SUPPLIES	601	2,500	2,500	1,540	15,000	15,000	426	2,500	
G8130-417700	SANITARY AND PAPER SUP	302	850	850	290	850	850	397	850	
G8130-422065	WPC ELECTRIC	181,901	218,971	215,916	191,412	196,000	192,436	140,559	209,283	
G8130-423000	TELEPHONES	2,196	1,800	2,500	2,558	2,200	2,200	2,058	2,700	
G8130-423001	CELL PHONES	578	684	684	632	684	684	370	648	
G8130-441300	CHEMICAL ANALYSIS/LAB V	17,450	15,000	15,000	15,840	16,000	16,000	10,570	16,000	
G8130-443200	TRAINING	1,145	1,500	1,500	875	1,500	1,500	473	4,000	
G8130-444100	PROFESSIONAL LICENSE F	15,950	17,000	17,000	15,671	17,500	17,500	15,600	17,500	
G8130-444103	DEC FINES	-			-					
G8130-445100	MAINTENANCE OF EQUIPM	10,967	18,000	18,000	13,704	18,952	18,952	7,903	19,000	
G8130-446006	PRINTING BILLS	1,432	1,018	1,018	343	1,018	1,018	615	1,100	
G8130-446600	REFUSE REMOVAL	470,785	640,000	640,000	595,203	640,000	640,000	348,920	660,000	
G8130-447200	REPAIR OF EQUIPMENT	81,070	110,000	109,743	83,867	120,000	116,760	53,885	120,000	
G8130-447211	PROJECTS	54,532	70,000	205,941	205,940	20,900	19,459	19,459	50,000	
G8130-454000	ENGINEERS	229,685	40,000	122,983	46,566	25,000	25,000	50,237	70,000	
G8130-462000	TRAVEL	711	1,250	1,250	954	1,250	1,250	454	3,125	
G8130-465000	POSTAGE	4,142	4,100	4,100	4,140	4,100	4,100	3,115	4,100	
G8130-820000	SOCIAL SECURITY	53,841	59,856	59,856	56,728	62,620	62,620	41,728	63,744	
TOTAL WATER POLLUTION CONTROL		1,968,758	2,174,402	2,393,414	2,186,509	2,154,292	2,146,047	1,409,088	2,239,235	

CITY OF BEACON 2020 BUDGET

SEWER FUND EXPENSE (G)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
9010 EMPLOYEES RETIREMENT SYSTEM										
G9010-810000	RETIREMENT	102,101	98,450	98,450	98,112	97,996	97,996	-	102,900	
TOTAL EMPLOYEES RETIREMENT SYSTEM		102,101	98,450	98,450	98,112	97,996	97,996	-	102,900	
9040 WORKERS COMPENSATION										
G9040-830000	WORKERS' COMPENSATIO	36,156	39,048	39,048	39,048	49,041	49,041	49,041	49,411	
TOTAL WORKERS COMPENSATION		36,156	39,048	39,048	39,048	49,041	49,041	49,041	49,411	
9055 DISABILITY										
G9055-850000	INSURANCE	710	600	600	790	600	600	410	600	
TOTAL DISABILITY		710	600	600	790	600	600	410	600	
9060 HEALTH INSURANCE										
G9060-840000	HEALTH INSURANCE	497,483	391,823	390,223	390,407	416,471	416,471	254,047	393,065	
G9060-840100	MEDICARE REIMBURSEME	6,343	15,818	14,380	15,148	16,662	16,662	9,268	18,535	
G9060-840500	DENTAL	4,851	5,558	8,196	8,759	9,285	9,285	6,685	10,278	
G9060-840600	VISION	1,442	1,466	1,866	1,730	1,714	1,714	1,382	1,555	
TOTAL HEALTH INSURANCE		510,119	414,665	414,665	416,044	444,132	444,132	271,382	423,433	
9710 SERIAL BONDS										
G9710-601100	2011 (2001) PRINCIPAL	68,883	72,416	72,416	72,416	73,299	73,299	73,299	76,831	
G9710-605500	2014 (2005) PRINCIPAL	114,020	120,201	120,201	120,201	123,636	123,636	123,636	127,070	
G9710-605600	2016 PRINCIPAL	262,354	264,783	264,783	264,783	267,210	267,210	267,210	269,641	
G9710-605700	2018 PRINCIPAL					116,188	116,188	116,188	120,555	
G9710-608000	2012 (2002) PRINCIPAL	130,000	135,000	135,000	135,000	135,000	135,000	135,000	140,000	
G9710-701100	2011 (2001) INTEREST	9,432	6,676	6,676	6,676	4,504	4,504	4,504	2,305	
G9710-705500	2014 (2005) INTEREST	31,648	25,947	25,947	25,947	22,341	22,341	22,341	18,632	
G9710-705600	2016 INTEREST	173,107	167,836	167,836	167,836	162,516	162,516	82,594	157,147	
G9710-705700	2018 INTEREST			54,515	54,514	113,024	113,024	57,383	109,473	
G9710-708000	2012 (2002) INTEREST	30,414	24,070	24,070	24,070	17,472	17,472	17,472	10,690	
TOTAL SERIAL BONDS		819,858	816,929	871,444	871,443	1,035,190	1,035,190	899,627	1,032,344	

CITY OF BEACON 2020 BUDGET

SEWER FUND EXPENSE (G)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
9730 BOND ANTICIPATION NOTES										
G9730-607599	BAN Principal	68,940	116,754	116,754	116,754	-	-	-	-	
G9730-707599	BAN Interest	29,331	40,762	40,762	40,762	-	-	-	-	
TOTAL BOND ANTICIPATION NOTES		98,271	157,516	157,516	157,516	-	-	-	-	
9950 INTERFUND TRANSFERS										
G9950-900001	INTERFUND TRANSFER	1,456,690	-	683,300	683,300	-	-	-	-	
TOTAL INTERFUND TRANSFERS		1,456,690	-	683,300	683,300	-	-	-	-	
TOTAL SEWER EXPENSES		5,280,118	4,092,747	4,980,081	4,766,268	4,177,550	4,177,550	2,902,225	4,384,000	

CITY OF BEACON 2020 BUDGET

SEWER FUND REVENUE (G)		2017	2018	2018	2018	2019	2019	2019	2020	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	REQUESTED	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/17		12/31/18	12/31/18		10/04/19	10/04/19		
8110 SEWER ADMINISTRATION										
G8110-126000	HEALTH INSURANCE REIMBURSEMENT	38,695	34,496	34,496	45,610	50,733	50,733	30,798	34,760	
G8110-126001	DENTAL INSURANCE	9,615	10,084	10,084	9,515	10,536	10,536	7,671	8,982	
G8110-212000	SEWER RENTS	1,079,303	1,068,698	1,068,698	823,036	1,175,568	1,175,568	857,891	1,175,568	
G8110-212001	CORRECTIONAL FACILITY	794,571	890,000	890,000	890,273	850,000	850,000	512,697	925,000	
G8110-212003	TOWN OF FISHKILL SEWER	1,086,845	1,010,000	1,010,000	1,226,702	1,010,000	1,010,000	631,346	1,100,000	
G8110-212007	BEACON SCHOOL BUS GARAGE	409			178	-	-	243	-	
G8110-212008	DUTCHESS STADIUM SEWER	3,570	2,800	2,800	4,255	-	-	-	-	
G8110-212009	DC TRANSPORT CENTER SEWER	127			751	-	-	-	-	
G8110-212800	SEWER PENALTY	5,224	4,000	4,000	6,878	5,000	5,000	4,476	5,000	
G8110-240100	INTEREST & EARNINGS	867	700	700	4,373	1,800	1,800	5,650	8,000	
G8110-240101	EFC INTEREST/SUBSIDY	25,158	21,969	21,969	21,969	17,472	17,472	17,472	10,690	
TOTAL SEWER ADMINISTRATION		3,044,384	3,042,747	3,042,747	3,033,540	3,121,109	3,121,109	2,068,244	3,268,000	
8130 WATER POLLUTION CONTROL										
G8130-212200	HAULER FEES	445,078	300,000	300,000	392,270	300,000	300,000	265,611	398,000	
G8130-212201	NEW WINDSOR TREATMENT	140,633	150,000	150,000	148,538	150,000	150,000	127,500	153,000	
G8130-212204	HAULER FEES BILLED MONTHLY	584,425	600,000	600,000	452,626	600,000	600,000	377,744	565,000	
TOTAL WATER POLLUTION CONTROL		1,170,136	1,050,000	1,050,000	993,434	1,050,000	1,050,000	770,855	1,116,000	
9950 INTERFUND TRANSFERS		Increase to tax levy available: 491,562								
G9950-503100	INTERFUND TRANSFERS			5,508	-	-	-	-	-	
TOTAL INTERFUND TRANSFERS				5,508	-					
TOTAL SEWER REVENUES		4,214,520	4,092,747	4,098,255	4,026,974	4,171,109	4,171,109	2,839,099	4,384,000	

Property Tax Cap

Tax Cap Form

City of Beacon (130205000000)
Fiscal Year Ending: 12/31/2020

Summary

Tax Levy Limit, Before Adjustments and Exclusions	
Real Property Tax Levy FYE 2019	\$10,964,181
Tax Cap Reserve Offset from FYE 2018 Used to Reduce FYE 2019 Levy	\$0
Total Tax Cap Reserve Amount (Including Interest Earned) from FYE 2019	---
Tax Base Growth Factor	1.0252
PILOTs Receivable FYE 2019	\$220,071
Tort Exclusion Amount Claimed in FYE 2019	\$0
Allowable Levy Growth Factor	1.0200
PILOTs Receivable FYE 2020	\$234,017
Available Carryover from FYE 2019	---
Tax Levy Limit Before Adjustments/Exclusions	\$11,455,743
Adjustments for Transfer of Local Government Functions	
Costs Incurred from Transfer of Local Government Functions	\$0
Savings Realized from Transfer of Local Government Functions	\$0
Total Adjustments	\$0
Tax Levy Limit, Adjusted for Transfer of Local Government Functions	\$11,455,743
Exclusions	
Tort Exclusion	\$0
Teachers' Retirement System Exclusion	\$0
Employees' Retirement System Exclusion	\$0
Police and Fire Retirement System Exclusion	\$0
Total Exclusions	\$0
Your FYE 2020 Tax Levy Limit, Adjusted for Transfers plus Exclusions	\$11,455,743
Total Tax Cap Reserve Amount Used to Reduce FYE 2020 Levy	---
* FYE 2020 Proposed Levy, Net of Reserve	---
Difference Between Tax Levy Limit and Proposed Levy	\$11,455,743
* Do you plan to override the Tax Cap for FYE 2020 ?	---

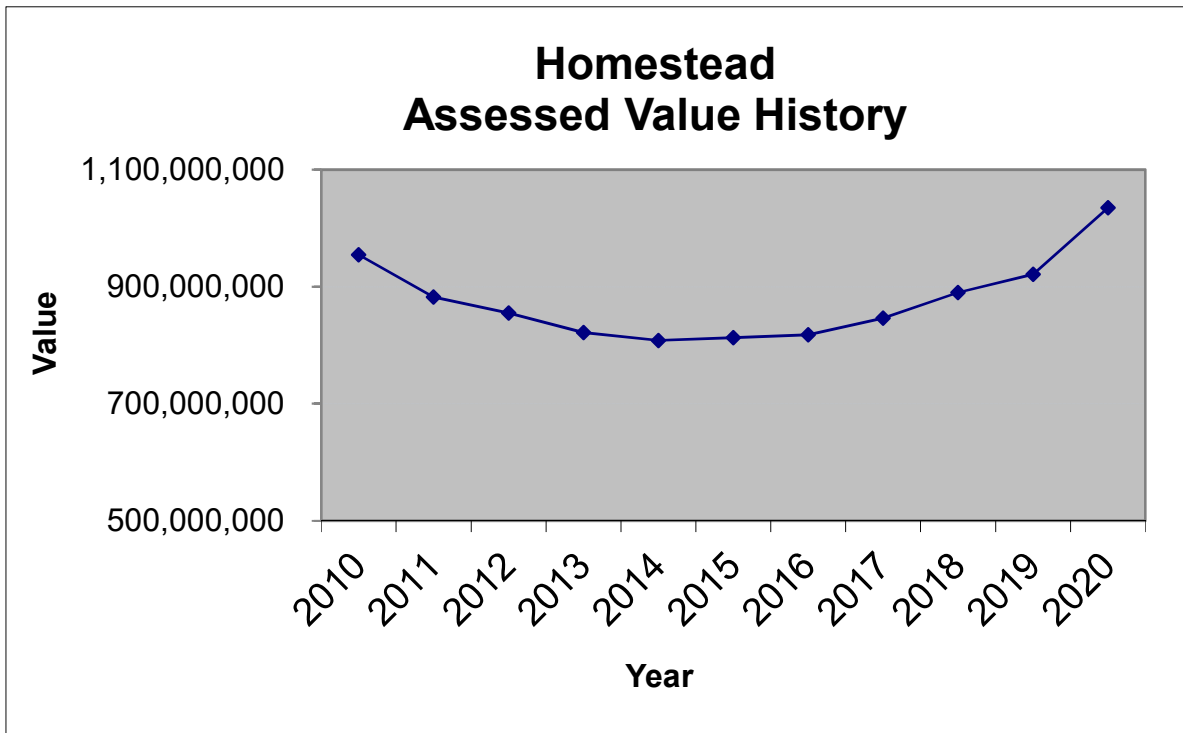
History

Date and Time	Status Changed To	User
01/02/2019 3:58:03 PM	Unsubmitted	Susan Tucker

Increase to tax levy available: 491,562

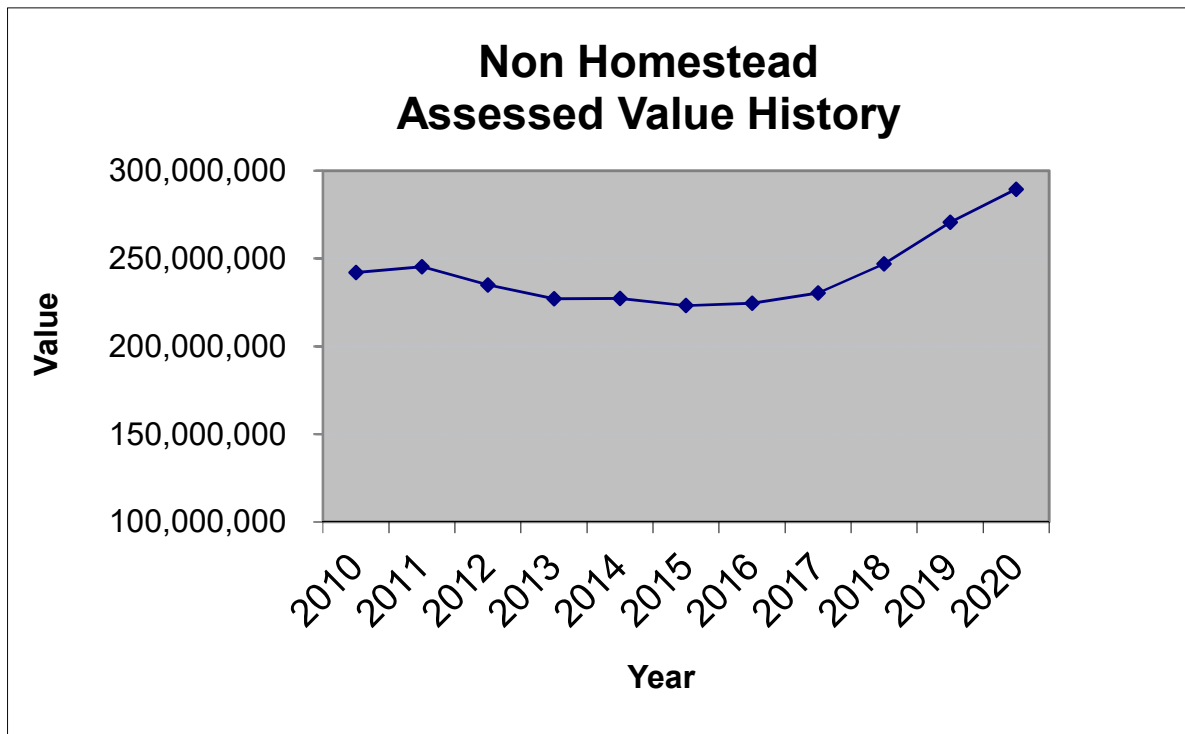
**CITY OF BEACON
HOMESTEAD
ASSESSED VALUES
2010-2020**

YEAR	VALUE
2010	954,444,766
2011	882,174,740
2012	855,098,018
2013	821,822,287
2014	808,113,801
2015	813,005,888
2016	817,959,464
2017	846,174,024
2018	890,121,552
2019	921,272,380
2020	1,034,827,397 as of 10/4/19



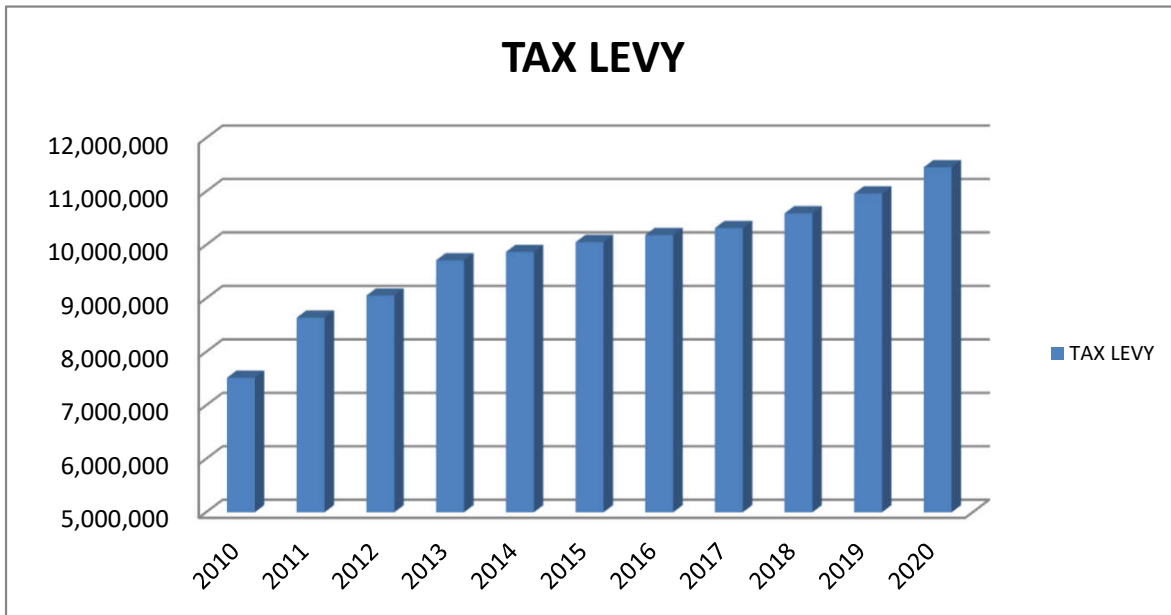
**CITY OF BEACON
NON HOMESTEAD
ASSESSED VALUES
2010-2020**

Tax YEAR	VALUE
2010	242,091,873
2011	245,365,328
2012	234,984,661
2013	227,050,371
2014	227,215,482
2015	223,226,443
2016	224,589,575
2017	230,385,626
2018	246,894,305
2019	270,710,226
2020	289,494,865 as of 10/4/19



**CITY OF BEACON
TAX LEVY
HISTORY
2010-2020**

	YEAR	LEVY AMOUNT	FUND BALANCE TO OFFSET LEVY
	2010	7,517,571	1,261,902
	2011	8,640,748	600,000
	2012	9,055,118	500,000
	2013	9,716,109	500,000
	2014	9,871,042	500,000
	2015	10,054,918	400,000
	2016	10,188,230	247,500
	2017	10,319,219	162,980
	2018	10,593,191	148,317
	2019	10,964,181	353,571
Proposed	2020	11,455,743	379,842



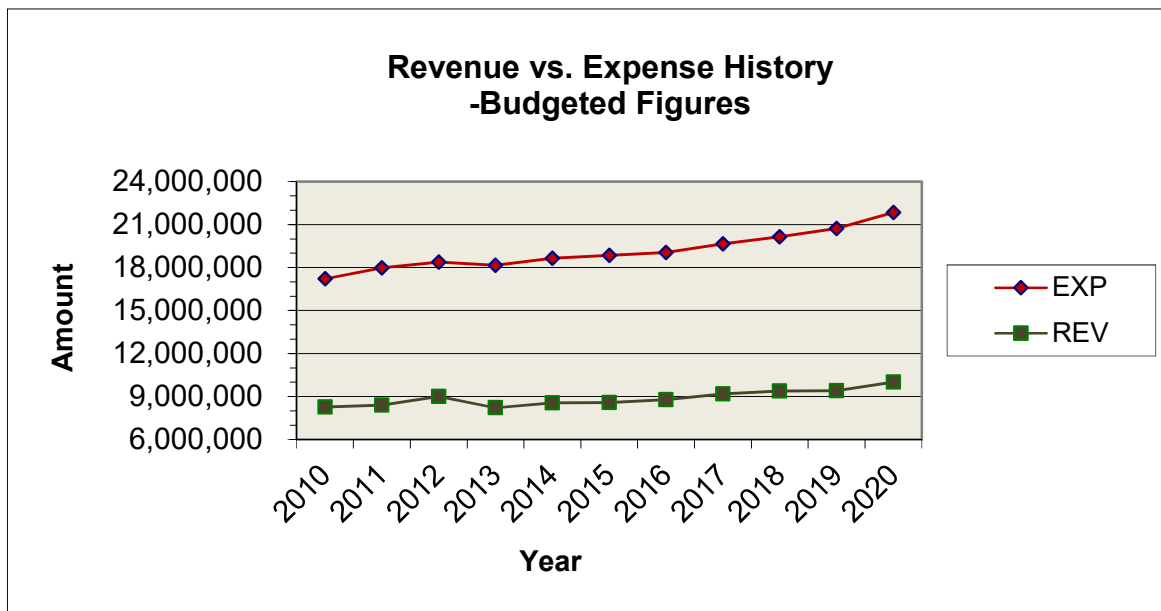
**CITY OF BEACON
GENERAL FUND
BUDGETED REVENUE vs. EXPENSE HISTORY
2010-2020**

EXPENSE BUDGET

REVENUE BUDGET

(without tax levy)

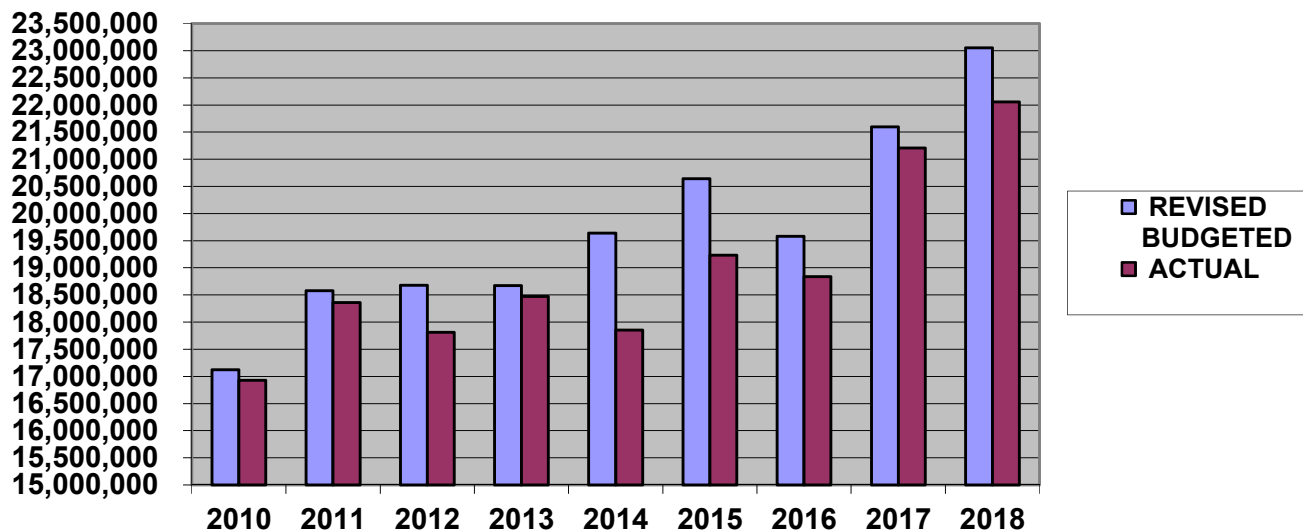
	YEAR	AMOUNT	% INCREASE (DECREASE)		YEAR	AMOUNT	% INCREASE (DECREASE)
	2010	17,213,829			2010	8,276,885	
	2011	17,978,372	4.44%		2011	8,397,973	1.46%
	2012	18,392,638	2.30%		2012	8,994,263	7.10%
	2013	18,157,204	-1.28%		2013	8,210,774	-8.71%
	2014	18,660,746	2.77%		2014	8,551,508	4.15%
	2015	18,855,163	1.04%		2015	8,578,889	0.32%
	2016	19,062,665	1.10%		2016	8,777,590	2.32%
	2017	19,653,153	3.10%		2017	9,170,954	4.48%
	2018	20,143,593	2.50%		2018	9,377,818	2.26%
	2019	20,723,533	2.88%		2019	9,405,781	0.30%
Anticipated	2020	21,842,327	5.40%		2020	10,006,742	6.39%



**CITY OF BEACON
GENERAL FUND
REVISED BUDGETED vs. ACTUAL EXPENSES
2010-2018**

REVISED BUDGETED EXPENSES			ACTUAL EXPENSES		
YEAR	AMOUNT	% INCREASE (DECREASE)	YEAR	AMOUNT	% INCREASE (DECREASE)
2010	17,119,990		2010	16,927,806	
2011	18,576,697	8.51%	2011	18,362,395	8.47%
2012	18,677,813	0.54%	2012	17,812,128	-3.00%
2013	18,670,176	-0.04%	2013	18,471,844	3.70%
2014	19,638,447	5.19%	2014	17,854,996	-3.34%
2015	20,642,503	5.11%	2015	19,232,749	7.72%
2016	19,579,938	-5.15%	2016	18,837,931	-2.05%
2017	21,594,681	10.29%	2017	21,206,826	12.58%
2018	23,053,994	6.76%	2018	22,053,803	3.99%

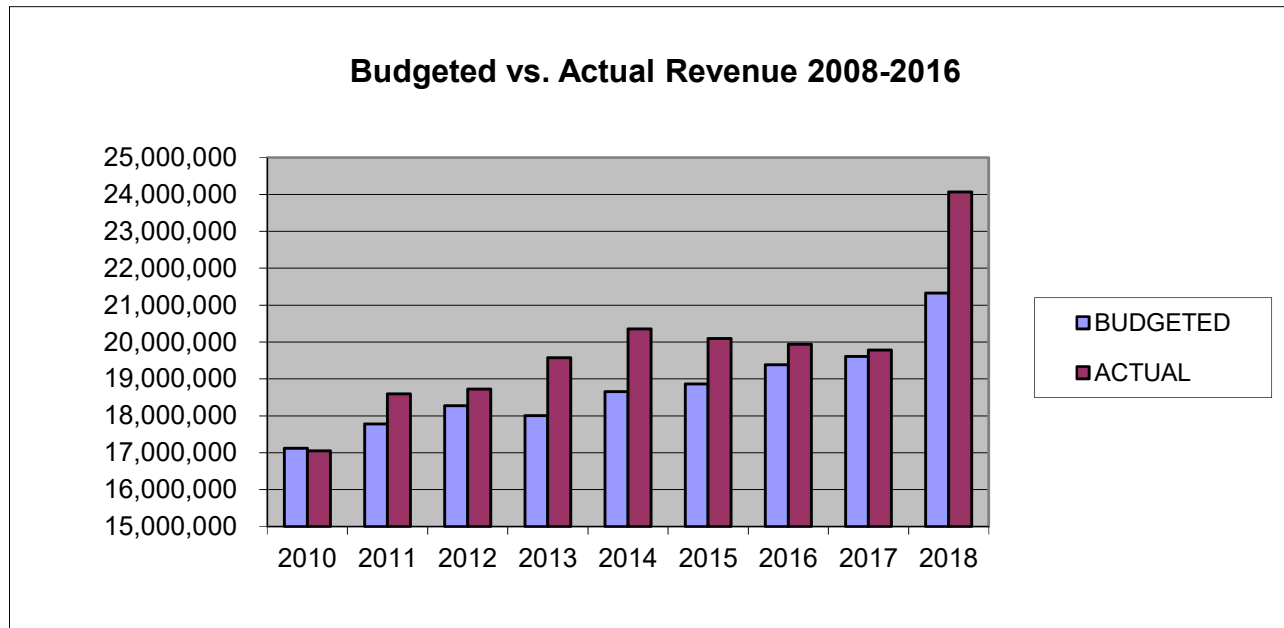
Budgeted vs. Actual Expense 2010-2018



Budget reflects final revised budget.

**CITY OF BEACON
GENERAL FUND
BUDGETED vs. ACTUAL REVENUES
2010-2018**

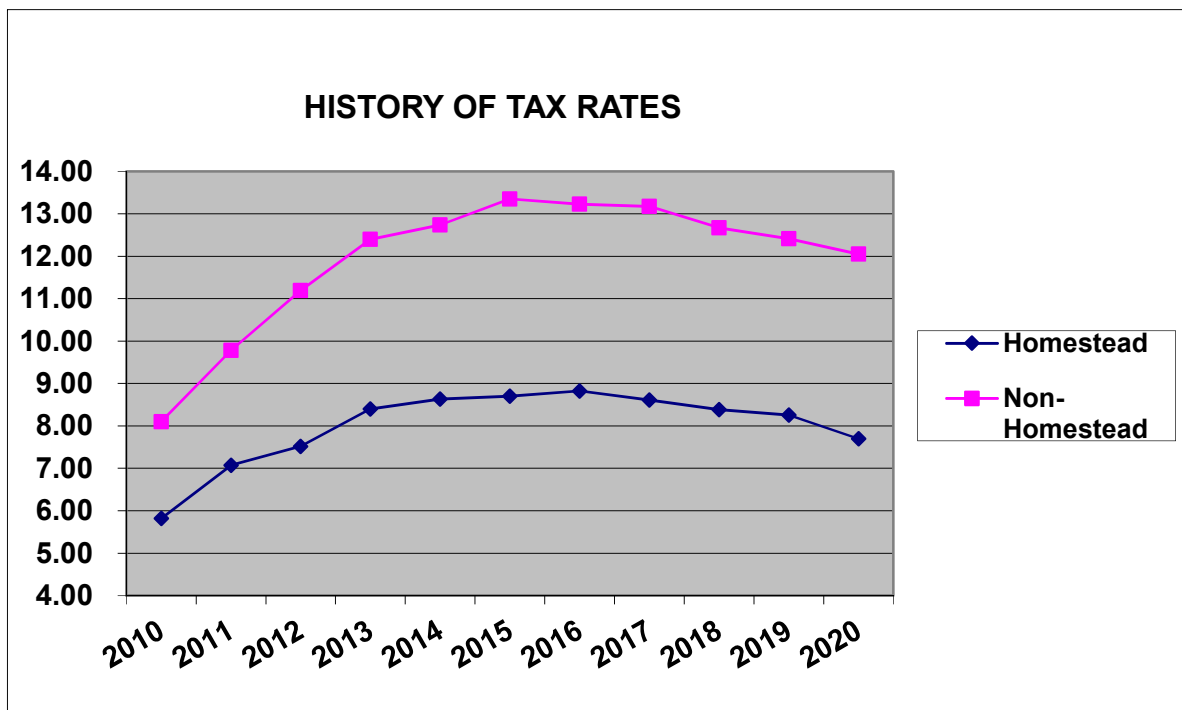
BUDGETED REVENUES (includes tax levy)			ACTUAL REVENUES		
YEAR	AMOUNT	% INCREASE (DECREASE)	YEAR	AMOUNT	% INCREASE (DECREASE)
2010	17,119,990		2010	17,055,223	
2011	17,783,201	3.87%	2011	18,599,242	9.05%
2012	18,278,889	2.79%	2012	18,729,604	0.70%
2013	18,003,967	-1.50%	2013	19,577,441	4.53%
2014	18,654,572	3.61%	2014	20,356,882	3.98%
2015	18,865,279	1.13%	2015	20,094,273	-1.29%
2016	19,385,715	2.76%	2016	19,942,253	-0.76%
2017	19,610,754	1.16%	2017	19,783,253	-0.80%
2018	21,327,548	8.75%	2018	24,067,891	21.66%



Budget reflects final revised budget.

CITY OF BEACON HISTORY OF TAX RATES 2010-2020

Homestead		Non-Homestead	
YEAR	RATE	YEAR	RATE
2010	5.82	2010	8.10
2011	7.07	2011	9.78
2012	7.52	2012	11.19
2013	8.40	2013	12.40
2014	8.63	2014	12.73
2015	8.70	2015	13.35
2016	8.82	2016	13.23
2017	8.61	2017	13.17
2018	8.39	2018	12.67
2019	8.25	2019	12.41
Anticipated 2020	7.70	2020	12.05



NUMBER OF EMPLOYEES PER DEPARTMENT - ALLFUNDS

Department	ACTUAL AT YEAR END						BUDGETED					Budget to Budget Change
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Administrator	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	3.0	1.0
Assessor	1.0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	-
Building	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	-
City Clerk	3.0	3.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.5	2.0	0.5
Council	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	-
Finance	3.5	3.0	3.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	-
Fire	13.0	13.0	13.0	13.0	14.0	14.0	14.0	14.0	14.0	14.0	17.0	3.0
Highway	16.0	14.0	14.0	14.0	14.0	15.0	15.0	15.0	16.0	17.0	17.0	-
Mayor	2.0	2.0	1.5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	-
Park	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	-
Police	35.0	35.0	31.0	31.0	32.0	34.0	34.0	35.0	36.0	36.0	37.0	1.0
Police Office	2.0	2.0	3.0	3.0	3.0	2.5	3.0	3.0	3.0	3.0	3.0	-
Public Buildings	1.0	1.0	1.0	1.0	1.5	1.0	1.0	1.0	1.0	1.0	1.0	-
Recreation	0.5	0.5	0.5	0.5	1.0	1.5	1.5	3.0	3.5	3.5	3.5	-
Recycle	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.5	1.5	-
Water	8.0	7.0	9.0	10.0	9.0	8.0	10.0	11.0	11.0	11.0	11.0	-
Sewer	11.0	10.0	9.0	10.0	9.0	11.0	11.0	11.0	11.0	11.0	11.0	-
Totals	112.0	107.0	104.5	107.0	108.0	111.5	114.0	117.5	119.0	121.0	126.5	5.5

City of Beacon Workshop Agenda
10/15/2019

Title:

2020 Budget Presentation from the Recreation Department

Subject:

Background:

City of Beacon Workshop Agenda
10/15/2019

Title:

General Budget Discussion - Finance Director and City Administrator

Subject:

Background:

**City of Beacon Workshop Agenda
10/15/2019**

Title:

Proposed Local Law to Deprioritize the Enforcement of Marijuana Laws

Subject:

Background:

ATTACHMENTS:

Description	Type
Proposed Local Law to Deprioritize the Enforcement of Marijuana Laws	Local Law

LOCAL LAW NO. ____ OF 2019

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO DEPRIORITIZE
THE ENFORCEMENT OF MARIJUANA LAWS

A LOCAL LAW to
create Chapter 159,
Article III of the Code
of the City of Beacon
concerning the
prioritization of the
enforcement of
marijuana laws

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

Section 1. Chapter 159, Article III of the Code of the City of Beacon entitled
“Marijuana Policy” is hereby created as follows:

§ 159-17 Legislative findings, intent and purpose.

- A. The Police Department and City Court expend considerable financial resources and significant amounts of personnel time enforcing laws that prohibit the possession and use of marijuana.
- B. In most cases, local prosecutors dismiss charges related to the possession and use of marijuana. When this occurs, the City recoups none of the costs it has incurred to initiate and maintain the charges. However, the charged individual carries a record of a dismissed marijuana charge on the “sealed” portion of their criminal record for the rest of their life. This sealed arrest record continues to impact the charged individual’s ability to secure employment, obtain student loans and obtain various licenses and permits for years into the future.
- C. The physical harms and societal risks associated with the use of marijuana are not significantly greater than the physical harms and societal risks associated with the use of alcohol and tobacco. The consequences associated with the initiation of marijuana charges are substantially out of proportion with those harms and risks.
- D. Although marijuana use is widespread, the enforcement of marijuana laws tends to follow the biases and prejudices present in society. Notably, while approximately the same proportion of black people and white people

use marijuana, marijuana arrest rates are more than three times higher for black people than they are for white people.

- E. Decades spent arresting millions of marijuana users have failed to control marijuana use or reduce the availability of marijuana. Marijuana usage rates are higher in the United States than they are in the Netherlands, where marijuana has been de facto legal since 1976.
- F. A majority of New Yorkers favor legalizing the possession and use of marijuana. For example, Quinnipiac University polling from January 2019 reveals that 65% of New Yorkers favor legalizing the possession and use of marijuana. Moreover, support is across the board, with majorities of every polled subgroup—men, women, Republicans, Democrats, independents, upstate, downstate, suburban, young, middle-aged and old—in favor of legalization. Notwithstanding this, as well as Governor Cuomo’s own campaign promise, both branches of the legislature have failed to enact a legalization bill or even bring one to the floor for debate.
- G. In enacting this Article, the City Council intends to make the enforcement of marijuana offenses the City’s lowest law enforcement priority, and further, to establish a policy of supporting state and federal legislative changes to allow for the regulated distribution and use of marijuana, rather than its prohibition.

§ 159-18 Definitions.

For the purposes of this Article:

MARIJUANA

All parts of the plant of the genus *Cannabis*, whether growing or not, but excluding mature stocks, fiber, oil or cake derived from the seeds of said plant and the sterilized seeds of the said plant. The City Council intends for this definition to be coextensive with the definition of “marihuana” contained in § 220.00(6) of the Penal Law (or such other definition as may amend or replace this Penal Law definition in the future).

MARIJUANA OFFENSE

Any law that prohibits the possession or use of marijuana or its cultivation for personal use, regardless of whether said law prohibits such conduct on its face or as applied in particular circumstances (such as but not limited to disorderly conduct charges premised on the use of marijuana).

§ 159-19 Marijuana Policy.

- A. The enforcement of marijuana offenses is hereby declared to be the lowest law enforcement priority of the City of Beacon.

- B. Beacon law enforcement officers shall make law enforcement activities relating to marijuana offenses their lowest law enforcement priority. Law enforcement activities relating to marijuana offenses include, but are not limited to, investigation, citation, arrest, seizure of property and providing assistance to the prosecution of marijuana offenses.
- C. In the course of hiring and retaining employees and officers and procuring goods and services, and to the extent consistent with other applicable laws, the City of Beacon shall not take account of or otherwise consider the fact that an individual has engaged in conduct that amounts to a marijuana offense or has been charged or convicted of a marijuana offense; provided, however, that such conduct does not take place during the course or scope of one's employment, service or provision of goods or services for or to the City.
- D. For the avoidance of any doubt, and without limiting the generality of the foregoing, this Policy does not apply to offenses related to the operation of motor vehicles or other machinery while under the influence of marijuana and/or any other intoxicating substances.

§ 159-20 Resolutions.

- A. The City Council hereby calls on the Legislature of the State of New York to enact legislation removing sanctions from the possession and use of marijuana by adults; allowing for the lawful sale and distribution of marijuana to adults; and, providing for the imposition of fair and reasonable taxes and fees on sales of marijuana within the State.
- B. The City Council hereby calls on Congress to enact legislation that would amend federal law to allow states and localities to remove sanctions from the possession and use of marijuana and to implement programs to tax and regulate marijuana.
- C. The City Council hereby calls on the United States Attorney General to direct federal law enforcement authorities to not enforce federal laws in a manner that would inhibit state and local programs providing for the taxation and regulation of marijuana.
- D. This Article is not intended to condone or encourage the use of marijuana or any other potentially harmful substance, whether legal or illegal. Rather, this Article reflects the City Council's conclusion that the costs of according a high priority to marijuana enforcement outweigh the benefits of such a policy.

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.

City of Beacon Workshop Agenda
10/15/2019

Title:

Discussion Regarding a Special Use Permit for 305 Main Street

Subject:

Background:

ATTACHMENTS:

Description	Type
Resolution Granting a Special Use Permit for 305 Main Street	Resolution
Dutchess County Planning Comments Regarding 305 Main Street	Cover Memo/Letter
Planning Board Referral to City Council 305 Main Street	Cover Memo/Letter
Special Use Permit-305 Beacon LLC	Application
Site Plan 305 Main Street	Plans
City of Beacon Code Regarding the Central Main Street District	Backup Material
Special Permit Uses	Backup Material
305 Main Street Parking Photographs	Backup Material

CITY OF BEACON

CITY COUNCIL

Resolution No. _____ of 2019

RESOLUTION

**GRANTING A SPECIAL USE PERMIT FOR
305 MAIN STREET**

WHEREAS, Douglas Ballinger on behalf of 305 Beacon LLC (the “Applicant”), submitted an application for a Special Use Permit to convert an existing one-story building into a wine and tapas bar with a new storefront and rear patio (the “Proposed Action”) on property located at 305 Main Street in the Central Main Street (CMS) Zoning District. Said premises being known and designated on the tax map of the City of Beacon as **Parcel ID# 5954-36-908866** (the “Property”); and

WHEREAS, the Special Use Permit Application was submitted by the Applicant in conjunction with its application to the Planning Board for Site Plan Approval; and

WHEREAS, the City Council is the approval authority for the Special Use Permit pursuant to City of Beacon Zoning Code §§ 223-18.B and 223-41.18.B; and

WHEREAS, the Site Plan is shown on the following drawings, entitled “Planning Board SUP Submittal Set Addenda” last revised August 13, 2019, as prepared by Ashokan Architecture & Planning PLLC:

Sheet	Title
A-001	<i>Cover Sheet</i>
A-101	<i>Ground Floor Plan + Front</i>
A-102	<i>Ground Floor Plan +Rear</i>
A-103	<i>Roof & Basement Plans</i>
A-104	<i>Interior Elevations</i>
A-201	<i>Front, Rear & Partial Side Elevations</i>
A-301	<i>Building Sections; and</i>

WHEREAS, the Property Survey is shown on the plan, entitled “Survey of Property Prepared for 305 Beacon LLC,” last revised July 17, 2019, as prepared by Robert F. Oicle, PLS; and

WHEREAS, the Proposed Action is a Type II Action, pursuant to New York State Environmental Quality Review Act, and accordingly no further environmental review is required; and

WHEREAS, the Planning Board issued a report to the City Council dated August 19, 2019 recommending approval of the Special Use Permit subject to the Applicant returning to the Planning Board for final Site Plan Approval; and

WHEREAS, on October 7, 2019, the City Council opened a public hearing on the Special Use Permit application at which time all interested persons were given the opportunity to be heard and the public hearing was closed on October 7, 2019; and

WHEREAS, the City Council has reviewed the application for a Special Use Permit against the standards for a Special Use Permit set forth in the City of Beacon Zoning Code §§ 223-18.B and 223-41.18.B and finds that the proposal complies with these sections of the City of Beacon Zoning Code, as set forth below.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby finds pursuant to §§ 223-18.B and 223-41.18.B of the City of Beacon Zoning Code:

1. The location and size of the use, the nature and intensity of the operations involved in or conducted in connection with it, the size of the site in relation to it and the location of the site with respect to streets giving access to it are such that it will be in harmony with the appropriate and orderly development of the district in which it is located. The Applicant is using an existing one-story building to operate its wine and tapas bar in the CMS District. Such an operation is an appropriate use in the CMS District. The Property is surrounded by similar commercial uses, including restaurant uses such as Café Amarcord, Enoteca Ama, Mr. V's Deli and Royal Crepes.
2. The location, nature and height of the structure and the nature and extent of the landscaping on the site are such that the use will not hinder or discourage the appropriate development use of adjacent land and buildings. The proposed wine and tapas bar is compatible with the surrounding commercial uses in the neighborhood. The Applicant is using an existing one-story building. The Applicant will only be modifying the storefront and adding a back patio.
3. Operations in connection with the wine and tapas bar will not be more objectionable to nearby properties by reason of noise, fumes, vibration or other characteristic than would be the operations of any permitted use, not requiring a special permit.
4. Under § 223-18.B(1)(d), the City Council is required to find that the proposed parking areas will be of adequate size for the particular special permit use and properly located and suitably screened from adjoining residential uses. However, the Applicant's proposal does not include (and practically, is not able to provide) any off-street parking spaces. Under § 223-41.18.G(4), for lots of 8,000 square feet or less, where the provision of on-site parking is infeasible, the Planning Board may waive all parking requirements provided that the total floor area of the building is no greater than 5,000 square feet. The Property at issue is 1,314 square

feet and the total floor area of the existing building is 939 square feet. Therefore, the Planning Board may waive all parking requirements. The Planning Board recommended the Special Use Permit be approved and it's assumed they will grant the waiver. The Applicant submitted details to the City Council and City Planner with information regarding available on-street parking within 2-3 blocks along Main Street and the adjacent side streets during peak business hours. The Applicant's parking study included photographs of open spaces at various hours. The Property is also located within 600 feet of the Beacon DMV public parking lot and the two municipal lots off Chestnut Street. § 223-41.18.G(3)(d) allows a modification of the parking requirement if sufficient public parking is available within 800 feet of the site. The Applicant has demonstrated that there is sufficient space to load and unload deliveries without interfering with the flow of vehicle or pedestrian traffic.

5. The Proposed Action is consistent with the City of Beacon Comprehensive Plan Update. The majority of commercial development in the City is located along Main Street. In accordance with the City's 2017 Comprehensive Plan Update, the Proposed Action will further increase the attractiveness and marketability of Main Street. The proposed wine and tapas bar is a unique establishment which will draw people to the City.
6. The Proposed Action will enhance the architectural character of the street. The Proposed Action includes modification to the storefront of the existing building. Such modifications will enhance the architectural character of the street by adding new elements that relate to historic buildings, the general façade, window patterns and traditional streetscapes in the area. The storefront will include Greenwich gray real stone veneer, double hung tempered glass windows, crenel roof parapet sections and a fabric awning. The restaurant sign will be constructed of wood with metal brackets. Such fixtures are appropriate for Main Street and will contribute to the character of the neighborhood.
7. The Proposed Action will benefit the urban, pedestrian-friendly qualities of Main Street. The new storefront design conforms with the CMS design standards in Section 223-41.18.J. Such design standards are intended to promote pedestrian access and activities. The building's front entrance faces the primary street, Main Street, and is connected to the sidewalk. Pedestrians can walk to the wine and tapas bar.

BE IT FURTHER RESOLVED, that the City Council [GRANTS/DENIES] an application for Special Use Permit to Douglas Ballinger on behalf of 305 Beacon LLC to convert an existing one-story building into a wine and tapas bar with a new storefront and rear patio on property located at 305 Main Street in the Central Main Street Zoning District as set forth and detailed on the plans prepared by Ashokan Architecture & Planning PLLC, last revised August 13, 2019 upon the following conditions:

1. Prior to the issuance of a Building Permit, the Applicant shall obtain Final Site Plan Approval from the City of Beacon Planning Board.

2. No permits shall be issued until the Applicant has paid to the City all applicable fees and professional review fees incurred in connection with review of this Application.
3. A copy of this Resolution shall be attached to the Certificate of Occupancy.
4. The Applicant shall be prohibited from operating, playing or permitting the operation or playing of any amplified music outside on the back patio.
5. The Applicant shall be required to explore and report to the Planning Board its efforts and the feasibility of having access to the parking lot in the rear for deliveries.
6. All deliveries shall be completed before 1 p.m.
7. As used herein, the term “Applicant” shall include its heirs, successors and assigns.
8. In accordance with Section 223-18.F(1) of the Zoning Law, this Special Permit Approval authorizes only the particular use specified in the permit and shall expire if:
 - a. A bona fide application for a Building Permit is not filed within one (1) year of the issuances of this Special Permit Approval; or
 - b. If all required improvements are not made within one (1) years from the date of issuance of the Building Permit; or
 - c. If said use ceases for more than six (6) months for any reason.
9. In accordance with Section 223-18.F(2) of the Zoning Law, the City Council may grant one (1) or more extensions of up to six (6) months each, to (a) complete the conditions of approval for the special permit use, upon a finding that the applicant is working toward completion of such conditions with due diligence and has offered a reasonable explanation of its inability to complete such improvements and file a bona fide application for a building permit, and (b) to complete construction of the improvements, upon a finding that the Applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the Project. The City Council may impose such conditions as it deems appropriate upon the grant of any extension. The granting of an extension of time shall not require a public hearing.
10. Any proposed revision to this Amended Special Permit Approval shall be submitted to the City Council. The City Council, in its discretion, shall determine the appropriate procedures for consideration of the proposed revision, and whether such revision is material enough to require further environmental

analysis, further project review and/or a public hearing, as it may deem appropriate.

11. The Building Inspector may revoke this Special Permit Approval where it is found that the use of the premises does not conform to the limitations and conditions contained in the Special Permit Approval.
12. If any of the conditions enumerated in this resolution upon which this approval is granted are found to be invalid or unenforceable, then the integrity of this resolution and the remaining conditions shall remain valid and intact.
13. The approvals granted by this resolution do not supersede the authority of any other entity.

BE IT FURTHER RESOLVED, that on June 18, 2018, the City Council adopted a resolution which requires the City Council to consider at the time of approving a land use project whether it is appropriate to require a weatherproofed copy of the site plan and architectural renderings of the project to be posted on a sign to be maintained at the property from the time of commencement of construction until substantial completion of the structure; since the Proposed Action does not involve any major construction or demolition, it would serve no real purpose to have a sign posted on the property, the City Council therefore finds that such a sign is not required for this land use approval.

Dated: October 21, 2019

Dutchess County Department of Planning and Development

Fax Info

To
Dept
Fax #

Date 8/26 # pgs 1
From
Phone #

REC'D 2019 AUG 26 10:17 JOP

239 Planning/Zoning Referral – Exemption Communities

Municipality: City of Beacon

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

Tax Parcel Number(s): 5954-36-908866

Project Name: 305 Main Street - Early Terrible Wine Bar

Applicant: ~~John~~ Ballinger

Address of Property: 305 Main Street

Please fill in this section

Parcel(s) within 500 feet of:

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

Actions Requiring 239 Review

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

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

Date Response Requested (if less than 30 days):

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

* 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
- ☐ Project Withdrawn
- ☐ Exempt from 239 Review

Comments Attached:

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

Date Submitted: 8/22/19

Date Received: 8/26/19

Date Requested:

Date Required: 9/20/19

Date Response Faxed: 8/26/19

Notes:

☐ Major Project

Referral #: 2219-271

☐ Also mailed hard copy

Reviewer: Jennifer Flouys

BEACON PLANNING BOARD
ONE MUNICIPAL PLAZA - SUITE 1
BEACON, NEW YORK 12508
Phone (845) 838-5002 Fax (845) 838-5026
John Gunn, Chairman

August 19, 2019

Mayor Casale & City Council Members
One Municipal Plaza - Suite One
Beacon, New York 12508

RE: Special Use Permit – Wine and Tapas Bar
305 Main Street

Applicant: Douglas Ballinger

Dear Mayor Casale & Council Members:

At its July 9, 2019 and August 13, 2019 meetings, the Planning Board reviewed a Special Use Permit application from Douglas Ballinger to convert an existing one-story building at 305 Main Street into a wine and tapas bar with a new storefront and rear patio. The parcel is located in the Central Main Street (CMS) zoning district. The Board members discussed the proposed stone façade of the storefront, proposed positioning of the signage and awning, and the use of the rear patio. The Board recommended to the Applicant that they provide the City Council with information pertaining to available public parking in the vicinity of the proposed use since off-street parking is not feasible on this parcel. After careful review, five Board members present voted to recommend the City Council issue a Special Use Permit for the wine and tapas bar subject to the applicant returning to the Planning Board for final Site Plan Approval.

A copy of the application and Site Plan are attached for your information. If you have any questions regarding the Planning Board's action, please call me.

Yours truly,

A handwritten signature in blue ink that reads "John Gunn". The signature is written in a cursive style with a small circle at the end of the last name.

John Gunn, Chairman

APPLICATION FOR SPECIAL USE PERMIT

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

IDENTIFICATION OF APPLICANT

Name: Douglas Ballinger
Address: PO Box 268
Spencertown NY 12165
Signature: _____
Date: May 29, 2019
Phone: (917) 346-0056

(For Official Use Only)

Application & Fee Rec'd
Initial Review

Date Initials

PB Public Hearing

Sent to City Council

City Council Workshop

City Council Public Hearing

City Council Approve/Disapprove

IDENTIFICATION OF REPRESENTATIVE / DESIGN PROFESSIONAL

Name: Brad Will, AIA, NCARB, LEED AP
Address: 15 Railroad Ave. #101
Kingston, NY 12401

Phone: (845) 616-8664

Fax: _____

Email address: bwill@ashokanarchitecture.com

IDENTIFICATION OF SUBJECT PROPERTY:

Property Address: 305 Main Street, Beacon NY 12508
Tax Map Designation: Section 130200 Block 5954-36 Lot(s) 908866
Land Area: 1,260 S.F. (0.029 acres) Zoning District(s) CMS - Central Main Street District

DESCRIPTION OF PROPOSED DEVELOPMENT:

Proposed Use: Wine and Tapas Bar
Gross Non-Residential Floor Space: Existing 945 S.F. Proposed 945 S.F.
TOTAL: 945 S.F.
Dwelling Units (by type): Existing N/A Proposed _____
TOTAL: _____

ITEMS TO ACCOMPANY THIS APPLICATION

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

INFORMATION TO BE SHOWN ON SITE LOCATION SKETCH

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

INFORMATION TO BE SHOWN ON THE SITE DEVELOPMENT PLAN

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

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

Chairman, City Planning Board

Date

APPLICATION FEES

Site Plan	<u>Residential</u> \$500 + \$250 per dwelling unit <u>Commercial</u> \$500 + \$250 per 1,000 s.f.
Special Use Permit	<u>Residential</u> \$500 + \$250 per dwelling unit <u>Commercial</u> \$500 + \$250 per 1,000 s.f.
Subdivision	\$ 750 for 2-4 lots + \$100 per lot \$1,000 for 5 or more lots + \$300 per lot
Zoning Board of Appeals	Use Variance \$500 Area Variance \$250 Interpretation \$250

ESCROW FEES

ALL SUBDIVISIONS, AND RESIDENTIAL SITE PLAN AND SUP APPLICATIONS

No. of Lots or Dwelling Units	Initial Deposit	Depleted to	Replenishment
1-5 (including lot-line realignment)	\$ 2,500	\$ 1,000	Current bills + \$1,000
6-15	\$ 7,500	\$ 2,500	Current bills + \$1,000
Over 15	\$ 15,000	\$ 5,000	Current bills + \$5,000

NON-RESIDENTIAL SITE PLAN AND SUP APPLICATIONS

	Initial Deposit	Depleted to	Replenishment
Existing Buildings/Change of Use with no site development	\$ 1,500	\$ 1,000	Current bills + \$500
Up to 3,000 s.f. gross floor area	\$ 2,500	\$ 1,000	Current bills + \$1,000
3,000 to 10,000 s.f. gross floor area	\$ 2,500 + \$0.50 per sq.ft. over 3,000	\$ 2,500	Current bills + \$2,500
Over 10,000 s.f. gross floor area	\$ 7,500 + \$0.50 per sq.ft. over 10,000	\$ 2,500	Current bills + \$2,500

ZONING

<i>* if required by Chairman</i>	Initial Deposit	Depleted to	Replenishment
Use Variance*	\$ 1,000	\$500	Current bills + \$500
Area Variance*	\$ 1,000	\$500	Current bills + \$500
Interpretation*	\$ 1,000	\$500	Current bills + \$500

ARCHITECTURAL REVIEW OR CERTIFICATE OF APPROPRIATENESS *(if not currently before PB)*

<i>* if required by Chairman</i>	Initial Deposit	Depleted to	Replenishment
Single Family House*	\$500	\$250	Current bills + \$250
All others*	\$500	\$250	Current bills + \$250

APPLICATION PROCESSING RESTRICTION LAW

Affidavit of Property Owner

Property Owner: 305 Beacon LLC

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

Douglas Ballinger

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

305 Beacon LLC

Applicant Address: PO Box 268, Spencertown NY 12165

Project Address: 305 Main Street, Beacon NY 12508

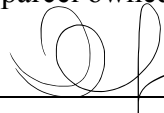
Project Tax Grid # 130200-5954-36-908866

Type of Application Special Use Permit ("SUP")

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

I, Douglas Ballinger, the undersigned owner of the above referenced property, hereby affirm that I have reviewed my records and verify that the following information is true.

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



Signature of Owner

Principal, 305 Beacon LLC

Title if owner is corporation

Office Use Only:

Applicant has violations pending for ANY parcel owned within the City of Beacon (Building Dept.)

ALL taxes are current for properties in the City of Beacon are current (Tax Dept.)

ALL Special Assessments, i.e. water, sewer, fines, etc. are current (Water Billing)

NO	YES	Initial
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

**CITY OF BEACON
SITE PLAN SPECIFICATION FORM**

Name of Application: Early Terrible Wine Bar

PLEASE INDICATE WHETHER THE SITE PLAN DRAWINGS SHOW THE SUBJECT INFORMATION BY PLACING A CHECK MARK IN THE APPROPRIATE BOXES BELOW.

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

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

1. "Existing contours with intervals of two (2) feet, referred to a datum satisfactory to the Planning Board."
— RESPONSE: Project Site is an existing masonry structure located in a commercially-zoned, flat section of Main Street
2. "Approximate boundaries of any areas subject to flooding or stormwater overflows."
— RESPONSE: Project Site is not located in any Flood Area or within FEMA DFIRM Flood Map; stormwater is managed by municipal system
3. "Location of existing watercourses, wetlands, wooded areas, rock outcrops, isolated trees with a diameter of eight (8) inches or more measured three (3) feet above the base of the trunk, and any other significant existing natural features."
— RESPONSE: No features noted exist on the Project Site
4. "Location, width, and purpose of all existing and proposed easements, setbacks, reservations, and areas dedicated to private or public use within or adjacent to the properties."
— RESPONSE: Project Site is zoned as 'zero setback', no known easements exist within or adjacent to Project Site
5. "Any proposed division of buildings into units of separate occupancy."
— RESPONSE: Project Site will have a single occupancy and use on one habitable, conditioned level
6. "Proposed easements, deed restrictions, or covenants and a notation of any areas to be dedicated to the City."
— RESPONSE: Project Site has no known easements, restrictions, or covenants
7. "Any contemplated public improvements on or adjoining the property."
— RESPONSE: No public improvements are planned or proposed
8. "Any proposed new grades, indicating clearly how such grades will meet existing grades of adjacent properties or the street."
— RESPONSE: Project Site is accessed from existing public sidewalk at grade, and will be handicapped accessible
9. "Erosion and sedimentation control measures."
— RESPONSE: Not required and not applicable
10. "If the site plan only indicates a first stage, a supplementary plan shall indicate ultimate development."
— RESPONSE: Proposed design, use, and occupancy is single stage / phase only

Date: 5/29/2019

FOR OFFICE USE ONLY

Application #

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

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

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

SECTION AName of Applicant: Douglas Ballinger, Principal, 305 Beacon LLCAddress of Applicant: PO Box 268 Spencertown NY 12165Telephone Contact Information: (917) 346-0056**SECTION B.** List all owners of record of the subject property or any part thereof.

Name	Residence or Business Address	Telephone Number	Date and Manner title was acquired	Date and place where the deed or document of conveyance was recorded or filed.
305 Beacon LLC	PO Box 268 Spencertown NY 12165	(917) 346-0056	October 17, 2018 Private Party purchase & sale	October 22, 2018 Dutchess County Recorder Doc. #02 2018 7616

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

☐ YES ☒ NO

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

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

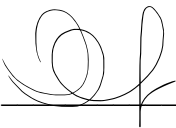
SECTION C. If the applicant is a contract vendee, a duplicate original or photocopy of the full and complete contract of purchase, including all riders, modification and amendments thereto, shall be submitted with the application.

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

☐ YES ☒ NO

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

(Print) Douglas Ballinger

(Signature) 

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: Early Terrible Wine & Tapas Bar		
Project Location (describe, and attach a general location map): 305 Main Street Beacon NY		
Brief Description of Proposed Action (include purpose or need): Single story commercial use facility serving alcoholic, non-alcoholic, and coffee beverages, wood-fired tapas and pizza dishes in a casual, comfortable setting, with ecology, nature and endangered species-conscious themed graphics and tiled surfaces.		
Name of Applicant/Sponsor: Douglas Ballinger	Telephone: (917) 346-0056	
	E-Mail: douglas@themudclub.com	
Address: PO Box 268		
City/PO: Spencertown	State: NY	Zip Code: 12165
Project Contact (if not same as sponsor; give name and title/role): Brad Will, AIA, NCARB, LEED AP	Telephone: (845) 616-8664	
	E-Mail: bwill@ashokanarchitecture.com	
Address: 15 Railroad Ave. #101		
City/PO: Kingston	State: NY	Zip Code: 12401
Property Owner (if not same as sponsor): Same as Applicant/Sponsor	Telephone:	
	E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City of Beacon Planning Board, Special Use Permit	6/3/2019
c. City Council, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Council, Special Use Permit	
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	State Liquor Authority	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☒Yes☐No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☒No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☒No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☒No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

CMS - Central Main Street & Parking Overlay District

b. Is the use permitted or allowed by a special or conditional use permit? ☒ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Beacon City School District

b. What police or other public protection forces serve the project site?

City of Beacon Police Department

c. Which fire protection and emergency medical services serve the project site?

City of Beacon Fire Department

d. What parks serve the project site?

N/A

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)? Commercial

b. a. Total acreage of the site of the proposed action? _____ 0.03 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? _____ 0.03 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ 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? ☐ Yes ☒ 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? ☐ Yes ☒ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: _____ 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: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Total number of structures _____ ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____ ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____ iii. If other than water, identify the type of impounded/contained liquids and their source. _____ iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____ _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____ ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site? • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____ _____ iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, describe. _____ _____ v. What is the total area to be dredged or excavated? _____ acres vi. What is the maximum area to be worked at any one time? _____ acres vii. What would be the maximum depth of excavation or dredging? _____ feet viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ix. Summarize site reclamation goals and plan: _____ _____ _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____ _____	

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: _____ 1,100 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: Water and Sewer Department, City of Beacon
- 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: _____ 1,100 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): **Sanitary wastewater**

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: Beacon Sewage Treatment Plant
- Name of district: Dutchess County Water and Wastewater Authority
- 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

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ _____ 	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____ _____ _____</p>		
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____ _____ _____</p>		
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____ _____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____ _____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ • Will stormwater runoff flow to adjacent properties? _____ 	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____</p>		
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> Evening <input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</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): _____</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: _____ 7:00 AM - 7:00 PM • Saturday: _____ 7:00 AM - 7:00 PM • Sunday: _____ 11:00 PM - 6:00 PM • Holidays: _____ varies, +/- 9:00 AM - 5:00 PM </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 4:00 PM - 1:00 AM • Saturday: _____ 12:00 PM - 1:00 AM • Sunday: _____ 12:00 PM - 11:00 PM • Holidays: _____ varies </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7:00 AM - 7:00 PM • Saturday: _____ 7:00 AM - 7:00 PM • Sunday: _____ 11:00 PM - 6:00 PM • Holidays: _____ varies, +/- 9:00 AM - 5:00 PM 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 4:00 PM - 1:00 AM • Saturday: _____ 12:00 PM - 1:00 AM • Sunday: _____ 12:00 PM - 11:00 PM • Holidays: _____ varies
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 7:00 AM - 7:00 PM • Saturday: _____ 7:00 AM - 7:00 PM • Sunday: _____ 11:00 PM - 6:00 PM • Holidays: _____ varies, +/- 9:00 AM - 5:00 PM 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ 4:00 PM - 1:00 AM • Saturday: _____ 12:00 PM - 1:00 AM • Sunday: _____ 12:00 PM - 11:00 PM • Holidays: _____ varies 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p>_____</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>n.. Will the proposed action have outdoor lighting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: 1-2 light fixture sources at front sidewalk entrance and 1-2 sources at rear entrance, approx. 8'-10' above grade, downward, shaded direction, approx. 1'-6' to nearest occupied structures to either side (property is less than 13' in width)</p> <p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p> <p>_____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p> <p>_____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ (25 Cubic Yards) - 35 tons per _____ Project Duration (unit of time) • Operation : _____ (2 Cubic Yards) - 2.8 tons per _____ Month (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

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: _____
N/A

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site																																							
<p>a. Existing land uses.</p> <p>i. Check all uses that occur on, adjoining and near the project site.</p> <p> <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Rural (non-farm) </p> <p> <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ </p> <p>ii. If mix of uses, generally describe:</p> <p>Public library is adjacent use, commercial and mixed use is predominant land use for subject property block and several blocks in both directions</p>																																							
<p>b. Land uses and coverytypes on the project site.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Land use or Coverytype</th> <th style="width: 15%;">Current Acreage</th> <th style="width: 20%;">Acreage After Project Completion</th> <th style="width: 25%;">Change (Acres +/-)</th> </tr> </thead> <tbody> <tr> <td>• Roads, buildings, and other paved or impervious surfaces</td> <td style="text-align: center;">0.030</td> <td style="text-align: center;">0.030</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Forested</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Agricultural (includes active orchards, field, greenhouse etc.)</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Surface water features (lakes, ponds, streams, rivers, etc.)</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Wetlands (freshwater or tidal)</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Non-vegetated (bare rock, earth or fill)</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">no change</td> </tr> <tr> <td>• Other Describe: _____</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Land use or Coverytype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)	• Roads, buildings, and other paved or impervious surfaces	0.030	0.030	no change	• Forested	0.0	0.0	no change	• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.0	0.0	no change	• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	no change	• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	no change	• Wetlands (freshwater or tidal)	0.0	0.0	no change	• Non-vegetated (bare rock, earth or fill)	0.0	0.0	no change	• Other Describe: _____			
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• Other Describe: _____																																							

Page 10 of 13

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
<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: _____ _____ 													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ <u>unknown</u> 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%;"><u>sand, gravel, clay</u></td> <td style="width: 40%; text-align: right;"><u>unkn</u> %</td> </tr> <tr> <td><u>limestone and clay</u></td> <td style="text-align: right;"><u>unkn</u> %</td> </tr> <tr> <td><u>shale and limestone</u></td> <td style="text-align: right;"><u>unkn</u> %</td> </tr> </table>		<u>sand, gravel, clay</u>	<u>unkn</u> %	<u>limestone and clay</u>	<u>unkn</u> %	<u>shale and limestone</u>	<u>unkn</u> %						
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<u>limestone and clay</u>	<u>unkn</u> %												
<u>shale and limestone</u>	<u>unkn</u> %												
d. What is the average depth to the water table on the project site? Average: _____ <u>+/-7</u> feet													
e. Drainage status of project site soils: <input checked="" type="checkbox"/> Well Drained: _____ <u>100</u> % 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: <input checked="" type="checkbox"/> 0-10%: _____ <u>100</u> % 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>i</i> or <i>ii</i> , 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 checked="" 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: 50%;">Name _____</td> <td style="width: 40%;">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)	_____	
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• 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 checked="" 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:													
i. Name of aquifer: _____													

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>_____</p> <p>_____</p>
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>_____</p>
<p>E.3. Designated Public Resources On or Near Project Site</p>
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: _____</p>
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p> <p>_____</p>
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <div style="margin-left: 20px;"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____ </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 type="checkbox"/> Yes <input checked="" 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-left: 20px;"> i. Describe possible resource(s): _____ 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <div style="margin-left: 20px;"> i. Identify resource: <u>1</u> ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>State Park, preserve, trails and scenic byway</u> iii. Distance between project and resource: _____ 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-left: 20px;"> i. Identify the name of the river and its designation: <u>Hudson River</u> ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? </div>	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

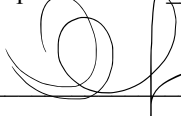
Attach any additional information which may be needed to clarify your project.

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 Douglas Ballinger Date 7/9/2019

Signature  Title Principal, 305 Beacon LLC

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project : _____

Date : _____

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i> <div style="text-align: right;"> <input type="checkbox"/> NO <input type="checkbox"/> YES </div>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - c. If "No", move on to Section 3.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - l. If "No", move on to Section 4.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input type="checkbox"/>NO <input type="checkbox"/>YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/>NO <input type="checkbox"/>YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Yes”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) If “Yes”, answer questions a - e. If “No”, go to Section 12.			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) If “Yes”, answer questions a - c. If “No”, go to Section 13.			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Full Environmental Assessment Form

Part 3 - Evaluation of the Magnitude and Importance of Project Impacts

and

Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status:

☐ Type 1
☐ Unlisted

Identify portions of EAF completed for this Project:

☐ Part 1
☐ Part 2
☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

B. Uses by special permit.

- (1)** The following uses are allowed by special permit from the City Council, upon a finding that the proposed use is consistent with the City of Beacon Comprehensive Plan Update, will enhance the architectural character of the street and will benefit the urban, pedestrian-friendly qualities of Main Street and East Main Street, and that the conditions and standards in § **223-18B(1)(a)** through **(d)** have been met:
 - (a)** A public garage, as defined in this chapter, containing facilities used for repair of motor vehicles, but not for the sale of motor fuel. Such repair facilities shall not front on or be visible from Main Street or East Main Street.
 - (b)** A bar in which the primary product is alcoholic beverages and food service is incidental. Any establishment that serves alcoholic beverages and is open later than 1:00 a.m. on any night shall be presumed to be a bar for purposes of this section.
- (2)** In considering the appropriateness of the proposed use, the City Council shall consider impacts on shadows, traffic, and parking and may impose traffic and parking mitigation measures. When making a decision on a special permit, the City Council shall follow the regulations in § **223-18** of this chapter.

§ 223-18. Special permit uses.

- A. General provisions. The special uses for which conformance to additional standards is required by this chapter shall be deemed to be permitted uses in their respective districts, subject to the satisfaction of the requirements and standards set forth herein, in addition to all other requirements of this chapter. All such uses are declared to possess characteristics of such unique and special forms that each specific use shall be considered as an individual case.
- B. Application for a special permit. **[Amended 12-20-1993 by L.L. No. 5-1993; 12-18-2000 by L.L. No. 22-2000; 6-17-2013 by L.L. No. 12-2013; 4-21-2014 by L.L. No. 1-2014]**
- (1) Application for required special permits shall be made to the Planning Board as agent for the City Council, and the applicant shall appear before the Planning Board prior to appearing before the City Council. All application materials, including plans, shall be submitted in electronic file format acceptable to the Building Department, in addition to at least five paper copies (or such other format or amount as determined by the Building Department), at least two weeks prior to the regular Planning Board meeting at which it will be considered. The Planning Board shall, upon receiving such application, forward a copy of the application to the City Council for the Council's use in initiating the state environmental quality review process and for otherwise processing the application. The Planning Board shall render a report to the City Council on each application, which report shall be rendered within 45 days of the date such application is received by the Board. Each report shall be submitted to both the Building Inspector and the City Engineer. The City Council shall conduct a public hearing within 62 days from the day on which a complete application is received. Public notice of said hearing shall be provided by the applicant in accordance with § 223-61.3 of this chapter. The City Council shall decide upon the application within 62 days after the hearing, provided that the SEQR process has been concluded. The time in which the City Council must render its decision may be extended by mutual consent of the applicant and the Board. The City Council may authorize the issuance of a permit, provided that it shall find that all of the following conditions and standards have been met: **[Amended 5-2-2016 by L.L. No. 7-2016]**
- (a) The location and size of the use, the nature and intensity of the operations involved in or conducted in connection with it, the size of the site in relation to it and the location of

the site with respect to streets giving access to it are such that it will be in harmony with the appropriate and orderly development of the district in which it is located.

- (b) The location, nature and height of buildings, walls and fences and the nature and extent of the landscaping on the site are such that the use will not hinder or discourage the appropriate development use of adjacent land and buildings.
- (c) Operations in connection with any special use will not be more objectionable to nearby properties by reason of noise, fumes, vibration or other characteristic than would be the operations of any permitted use, not requiring a special permit.
- (d) Parking areas will be of adequate size for the particular use and properly located and suitably screened from adjoining residential uses, and the entrance and exit drives shall be laid out so as to achieve maximum safety.
- (2) The decision of the City Council on the application, after the holding of the public hearing, shall be filed in the office of the City Clerk within five business days after such decision is rendered and a copy thereof mailed to the applicant.
- C. A plan for the proposed development of a lot for a permitted special use shall be submitted with an application for a special permit. The plan shall show the location of all buildings, parking areas, traffic access and circulation drives, open spaces, landscaping, topography, type and location of exterior lighting, drainage improvements in accordance with § 223-25F of this chapter, special features and any other pertinent information, including information about neighboring properties, that may be necessary to determine and provide for the enforcement of this chapter. The Planning Board, in preparing its report, as required in Subsection B, shall give particular study to the plan and shall recommend any changes that should be made in the plan to meet the conditions enumerated in §§ 223-17D and 223-18B. **[Amended 3-1-1993 by L.L. No. 2-1993; 4-5-1993 by L.L. No. 3-1993]**
- D. A current certificate of inspection issued pursuant to § 179-6 of this Code shall be submitted prior to rendering a final decision on an application for a special permit. **[Added 7-18-2011 by L.L. No. 11-2011¹; amended 10-3-2011 by L.L. No. 12-2011]**
- E. Conditions and safeguards. The City Council shall attach such conditions and safeguards to the special permit as are necessary

1. Editor's Note: This local law also provided for the redesignation of former Subsections D through I as Subsections E through J, respectively.

to assure continual conformance to all applicable standards and requirements.

F. Expiration of special permits. **[Amended 10-18-1993 by L.L. No. 4-1993; 12-21-1998 by L.L. No. 16-1998; 4-18-2016 by L.L. No. 6-2016]**

(1) A special permit shall be deemed to authorize only the particular use or uses specified in the permit and shall expire if:

(a) A bona fide application for a building permit is not filed within one year of the issuance of the special permit; or

(b) If all required improvements are not made:

[1] For special permits that do not include construction of a new building or addition, within one year from the date of the issuance of the building permit.

[2] For special permits that include construction of a new building or addition, within two years from the date of issuance of the building permit.

(c) Said use or uses shall cease for more than six months for any reason.

(2) The City Council may grant one or more extensions, of up to six months each, to:

(a) Complete the conditions of approval for the special permit use, upon a finding that an applicant is working toward completion of such conditions with due diligence and has offered a reasonable explanation of its inability to complete such improvements and file a bona fide application for a building permit within one year of the issuance of the special permit. No further extensions may be granted if the conditions are not completed within two years following the issuance of the special permit; and

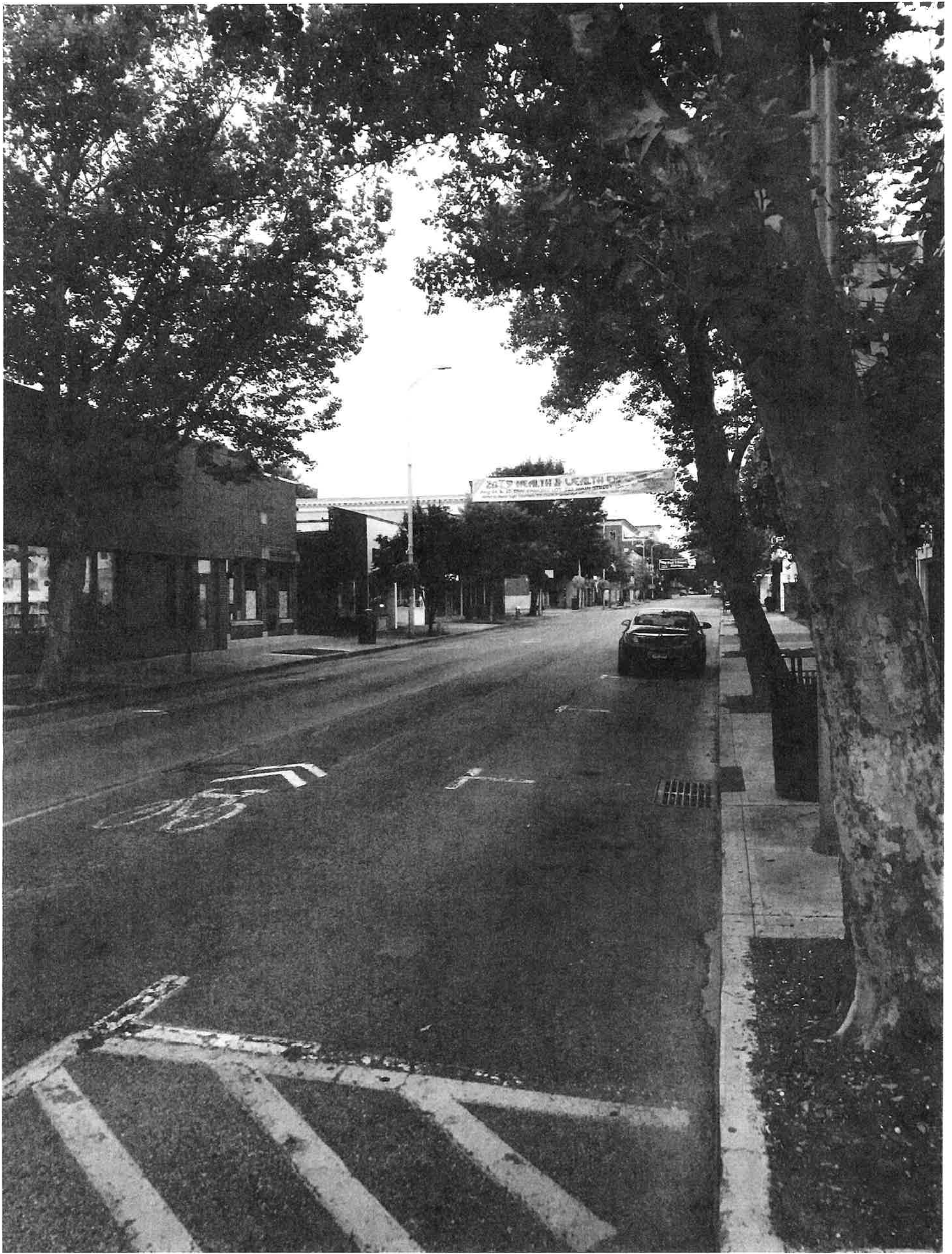
(b) Complete construction of the improvements, upon a finding that an applicant is prosecuting construction with due diligence and has offered a reasonable explanation of its inability to complete the project. No such extensions shall be granted unless the City Council finds that all appropriate erosion control measures to protect surrounding properties are in place.

(3) The City Council may impose such conditions as it deems appropriate upon the grant of any extension. The granting of an extension of time under this section shall not require a public hearing.

G. Existing violations. No permit shall be issued for a special use for a property where there is an existing violation of this chapter.

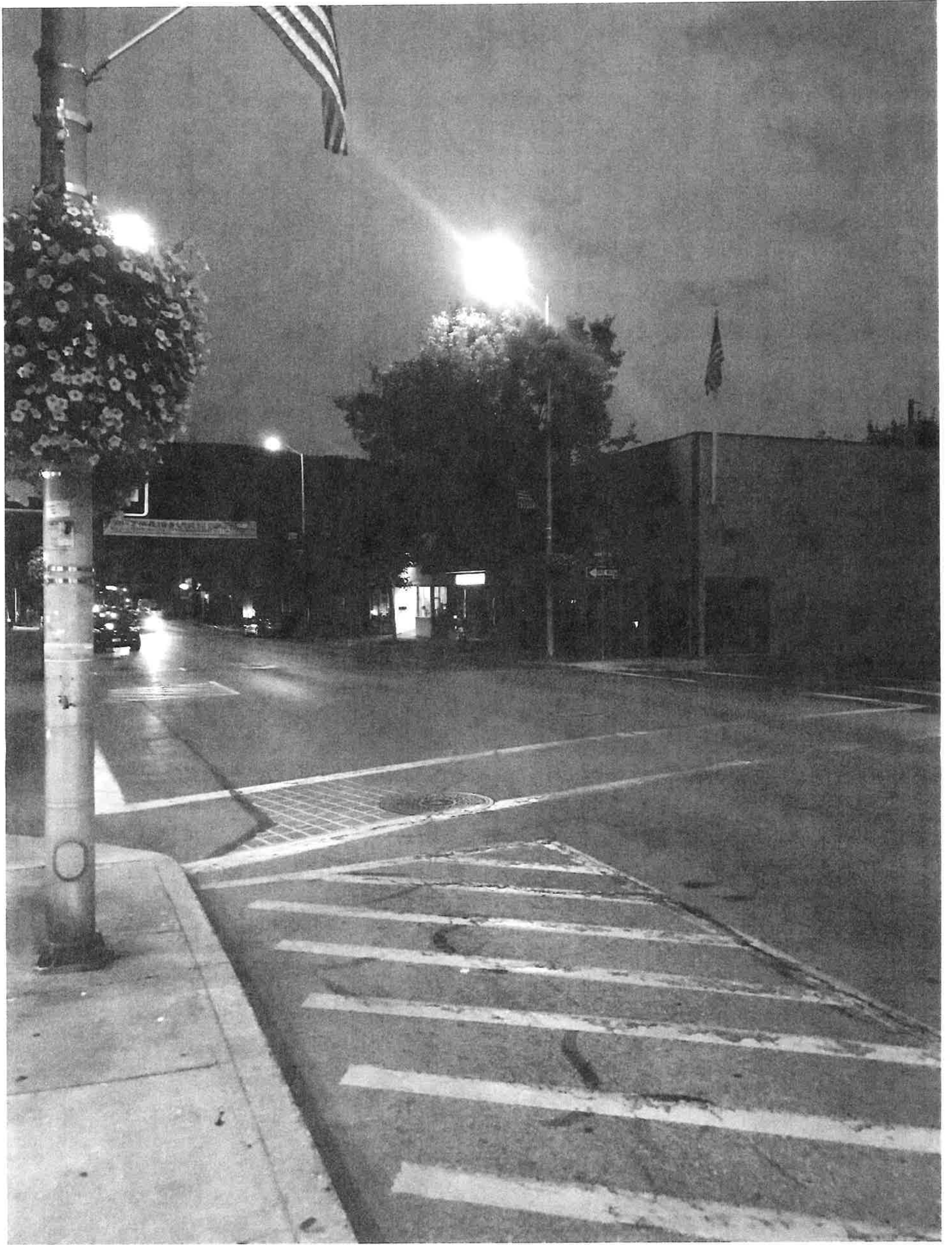
- H. ² In the event that the improvements set forth in the special permit have commenced prior to the expiration date, but are not completed by that time, the applicant shall pay a daily fine of \$25 until a certificate of occupancy has been issued by the Building Department. **[Added 8-1-1994]**
- I. Revocation. The Building Inspector may revoke a special permit where it is found that the use of the premises does not conform with the limitations and conditions contained in the special permit. **[Added 5-2-1994]**

2. Editor's Note: Former Subsection H, Notice of hearing, added 10-18-1993 by L.L. No. 4-1993, was repealed 6-17-2013 by L.L. No. 12-2013. This local law also provided for the redesignation of former Subsections I and J as Subsections H and I, respectively.

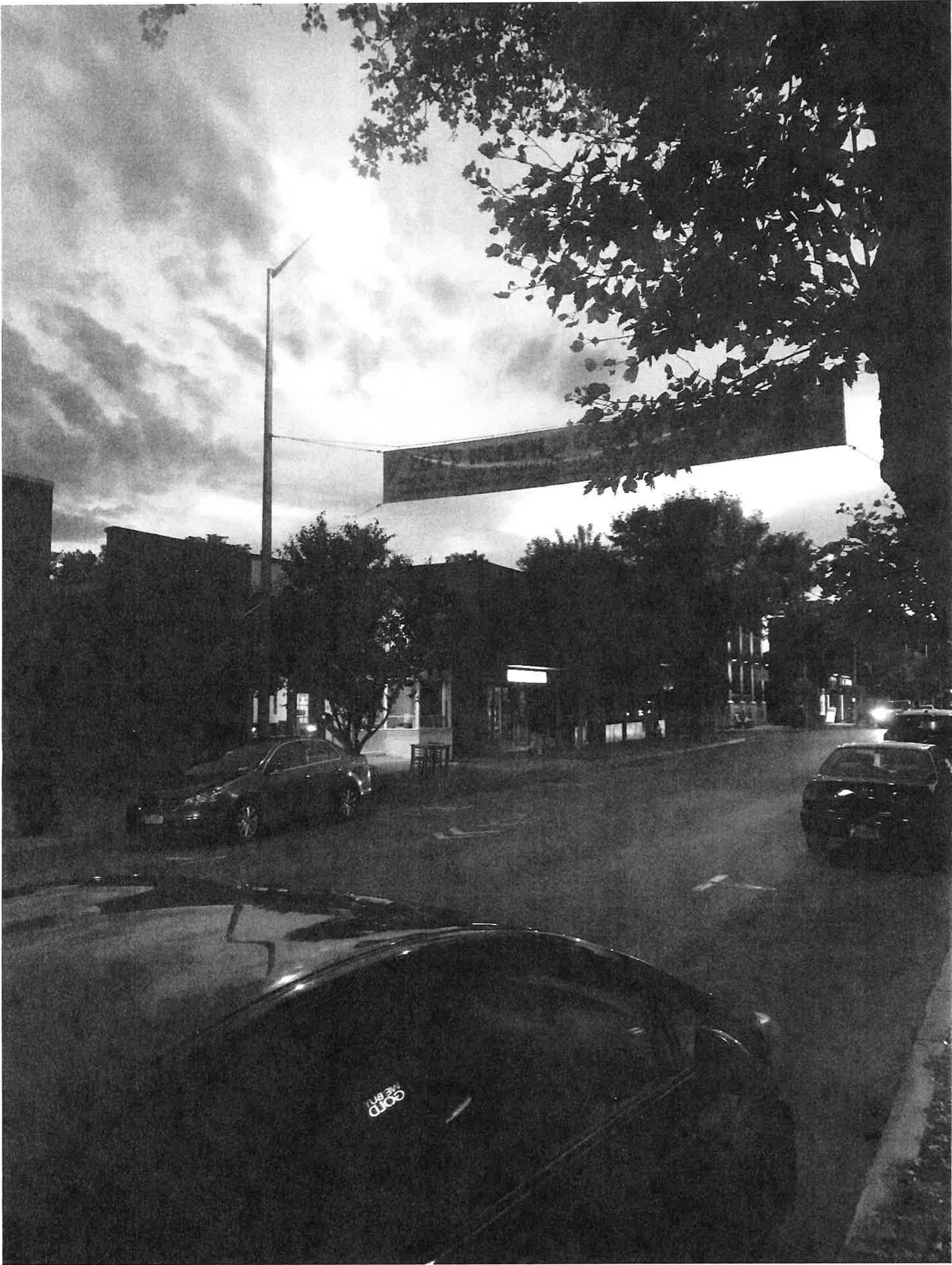


Aug Tuesday 2019





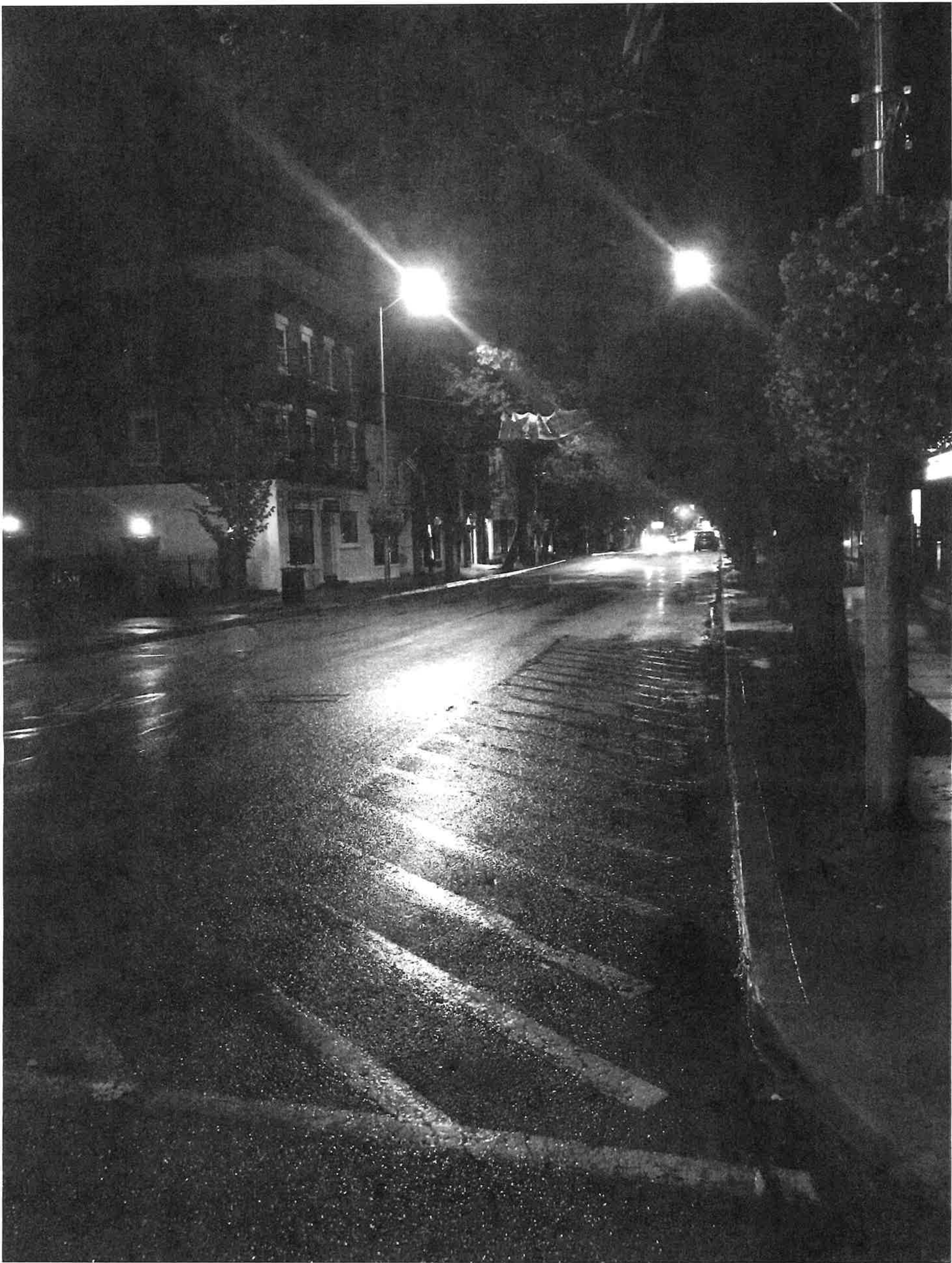
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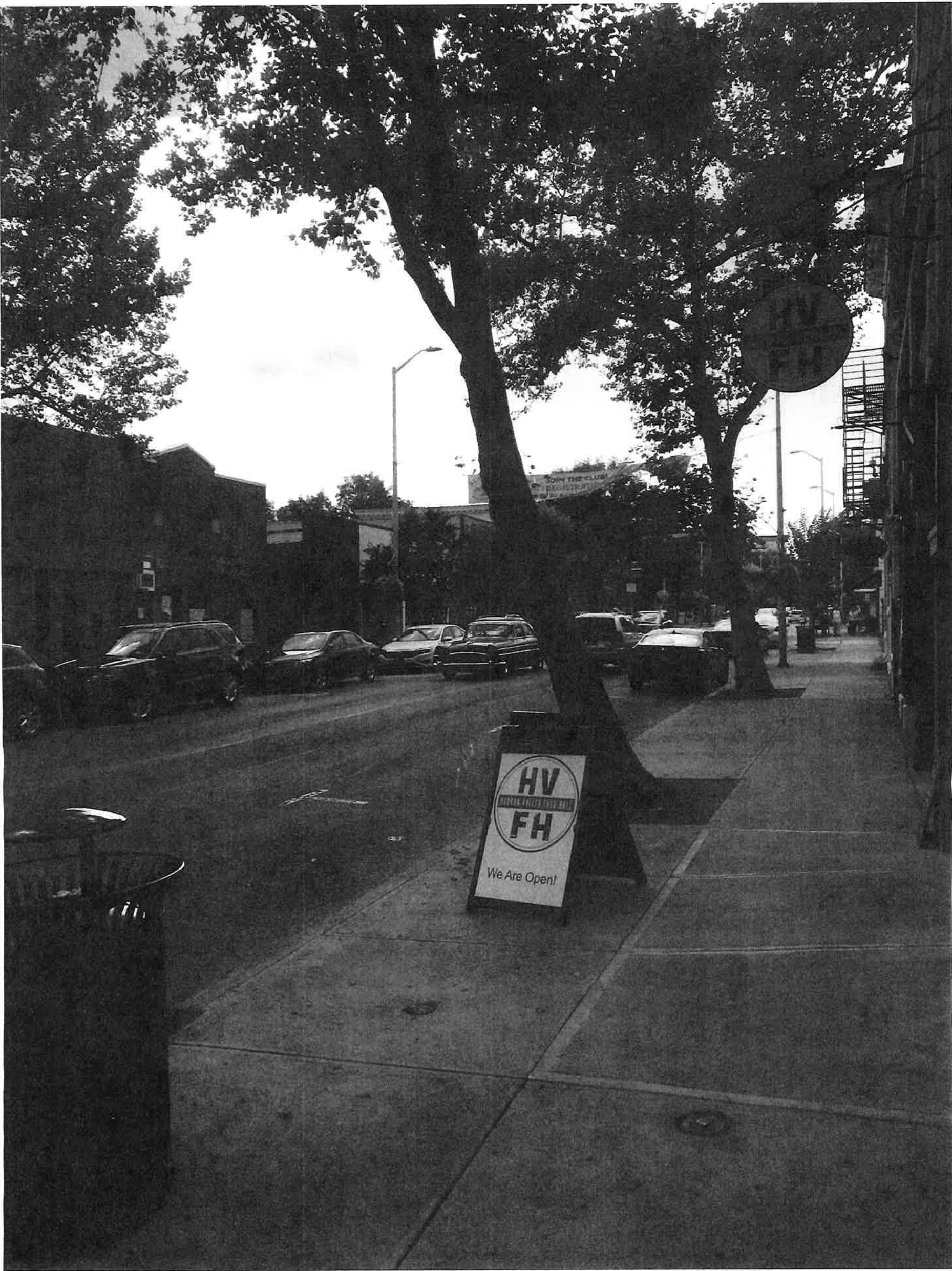


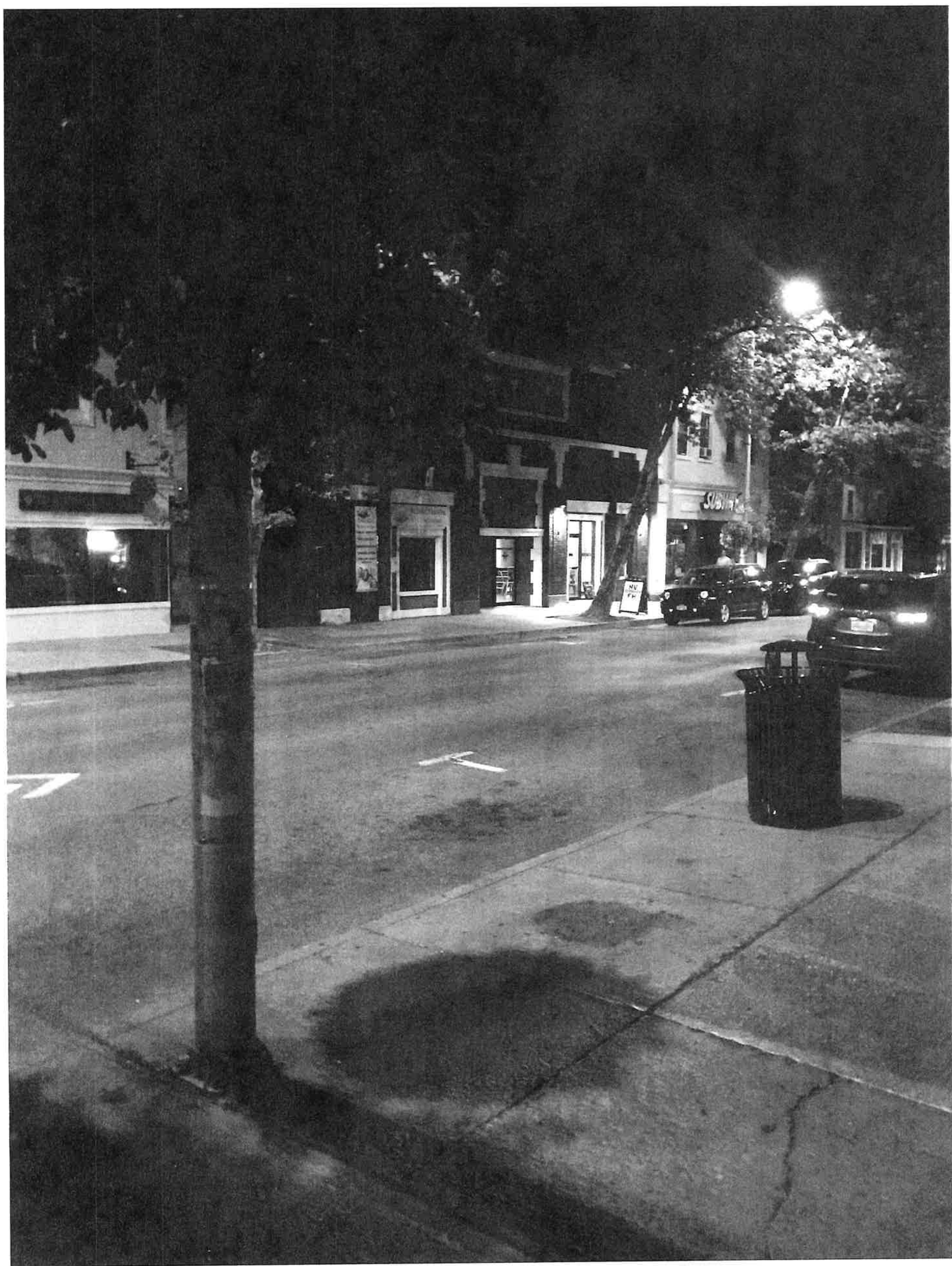












Aug 2019

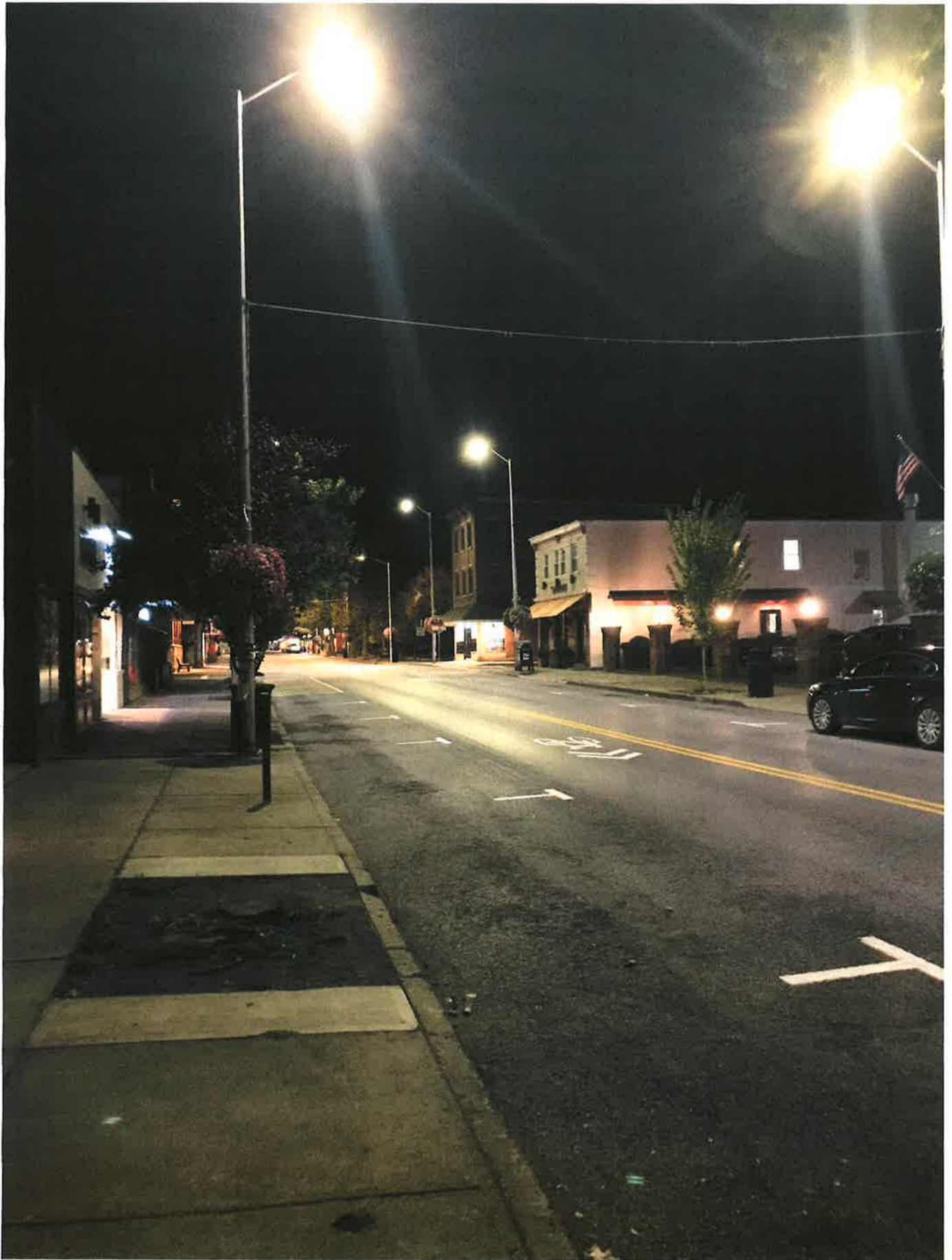


Brett

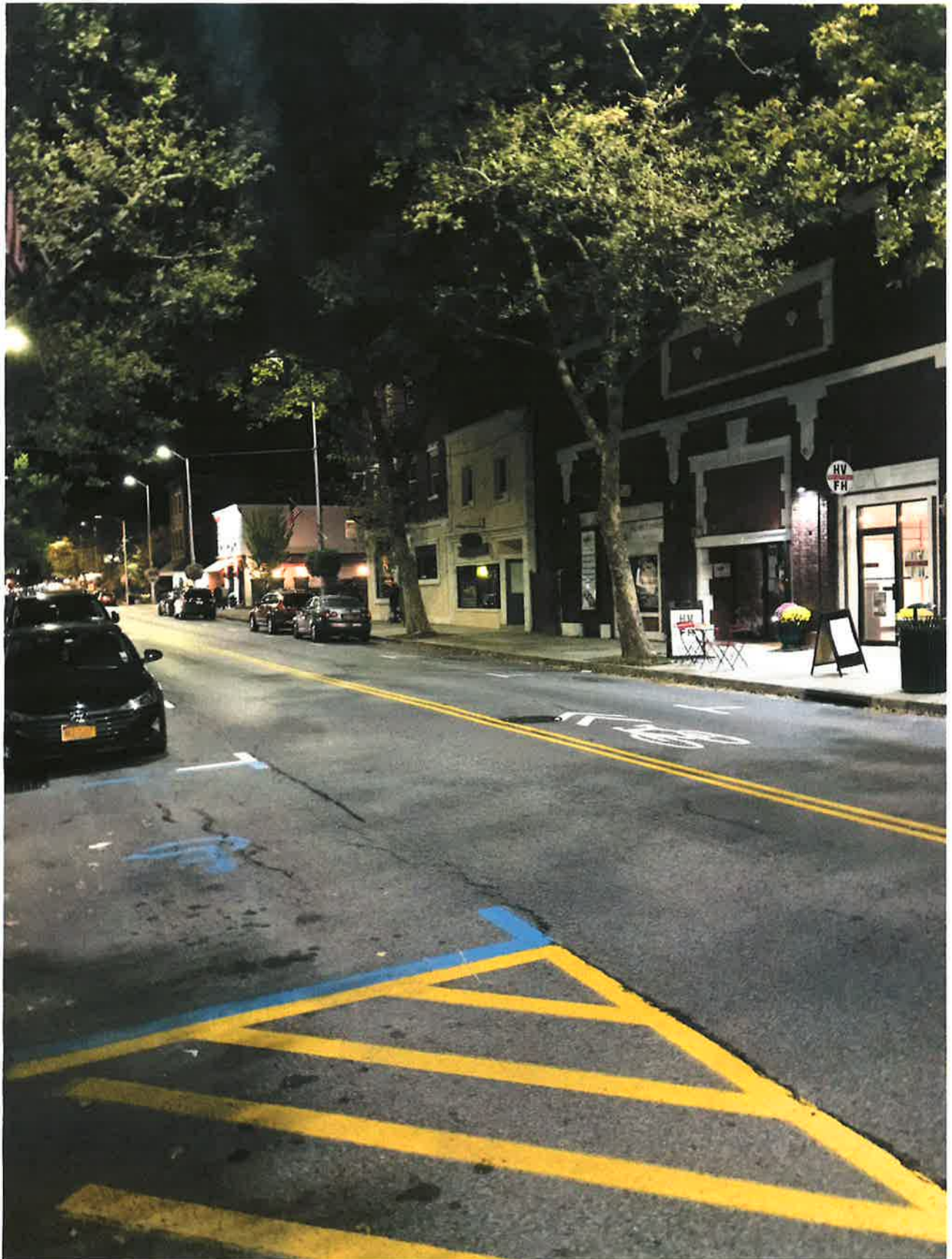
August 2019

looking North

8/10 August



10:30 10/5 sat.



8:30 10/5 Sat

City of Beacon Workshop Agenda
10/15/2019

Title:

Proposed Lease with Verizon Wireless at Cross Street Parking Lot

Subject:

Background:

ATTACHMENTS:

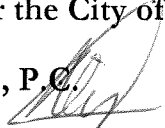
Description	Type
Memorandum from City Attorney Regarding a Lease Agreement - 7 Cross Street	Cover Memo/Letter
Site Plan Verizon Facility	Plans
Lease Agreement Between the City of Beacon and Verizon Wireless	Agreement
Short Form EAF for Verizon Facility at Cross Street	EAF

■ **Main Office**
445 Hamilton Avenue
White Plains, NY 10601
Phone 914.946.4777
Fax 914.946.6868

■ **Mid-Hudson Office**
200 Westage Business Center
Fishkill, NY 12524
Phone 845.896.0120

■ **New York City Office**
505 Park Avenue
New York, NY 10022
Phone 646.794.5747

MEMORANDUM

TO: City Council for the City of Beacon (the "City")
FROM: Keane & Beane, P.C. 
RE: Lease Agreement – 7 Cross Street
DATE: October 11, 2019

Attached is the Lease Agreement (the "Lease") for 7 Cross Street, City of Beacon, County of Dutchess, State of New York (the "Premises"), between the City ("Lessor") and Orange County-Poughkeepsie Limited Partnership, d/b/a Verizon Wireless ("Lessee"). The Lease states, in pertinent part:

Paragraph 1: The Lease covers approximately 48 square feet of ground space at the Premises which is a paved public parking lot.

Paragraph 2: Lessee shall remove the existing utility pole located on the westerly side of Cross Street at its intersection with Main Street, on or before the commencement of the Lease, at its own cost and expense.

Paragraph 3: Initial term of the Lease is five (5) years for rent of \$4,200.00 (compare to the \$650.00 annual right-of-way fee if the aforesaid existing pole was used) paid annually in advance, initial payment within ninety (90) days of the Commencement Date (the first day of the month following the day Lessee commences installation of its equipment at the Premises). Within ninety (90) days of the full execution of the Lease, Lessee shall pay a one-time non-refundable signing bonus of \$500.00 as additional rent. During the initial term, rent shall increase by 2% on each anniversary of the Commencement Date.

Paragraph 4: Lessee is permitted to install and maintain a temporary power source (during times of power interruptions at the Premises) but in no event can Lessee interfere with the City's use of the Premises for public parking.

Paragraph 5: The Lease shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates it at the end of the then current term by written notice at least three (3) months prior to the end of same.

Annual rent shall increase by 2% as of each anniversary of the Commencement Date during each additional extension term.

Paragraph 6: Lessee may unilaterally replace, alter, improve, change, substitute, repair, remove, withdraw or otherwise modify any component of its communications facility, provided same does not materially increase and/or change (i) the size or the footprint of the leased area or (ii) the size or color of the equipment.

Lessee may terminate the Lease in the event that (i) any applications for 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.

Paragraph 8: The parties will each maintain commercial general liability insurance with limits no less than \$1,000,000.00 for injury or death of one or more persons in any one occurrence and \$500,000.00 for damage or destruction to property in any one occurrence. Each party will name the other as an additional insured.

Paragraph 9: Neither Party shall be liable to the other 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, with the exception of indemnification for (i) liability from personal injury or property damage arising out of the negligence or willful misconduct of the indemnifying party and (ii) environmental and industrial conditions at the Premises arising out of the indemnifying party's activities or for the indemnifying party's failure to comply with any environmental or industrial hygiene law, as prescribed in Paragraphs 7 and 21 of the Lease respectively.

Paragraph 12: At the end of the Lease, Lessee will be responsible to remove all its equipment from the Premises within ninety (90) days.

In the event of a Lessee holdover past the expiration/termination of the Lease, rent shall be equal to 150% of the rent applicable during the month immediately preceding such expiration/termination.

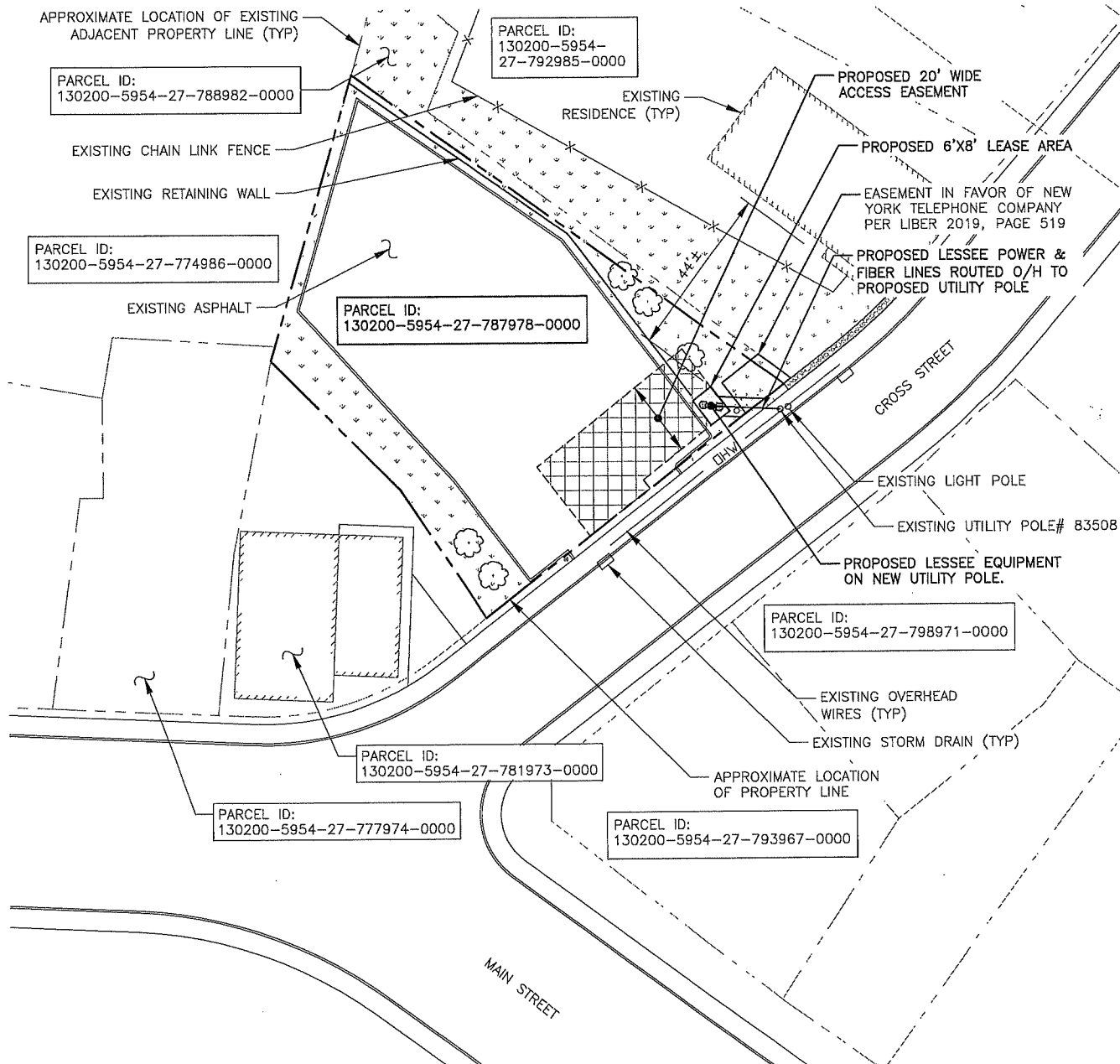
Paragraph 19: There is (30) day period to cure any breach of the Lease by either party, which will be extended if the nature of the cure is such that it cannot be reasonably accomplished in thirty (30) days and the breaching party pursues the cure diligently through said period to completion.

There is a five (5) day cure period for any breach of the Lease that interferes with the other party's ability to conduct its business on the Premises, which will be extended if the nature of the cure is such that it cannot be reasonably accomplished in five (5) days and the breaching party pursues the cure diligently through said period to completion.



SITE INFORMATION

COORDINATES: 41.508611°
-73.975375°
GROUND ELEVATION: 254'± AMSL



SITE LOCATION

SCALE: 1" = 40'

0 1
ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com

Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110

Phone: (518) 783-1630

CLIFF & WILLOW - LEASE EXHIBIT

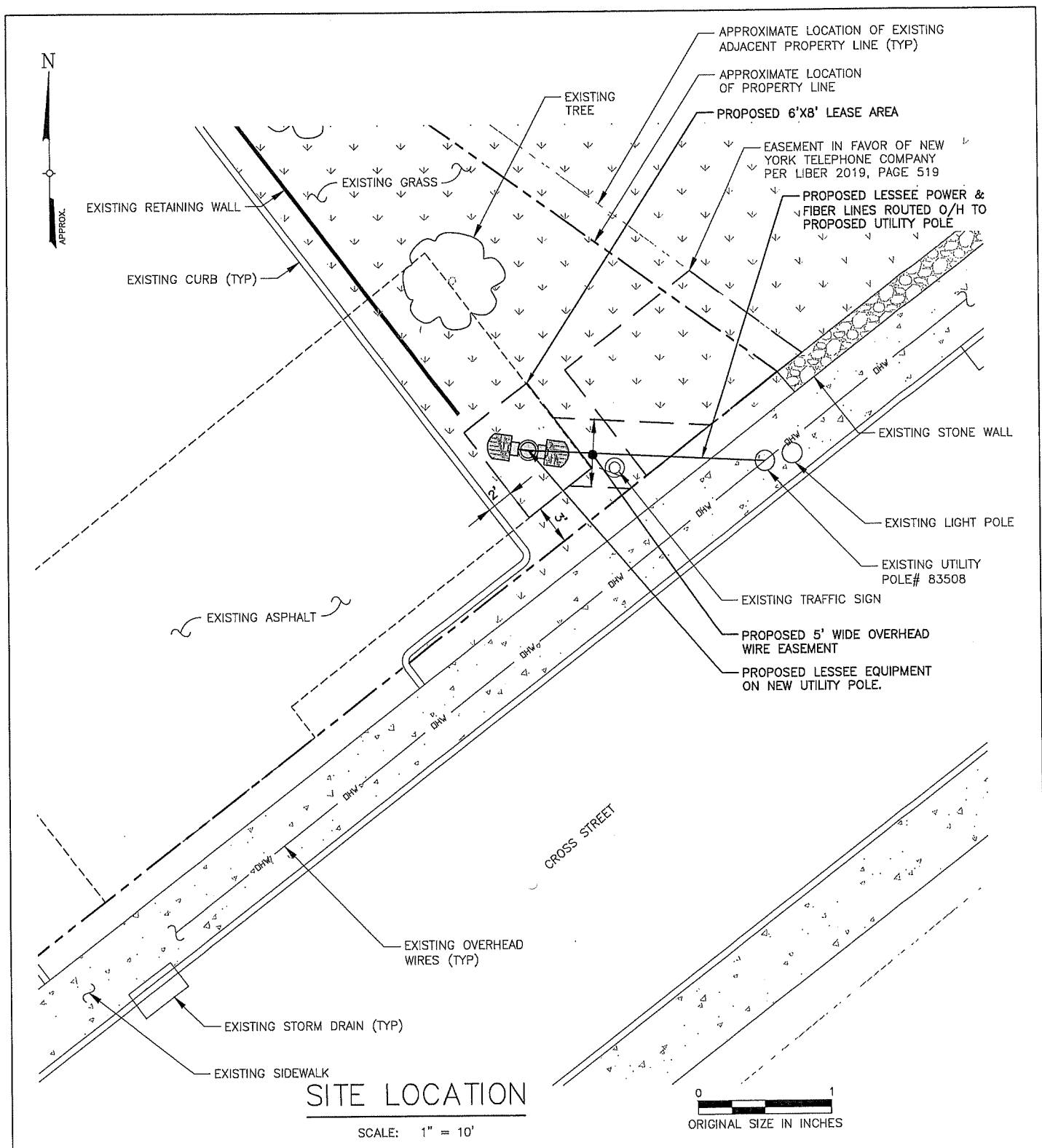
PROJECT #: 20161373924 - LOCATION CODE: 412510

7 CROSS STREET - CITY OF BEACON
DUTCHESS COUNTY, NY 12508

verizon

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



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CLIFF & WILLOW - LEASE EXHIBIT

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7 CROSS STREET - CITY OF BEACON
DUTCHESS COUNTY, NY 12508

verizon

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO: 9726.16

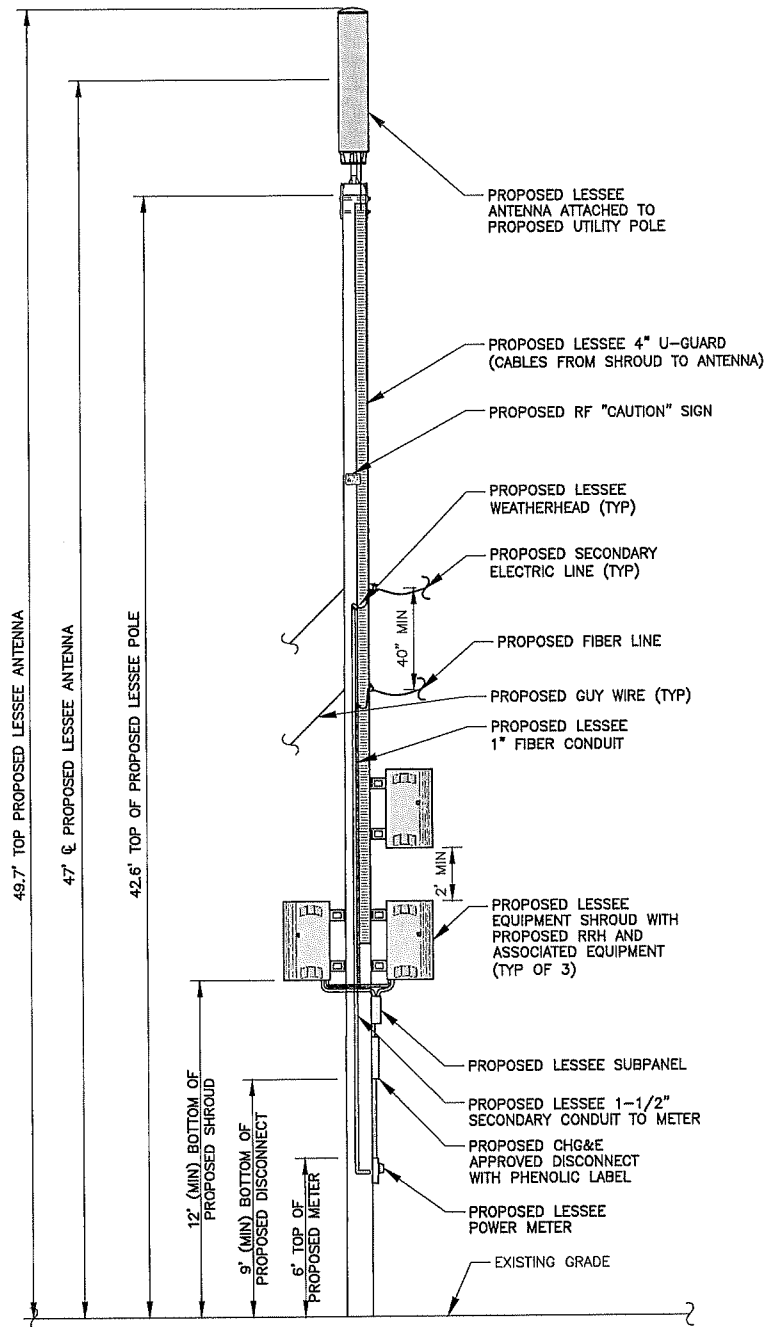
ISSUED BY: TJW

DATE: 10/07/19

SCALE: AS NOTED

SHEET: SP-2

REV: 6



PROPOSED ELEVATION

SCALE: 1" = 7'
 0 1
 ORIGINAL SIZE IN INCHES

Tectonic

PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
 70 Pleasant Hill Road Phone: (845) 534-5959
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CLIFF & WILLOW - LEASE EXHIBIT

PROJECT #: 20161373924 - LOCATION CODE: 412510

7 CROSS STREET - CITY OF BEACON
 DUTCHESS COUNTY, NY 12508

verizon

(LESSEE)

1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO: 9726.16	ISSUED BY: TJW	DATE: 10/07/19	SCALE: AS NOTED	SHEET: EL	REV: 6
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LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this ____ day of _____, 2019, between the **City of Beacon**, by way of merger and incorporation with the Village of Matteawan, with its principal offices located at 1 Municipal Plaza, Beacon, New York, 12508 hereinafter designated LESSOR and **Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

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

PREMISES. LESSOR hereby leases to LESSEE approximately forty-eight (48) square feet of space (the "Ground Space") located at 7 Cross Street, City of Beacon, County of Dutchess, State of New York, (such real property are hereinafter sometimes referred to as the "Property"), for the installation, operation and maintenance of communications equipment; and the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running to and from the Ground Space and to all necessary electrical and telephone utility sources located on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "A" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR agrees to grant LESSEE, Verizon New York, Inc., or any other local utility or fiber provider the right to install such utilities or fiber in, on, over and/or under the Premises necessary for LESSEE to operate the Communication Facilities, as amended herein.

2. CONDITION OF PROPERTY. On or before the Commencement Date (see *infra*), LESSEE shall remove or cause to be removed the existing utility pole located on the west side of Cross Street at the intersection with Main Street, labeled VZ1 (the "VZ1 Pole"), at its own cost and expense, the removal of which shall occur subsequent to the receipt of all necessary Governmental Approvals (defined below in paragraph 6). LESSEE shall indemnify and hold harmless LESSOR from any liability, damage or expense arising from or in connection with the removal of the VZ1 Pole performed by LESSEE or at LESSEE's direction. LESSOR shall deliver the Premises to LESSEE on the Commencement Date, as hereinafter defined, "AS IS", but clean and free of debris.

3. TERM; RENTAL.

This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due

at a total annual rental of \$4,200.00 to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until ninety (90) days after the Commencement Date. LESSEE shall pay LESSOR, within ninety (90) days of the Effective Date, a one-time non-refundable signing bonus, as additional rent, in the sum of \$500.00. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. Beginning on the first anniversary of the Commencement Date, during the initial term, and continuing each year thereafter that this Agreement remains in effect, the annual rental shall be equal to one hundred and two percent (102%) of the annual rental payable with respect to the immediately preceding year.

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

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

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

4. ELECTRICAL. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation.

LESSEE, at its sole cost and expense, 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, provided that in no event shall LESSEE interfere with LESSOR's use of the Property for public parking.

5. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. 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 purchased, installed and maintained at LESSEE's sole cost and expense. LESSEE, without LESSOR's prior consent, reserves the right to replace, alter, improve, change, substitute, repair, remove, withdraw or otherwise modify any component of its communications facility, provided same does not materially increase and/or change (i) the size or the footprint of the Premises or (ii) the size or color of the equipment as set forth in Exhibit "A". Any such modifications to the Premises are subject to all applicable existing zoning law requirements. 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. LESSOR, in its capacity as owner of the Property, shall 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. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder and LESSEE shall, at LESSEE's sole cost and expense, remove its equipment in accordance with Paragraph 12 of this Agreement. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR. LESSEE acknowledges that LESSOR makes no representations that the Property meets local, County or Federal ordinances, regulations or laws governing development of property commercially, industrially or otherwise or that LESSEE's proposed use will receive any approvals from the City Building Department, Council or land use boards. All permits, empowerments, permissions and grants necessary for the development of the Property are at LESSEE's sole risk, cost and responsibility.

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

8. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 7, 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 Paragraph 8 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. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain 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 and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

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

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

12. REMOVAL AT END OF TERM.

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

b. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Subsection a above, 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 this paragraph, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth above shall be equal to 150% of the rent applicable during the month immediately preceding such expiration or earlier termination.

13. INTENTIONALLY DELETED.

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

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

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

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by 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

With a copy to:

KEANE & BEANE, P.C.
445 Hamilton Avenue
White Plains, New York 10601
Attn: Nicholas M. Ward-Willis

LESSEE: Orange County-Poughkeepsie Limited
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.

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

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

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's

duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

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

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 the direct or proximate result of any act or omission by LESSEE or its employees, contractors or agents; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental or industrial hygiene conditions are the direct or proximate result of any act or omission by LESSEE or its employees, contractors or agents.

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

22. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is

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

23. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. MAINTENANCE. LESSEE shall be solely responsible to maintain the Premises in good operating condition and repair, reasonable wear and tear and casualty damage excepted, including, but not limited to, snow removal and repair of damaged asphalt at its own cost and expense.

25. SUBORDINATION. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest by LESSOR which from time to time may encumber all or part of the Property.

26. CONDEMNATION. In the event of any condemnation of all or any portion of the Premises, 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, 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, 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 Property remaining except that rent shall be reduced in the same proportion as the rentable floor area of the Property taken bears to the total rental floor area of the Property. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Property caused by such condemning authority, unless such damage was the direct or proximate result of any act or omission by LESSEE or its employees, contractors or agents.

27. MISCELLANEOUS.

a. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding.

b. This Agreement may not be amended or varied except in a writing signed by all parties.

c. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

d. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.

e. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the State of New York without reference to its choice of law rules.

f. The submission of this Agreement for review does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of same by all Parties hereto.

g. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

h. The parties hereto each warrant 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.

i. The provisions of this Agreement relating to indemnification from on Party to the other 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.

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

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

LESSOR: City of Beacon

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

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

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

By: Cellco Partnership, its general partner

By: _____

Name: _____

Its: _____

Date: _____

WITNESS

Exhibit A

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:			State:	Zip Code:
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned _____ acres or controlled by the applicant or project sponsor?				
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. Urban Rural (non-agriculture) Industrial Commercial Residential (suburban) <input type="checkbox"/> Forest Agriculture Aquatic Other(Specify): <input type="checkbox"/> Parkland				

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. 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?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest Agricultural/grasslands Early mid-successional </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> Wetland <input type="checkbox"/> Urban Suburban </div>		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, <div style="margin-left: 20px; margin-top: 10px;"> a. Will storm water discharges flow to adjacent properties? </div> <div style="margin-left: 20px; margin-top: 10px;"> b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? </div> If Yes, briefly describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; margin-top: 5px; height: 1.2em;"></div>	NO	YES
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</p> <p>Applicant/sponsor/name: _____ Date: _____</p> <p>Signature: <u><i>Jonny Bennett II</i></u> Title: _____</p>		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?		
2. Will the proposed action result in a change in the use or intensity of use of land?		
3. Will the proposed action impair the character or quality of the existing community?		
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?		
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?		
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?		
7. Will the proposed action impact existing:		
a. public / private water supplies?		
b. public / private wastewater treatment utilities?		
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?		
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?		
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?		
11. Will the proposed action create a hazard to environmental resources or human health?		

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**City of Beacon Workshop Agenda
10/15/2019**

Title:

Proposed Lease with Verizon Wireless for Mase Hook and Ladder Building Rooftop

Subject:

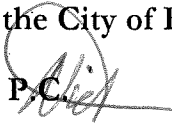
Background:

ATTACHMENTS:

Description	Type
Memorandum from the City Attorney Regarding a Building and Rooftop Lease Agreement - Mase Hook and Ladder	Cover Memo/Letter
Site Plan for Verizon Facility at Mase Hook and Ladder	Plans
Lease Agreement Between the City of Beacon and Verizon Wireless	Agreement
Long Form EAF for Verizon Facility at Mase Hook and Ladder	EAF
Photo Simulations of Proposed Antennae to be Added to Existing Tower	Backup Material
Photo Simulation of 80' Monopole (No Longer Proposed to be Built)	Backup Material
Section 106 Notification of SHPO/THPO Concurrence with Conditions	Cover Memo/Letter
Letter from RF Engineer	Cover Memo/Letter
Site Selection Report	Backup Material
Alternate Site Locations	Backup Material

MEMORANDUM

TO: City Council for the City of Beacon (the "City")

FROM: Keane & Beane, P.C. 

RE: Building and Rooftop Lease Agreement – Mase Hook & Ladder

DATE: October 11, 2019

Attached is the Building and Rooftop Lease Agreement (the "Lease") for the Mase Hook and Ladder Fire Hose rooftop located at 423-425 Main Street, Beacon, New York (the "Premises"), between the City ("Lessor") and Orange County-Poughkeepsie Limited Partnership, d/b/a Verizon Wireless ("Lessee"). While the entire Lease should be reviewed by the Council, we have highlighted certain terms below:

Paragraph 1: The Lease covers approximately 240 square feet of space on the ground of the Premises and approximately 40 square feet on the roof of the Premises.

Paragraph 3: Initial term of the Lease is five (5) years with annual rent payments of \$21,600.00. Within ninety (90) days of the full execution of the Lease, Lessee shall pay a one-time non-refundable signing bonus of \$500.00 as additional rent. During the initial term, rent shall increase by 2% on each anniversary of the Commencement Date.

The Lease commences 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 the Lease (the "Commencement Date").

Paragraphs 4-6: The Lease shall automatically be extended for four (4) additional five (5) year terms unless Lessee terminates it at the end of the then current term by written notice at least six (6) months prior to the end of same.

Afterwards, if not terminated, the Lease shall continue 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 at least six (6) months prior to the end of such term. The term of Lease, including all renewals, shall not exceed forty nine (49) years.

Annual rent shall increase by 2% as of each anniversary of the Commencement Date during each additional extension term.

Paragraph 8: Lessee may unilaterally replace, alter, improve, change, substitute, repair, remove, withdraw or otherwise modify any component of its communications facility, provided same does not materially increase and/or change (i) the size or the footprint of the leased area or (ii) the size or color of the equipment.

Lessee may terminate the Lease in the event that (i) any applications for 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.

Paragraph 9: Lessee shall be responsible for maintaining the non-structural portions of the Premises with the exception of the telecommunications tower which will be City's responsibility to maintain once the replacement tower (at the same height as existing) is installed by Lessee.

Upon the City's request, Lessee shall temporarily relocate its equipment upon ninety (90) days' notice, to allow the City to perform maintenance and/or work at the Premises. The relocation area must be consistent with the existing location in size and compatible for Lessee's intended use. The parties will split the costs of the relocation and eventual return of the equipment 50/50.

Paragraph 9A: Upon the City's request, Lessee agrees to conduct at its expense one annual rooftop inspection by a third-party contractor chosen by the City and approved by Lessee.

Paragraph 11: Lessee shall maintain the following insurance policies and name the City as an additional insured:

- 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 (i), (ii) and (iii) herein with a limit of \$2,000,000 per occurrence and per aggregate.

The City will maintain 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 and name Lessee as an additional insured.

Paragraph 12: Neither Party shall be liable to the other 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, with the exception of indemnification for (i) liability from personal injury or property damage arising out of the negligence or willful misconduct of the indemnifying party and (ii) environmental and industrial conditions at the Premises arising out of the indemnifying party's activities or for the indemnifying party's failure to comply with any environmental or industrial hygiene law, as prescribed in Paragraphs 10 and 30 of the Lease respectively.

Paragraph 15: At the end of the Lease, Lessee will be responsible to remove all its equipment from the Premises within ninety (90) days.

Paragraph 16: In the event of a Lessee holdover past the expiration/termination of the Lease, rent shall be equal to 150% of the rent applicable during the month immediately preceding such expiration/termination.

Paragraph 28: There is a ten (10) day period for Lessee to cure any monetary breach of the Lease and a thirty (30) day period to cure any non-monetary breach of the Lease, which will be extended if the nature of the cure is such that it cannot be reasonably accomplished in thirty (30) days and Lessee pursues the cure diligently through said period to completion.

The City has a thirty (30) day period to cure any breach of the Lease, which will be extended if the nature of the cure is such that it cannot be reasonably accomplished in thirty (30) days and the City pursues the cure diligently through said period to completion.

Paragraph 39: The parties acknowledge that the City requested that Lessee locate its telecommunications facility at the Premises rather than build a new monopole tower at a different property owned by Verizon New York, Inc. and located at 433-443 Main Street, Beacon, New York (the "Alternate Site"). This does not mean that Verizon New York, Inc. cannot enter into a lease with a different cellular provider who then proposes the construction of new monopole tower at the Alternate Site. The application pending before the Planning Board will be withdrawn.

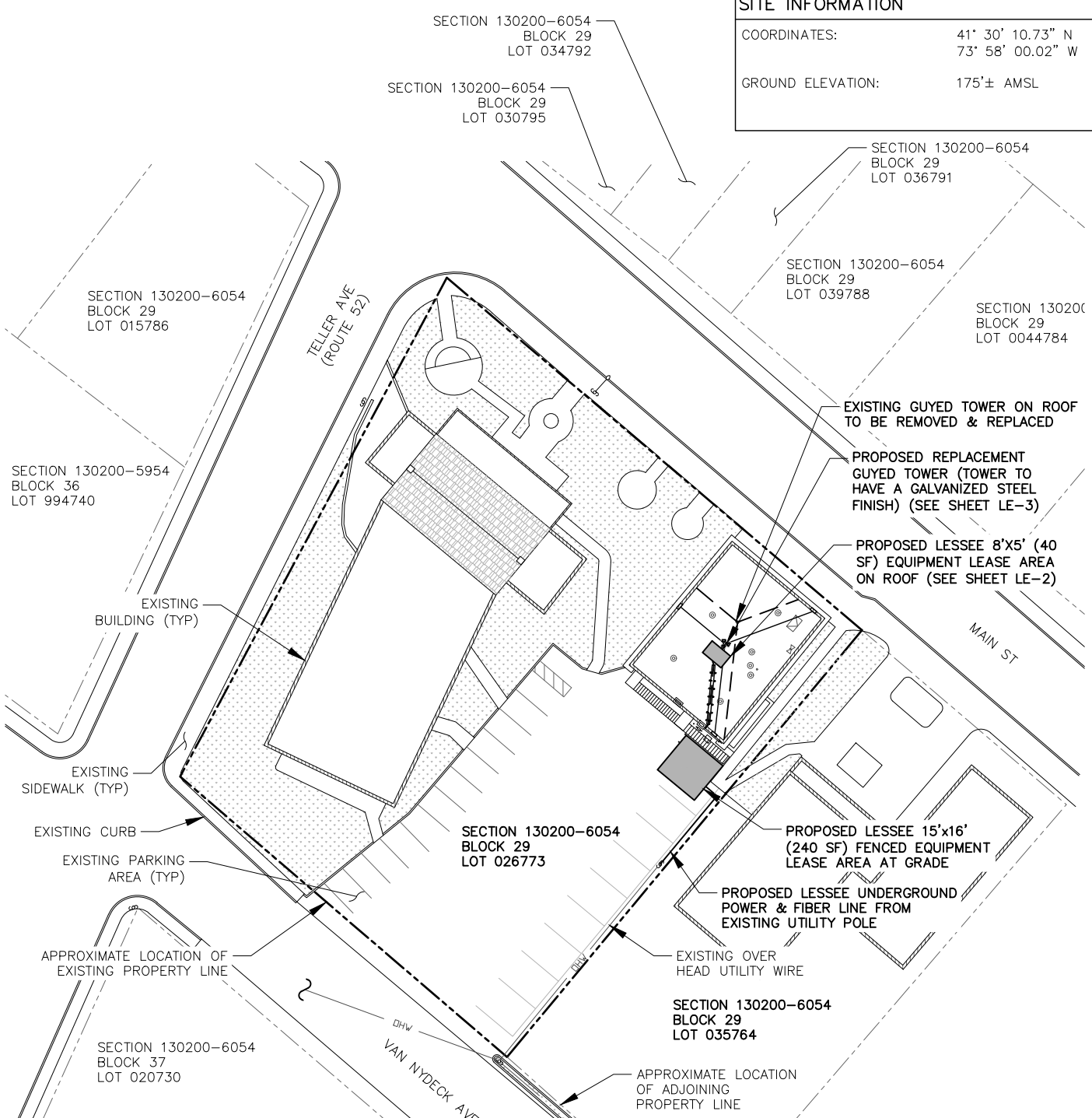
The City reserves the right to negotiate with other telecommunications providers to

allow same to co-locate their equipment on the tower, upon Lessee's prior approval in its reasonable discretion and to the extent feasible from engineering, operations and business perspectives.

Paragraph 40: Lessee will install the City's equipment on the tower it erects so long as (i) such equipment does not interfere with and is compatible with Lessee's equipment; and (ii) at the time Lessee is installing its equipment on the tower, the City has identified, and provided at the Premises, the equipment it wishes to have installed.



SITE INFORMATION	
COORDINATES:	41° 30' 10.73" N 73° 58' 00.02" W
GROUND ELEVATION:	175'± AMSL



NOTE

1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION.

2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY.

PROPERTY PLAN

1
LE-1

SCALE: 1" = 50'



Tectonic Engineering & Surveying Consultants P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com

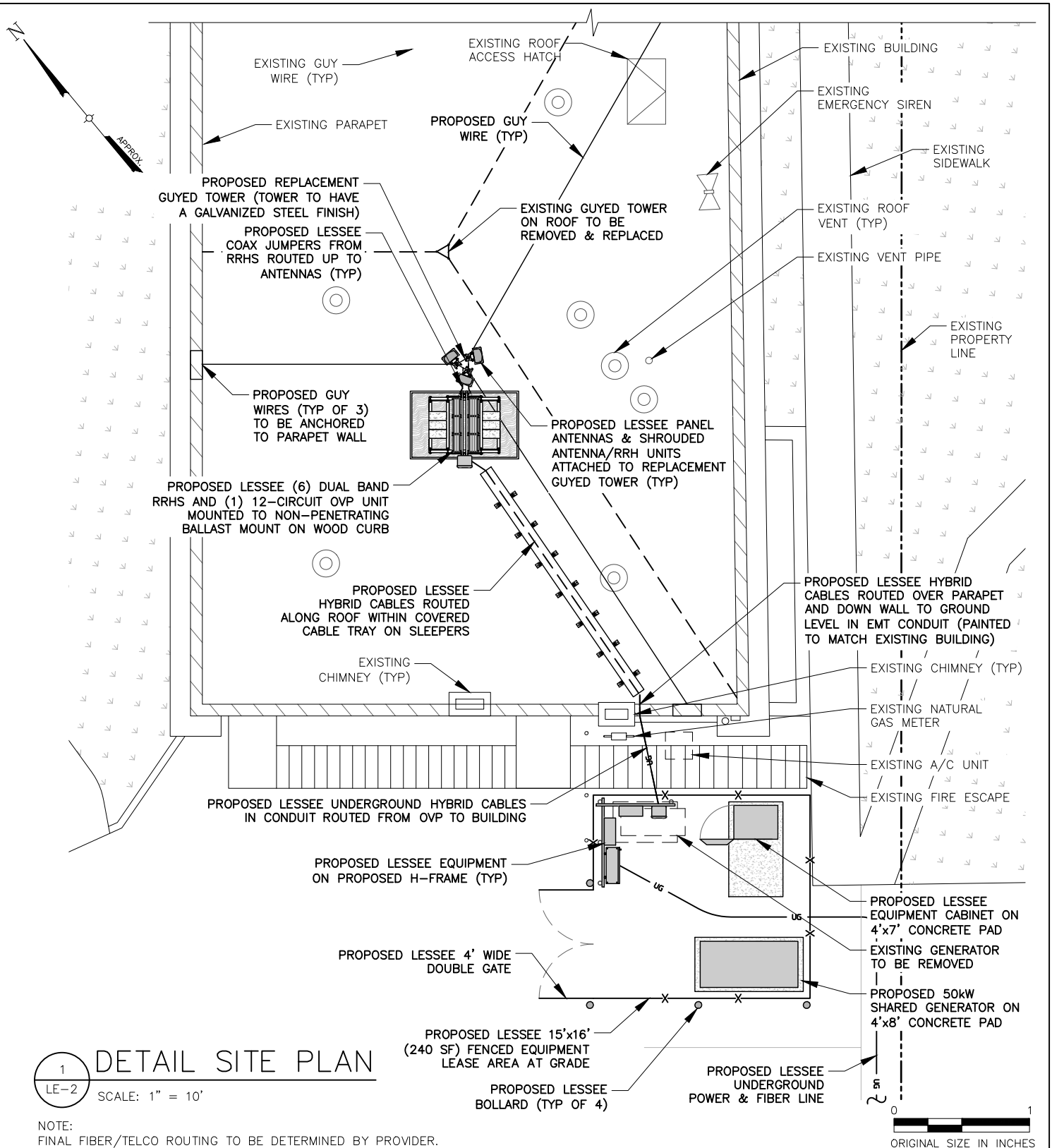
Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110 Phone: (518) 783-1630

MASE HOOK AND LADDER – LEASE EXHIBIT

PROJECT #: 20161467537 – LOCATION CODE: 426305

423-425 MAIN ST – CITY OF BEACON – DUTCHESS COUNTY, NY 12508

ORANGE CTY POUGHKEEPSIE MSA LP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Tectonic Engineering & Surveying Consultants P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com

Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110

Phone: (518) 783-1630

MASE HOOK AND LADDER - LEASE EXHIBIT

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1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:8668.17A

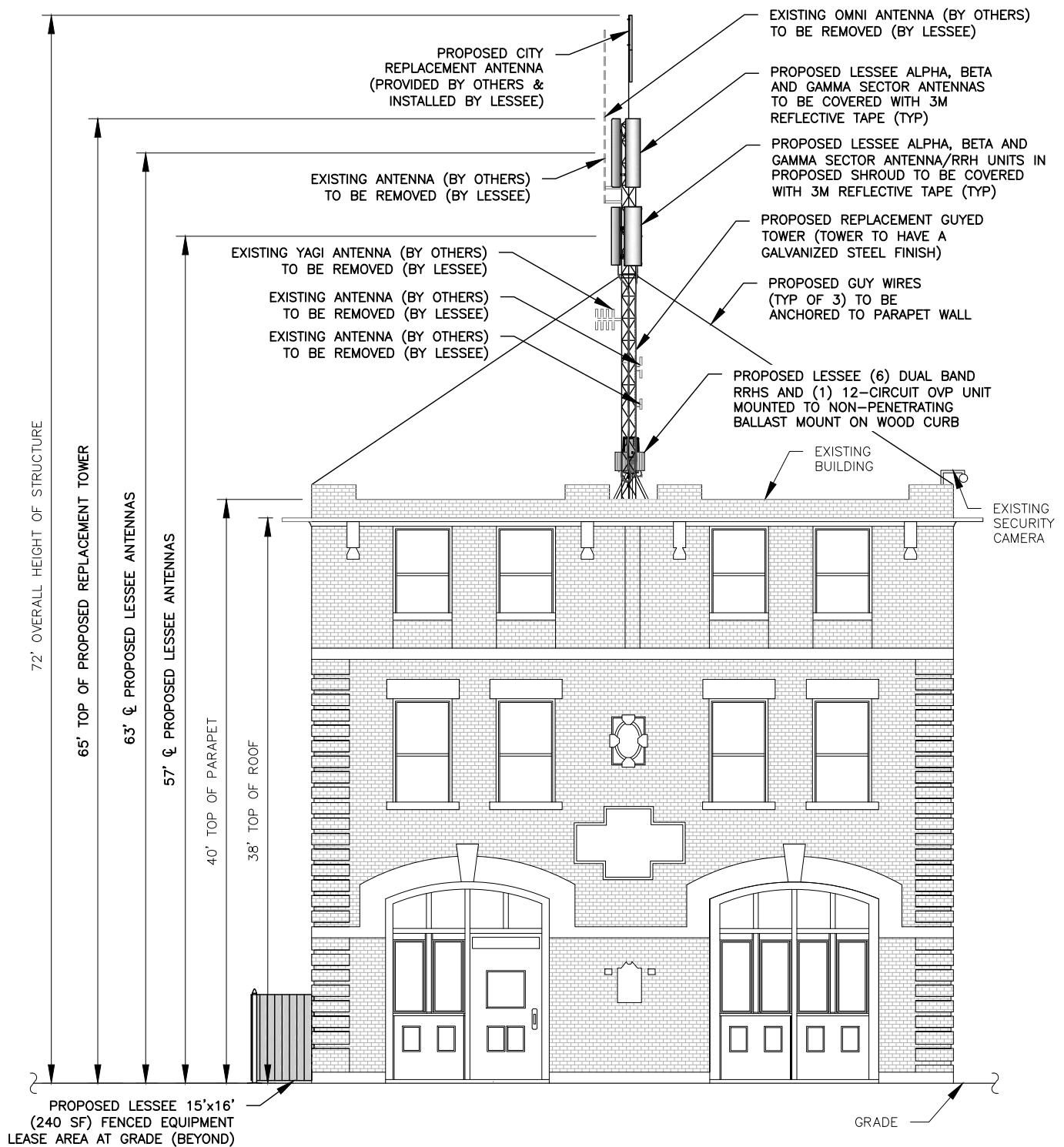
ISSUED BY: JRF

DATE: 10/11/19

SCALE: AS NOTED

SHEET: LE-2

REV: 10



1 ELEVATION
LE-3 SCALE: 1" = 10'

0 1
ORIGINAL SIZE IN INCHES

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Tectonic Engineering & Surveying Consultants P.C.
70 Pleasant Hill Road Phone: (845) 534-5959
P.O. Box 37 (800) 829-6531
Mountainville, NY 10953 www.tectonicengineering.com

Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110

Phone: (518) 783-1630

MASE HOOK AND LADDER – LEASE EXHIBIT

PROJECT #: 20161467537 – LOCATION CODE: 426305

423-425 MAIN ST – CITY OF BEACON – DUTCHESS COUNTY, NY 12508

ORANGE CTY POUGHKEEPSIE MSA LP,
(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:8668.17A

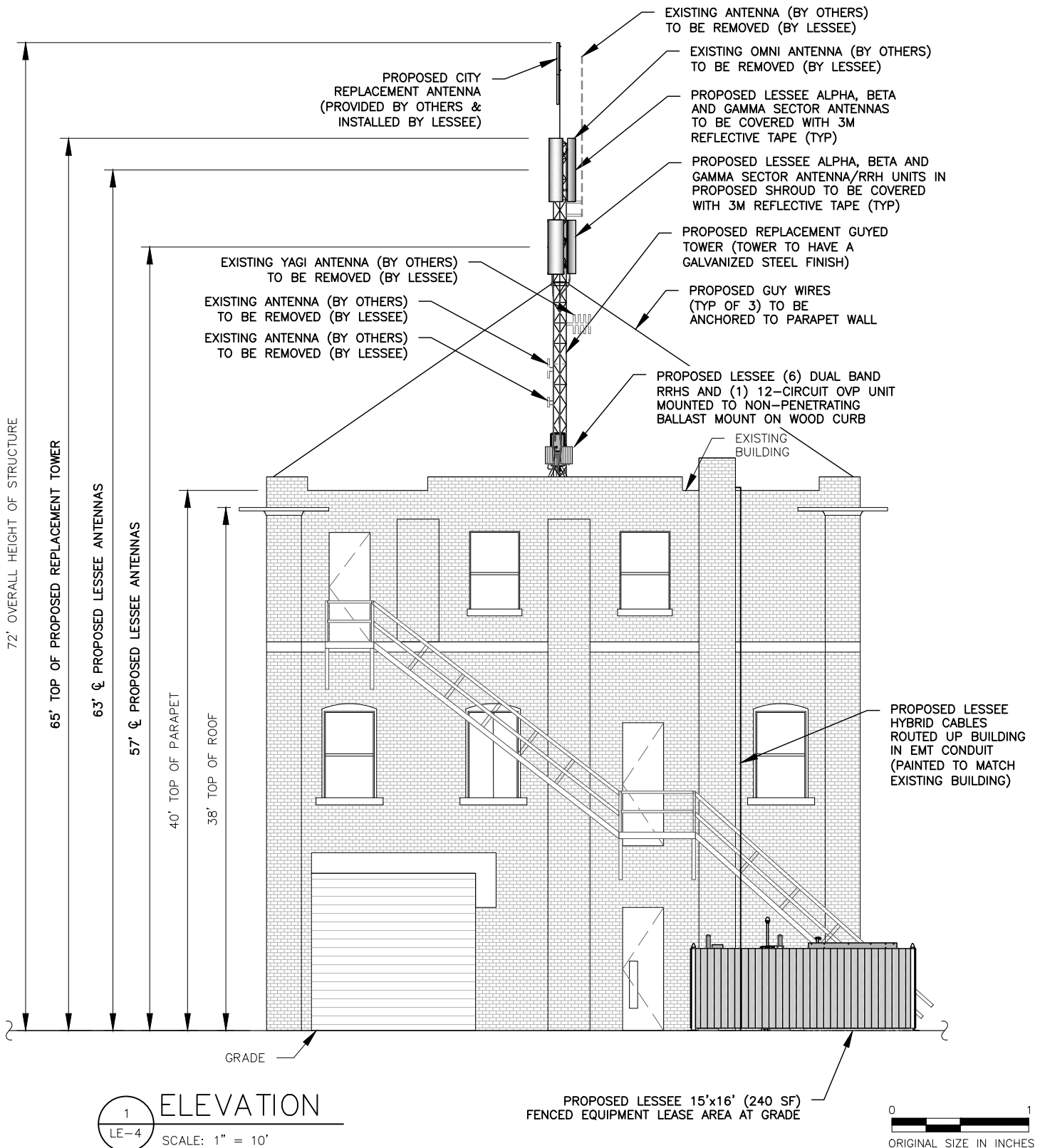
ISSUED BY: JRF

DATE: 10/11/19

SCALE: AS NOTED

SHEET: LE-3

REV: 10



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(LESSEE)
1275 JOHN STREET, SUITE 100, WEST HENRIETTA, NY 14586

TEC WO:8668.17A

ISSUED BY: JRF

DATE: 10/11/19

SCALE: AS NOTED

SHEET: LE-4

REV: 10

BUILDING AND ROOFTOP LEASE AGREEMENT

This Building and Rooftop Lease Agreement (this "Agreement") made this ____ day of _____, 2019, between **CITY OF BEACON** by way of merger and incorporation with the Village of Matteawan, with its principal offices located at 1 Municipal Plaza, Beacon, New York, 12508 hereinafter designated LESSOR and **ORANGE COUNTY-POUGHKEEPSIE LIMITED PARTNERSHIP** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

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

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately 240 square feet of space on the ground (the "Ground Space") and approximately 40 square feet on the roof, for equipment and adequate space for a new tower (the "Replacement Tower") 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 6054-29-026773 and as further recorded in the office of the Clerk of Dutchess County as Liber 370 of Deeds at Page 84, 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 LESSEE reminds LESSOR 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 \$21,600.00 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, such temporary installations not to be inconsistent with the intent of sections 9 and 9A herein, 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 six (6) 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 six (6) 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. LESSEE will construct, maintain, repair and operate its communications facility in such a manner as to not unreasonably disturb or interfere with LESSOR's current use of the Premises. All LESSEE 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, without LESSOR's prior consent, reserves the right to replace, alter, improve, change, substitute, repair, remove, withdraw or otherwise modify any component of its communications facility, provided same does not materially increase and/or change (i) the size or the footprint of the Premises or (ii) the size or color of the equipment as set forth in Exhibit "A". 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 Replacement Tower (once installed by LESSEE), 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, unless said defect was the direct or proximate result of any act or omission of LESSEE or its employees, contractors or agents, 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 and LESSEE each pay 50% of 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 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 with LESSOR's prior written consent not to be unreasonably conditioned, withheld or delayed; 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 each party paying 50% of the direct reasonable costs for the same.

9A. MAINTENANCE OF ROOFTOP SPACE

a. LESSEE will not penetrate the roof membrane or exterior walls of the Building except as prescribed by its work plans as previously approved in writing by LESSOR.

b. At LESSOR's reasonable request, LESSEE agrees to conduct up to one annual inspection of the Rooftop Space and the integrity of the roof membrane within the Rooftop Space. Inspections shall be conducted by a third-party contractor chosen by LESSOR and approved by LESSEE. The proposed identity of the third-party contractor shall be provided to LESSEE prior to any inspection and the LESSEE can object to the selection by written notice sent to LESSOR within fifteen business days of disclosure of same, pursuant to paragraph 24 herein. Any required inspection pursuant to this provision shall be at LESSEE's sole cost and expense, and LESSEE shall be responsible to fix any damage caused by LESSEE's actions within the Rooftop Space discovered during such inspection.

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.

b. 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.

c. 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, consistent with the maintenance obligations of Paragraphs 9 and 9A, 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. 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
LIMITED PARTNERSHIP**
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, if

applicable, 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, either party shall use reasonable efforts to mitigate its damages in connection with a default by the other party. If either party so performs any of the other party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting party shall immediately be owing by the defaulting party to the non-defaulting party, and the defaulting party shall pay to the non-defaulting party upon demand the full undisputed amount thereof with interest thereon from the date of payment at a rate of five percent (5%) per annum. Notwithstanding the foregoing, if LESSOR is the defaulting party, 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 the direct or proximate result of any act or omission by LESSEE or its employees, contractors or agents.

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 the direct or proximate result of any act or omission by LESSEE or its employees, contractors or agents; 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 or industrial hygiene conditions are the direct or proximate result of any act or omission by LESSEE or its employees, contractors or agents.

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, unless such damage was the direct or proximate result of any act or omission by LESSEE, its employees, contractors or agents.

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, reasonable 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, at its sole cost and expense, as is reasonably practicable considering the clearing and grading that is to be performed by LESSEE.

38. MOST FAVORED LESSEE. Intentionally deleted.

39. ALTERNATE SITE.

a. The parties acknowledge that prior to entering this Agreement, LESSOR requested that LESSEE locate its telecommunications facility at the Property rather than build a new monopole tower at a different property owned by Verizon New York, Inc. and located at 433 and 443 Main Street, Beacon, New York (the "Alternate Site"). LESSEE agrees that it will not build a monopole tower at the Alternate Site but only so long as the rooftop facility contemplated in this Agreement remains an adequate and viable technological solution for LESSEE's radiofrequency coverage needs. In the instance the rooftop facility contemplated in this Agreement is inadequate or a nonviable technological solution for LESSEE's radiofrequency coverage needs, LESSEE shall provide written notice and proof of the same, and shall remove all its equipment from the Property, at its sole cost and expense within ninety (90) days of delivery of said notice. Delivery of such written notice 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.

b. LESSOR, in its sole discretion, reserves the right to negotiate with other telecommunications providers, upon LESSEE's prior approval in its reasonable discretion and to the extent feasible from engineering, operations and business perspectives, to allow other telecommunications providers to co-locate at the facility contemplated herein.

40. REPLACEMENT TOWER. LESSEE shall remove all equipment from the existing tower on the roof, return such equipment to LESSOR, and dismantle and dispose of the existing tower; prepare the Premises for installation of the Replacement Tower and install the

Replacement Tower; and install LESSEE's equipment on the Replacement Tower. In addition, LESSEE will install equipment of LESSOR on the Replacement Tower as directed by LESSOR so long as (i) such equipment does not interfere with and is in all ways compatible with LESSEE's equipment; and (ii) at the time LESSEE is installing its equipment on the Replacement Tower, LESSOR has identified, and provided at the Premises, the equipment it wishes to have installed on the Replacement Tower. Removal of the existing equipment and existing tower, and installation of the Replacement Tower, LESSOR's equipment (on the terms herein) and LESSEE's equipment shall be at LESSEE's expense. Notwithstanding the forgoing, LESSOR shall own and be wholly responsible for the Replacement Tower once installed.

SITE NAME: ELECTRIC BLANKET
SITE NUMBER: 20161467537/426305
ATTY/DATE: NP- October 2019

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
LIMITED PARTNERSHIP d/b/a Verizon
Wireless**

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

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

EXHIBIT "A"

DESCRIPTION OF PROPERTY

ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Matteawan, Town of Fishkill, County of Dutchess and State of New York, bounded and described as follows: BEGINNING on southwest side of Main Street 654.8 feet distant from Tioronda Avenue; thence at right angles with Main Street southwesterly 100 feet; thence parallel with Main Street northwesterly 98.2 feet; thence parallel with the first line northeasterly 100 feet to Main Street; thence along the same southeasterly 40 feet to the point or place of beginning; Together with all the right, title and interest of the said party of the first part in and to one half of Main Street in front of and adjacent to the above described premises.

EXHIBIT “B”
SKETCH/SITE PLAN OF PREMISES

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: Replacing the existing rooftop guyed tower with a new guyed tower of same height, removing all existing antennas, installing six (6) new Verizon panel antennas at center-line heights of 63'± and 57'±, installing (1) new City owned omni antenna at the top of the tower, installing a 15'x16' fenced equipment area at grade, 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

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.) No zoning approvals required in re County of Monroe applies

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
c. City Council, Town or Village Zoning Board of Appeals <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lease Approval	TBD
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☒ Yes ☐ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☒ Yes ☐ No
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

b. Is the use permitted or allowed by a special or conditional use permit? In re County of Monroe applies ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

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? 0.01 acres

c. Total acreage (project site and any contiguous properties) owned
or controlled by the applicant or project sponsor? 0.006 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ 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? ☐ Yes ☒ 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? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ 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: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes,	
i. Total number of structures _____ 1	
ii. Dimensions (in feet) of largest proposed structure: <u>25'</u> tower height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ <u>N/A</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

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

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. How much impervious surface will the project create in relation to total size of project parcel? _____ Square feet or _____ acres (impervious surface) _____ Square feet or _____ acres (parcel size) ii. Describe types of new point sources. _____ 	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
<ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ 	
<ul style="list-style-type: none"> • Will stormwater runoff flow to adjacent properties? _____ 	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, identify: <ul style="list-style-type: none"> i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) <u>Construction Equipment</u> ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) <u>N/A</u> iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) <u>Backup Generator</u> 	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes: <ul style="list-style-type: none"> i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____ 	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

<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 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p style="margin-left: 20px;">During construction, noise associated with the operation of construction equipment. After construction, the backup emergency generator will be the only equipment producing noise.</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n.. Will the proposed action have outdoor lighting? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p style="margin-left: 20px;">One (1) switch operated LED light fixtures located within the fenced equipment enclosure, designed to illuminate the area in and around the equipment.</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

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 Covertypes	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: _____			

<p>c. Is the project site presently used by members of the community for public recreation? <i>i. If Yes: explain:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, <i>i. Identify Facilities:</i> <u>Tabernacle of Christ Church, Salvation Army, Dutchess County Healthy Family, Howland Cultural Center, Howland Public Library</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>e. Does the project site contain an existing dam? If Yes: <i>i. Dimensions of the dam and impoundment:</i></p> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <p><i>ii. Dam's existing hazard classification:</i> _____ <i>iii. Provide date and summarize results of last inspection:</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: <i>i. Has the facility been formally closed?</i> • If yes, cite sources/documentation: _____ <i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i> _____ _____ <i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: <i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i> _____ _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: <i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i></p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Yes – Spills Incidents database <input type="checkbox"/> Yes – Environmental Site Remediation database <input type="checkbox"/> Neither database </div> <div> Provide DEC ID number(s): _____ Provide DEC ID number(s): _____ </div> </div> <p><i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____ _____ _____</p> <p><i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> If yes, provide DEC ID number(s): <u>B00130 , C314118</u></p> <p><i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i> <u>B00130: All tanks and contaminated soils have been removed from the site.</u> <u>C314118: After two schedule extensions, the Volunteer has terminated the BCA without implementing the investigation work plan.</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																					
<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 type="checkbox"/> No • Explain: _____ _____ _____ 																																					
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: 30%;"><input checked="" type="checkbox"/> Well Drained:</td> <td style="width: 70%; 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																														
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<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: 30%;"><input checked="" type="checkbox"/> 0-10%:</td> <td style="width: 70%; 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																														
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<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: _____ _____																																					
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m. Identify the predominant wildlife species that occupy or use the project site:		
<u>Chipmunks</u> <u>Rabbits</u> <u>Birds</u>	<u>Squirrels</u> <u>Opossums</u> <u>Raccoons</u>	<u>Skunks</u> <u>Foxes</u>
n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:		
i. Describe the habitat/community (composition, function, and basis for designation): _____ _____		
ii. Source(s) of description or evaluation: _____		
iii. Extent of community/habitat:		
<ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 		
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____ _____		
E.3. Designated Public Resources On or Near Project Site		
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, provide county plus district name/number: _____		
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site: _____ ii. Source(s) of soil rating(s): _____		
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:		
i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature		
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____ _____		
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:		
i. CEA name: _____		
ii. Basis for designation: _____		
iii. Designating agency and date: _____		

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:	
i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input checked="" type="checkbox"/> Historic Building or District	
ii. Name: <u>Brett, Madam Catharyna, Homestead, US Post Office--Beacon</u>	
iii. Brief description of attributes on which listing is based:	
<u>Madam Brett Homestead & US Post Office - Beacon were listed on the National Register of Historic Places in 1976 and 1988, respectively</u>	
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?	
If Yes:	
i. Describe possible resource(s): _____	
ii. Basis for identification: _____	
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:	
i. Identify resource: <u>NYS Rt 9</u>	
ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): <u>NYS Designated Scenic Road</u>	
iii. Distance between project and resource: _____ <u>3.2</u> miles.	
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:	
i. Identify the name of the river and its designation: _____	
ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

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 Steven Matthews Date 10/5/19

Signature Steven Matthews Title Manager of Engineering

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]

Project :

Date :

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency **and** the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “**Yes**” to a numbered question, please complete all the questions that follow in that section.
- If you answer “**No**” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

☐ NO☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

☐ NO☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input type="checkbox"/>NO <input type="checkbox"/>YES (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input type="checkbox"/>NO <input type="checkbox"/>YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <input type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2-3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered “Moderate to large impact may occur”, continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property’s setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If “Yes”, answer questions a - e. If “No”, go to Section 12.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or “ecosystem services”, provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If “Yes”, answer questions a - c. If “No”, go to Section 13.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems.

☐ NO

☐ YES

(See Part 1. D.2.j)

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy.

☐ NO

☐ YES

(See Part 1. D.2.k)

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting.

☐ NO

☐ YES

(See Part 1. D.2.m., n., and o.)

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)

☐ NO

☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		<input type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project :

Date :

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☐ Part 1 ☐ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

☐ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action:

Name of Lead Agency:

Name of Responsible Officer in Lead Agency:

Title of Responsible Officer:

Signature of Responsible Officer in Lead Agency:

Date:

Signature of Preparer (if different from Responsible Officer)

Date:

For Further Information:

Contact Person:

Address:

Telephone Number:

E-mail:

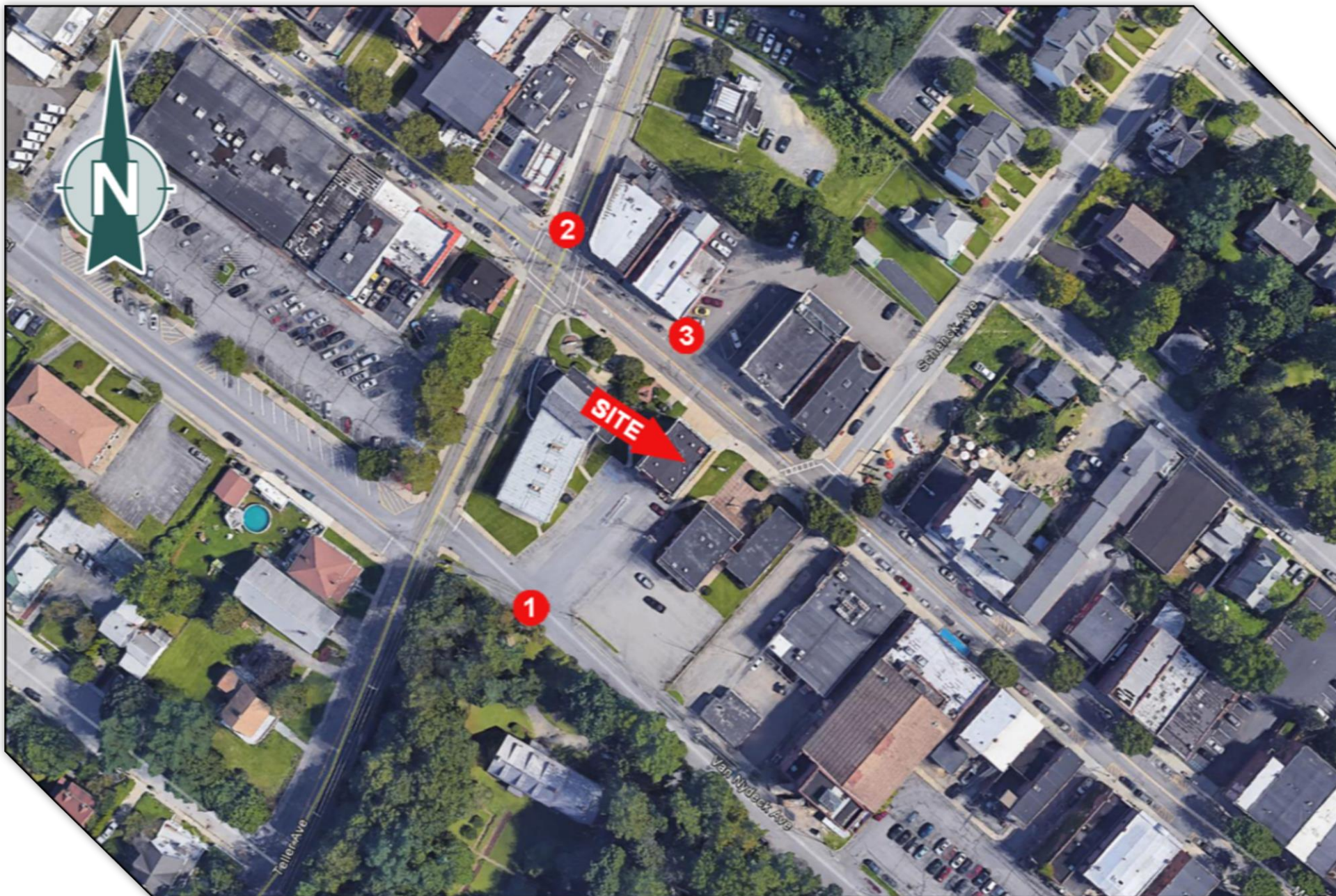
For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>



TECTONIC

Practical Solutions, Exceptional Service

Electric Blanket
423-425 Main Street
Beacon, New York 12508

PHOTO
LOG
8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking northeast from 53 Van Nydeck Avenue.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 175'±

P-1

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking northeast from 53 Van Nydeck Avenue.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 175'±

S-1a

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking northeast from 53 Van Nydeck Avenue.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 175'±

S-1b

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking southeast from the intersection of Fishkill Avenue & Main Street.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 250'±

P-2

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking southeast from the intersection of Fishkill Avenue & Main Street.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 250'±

S-2a

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking southeast from the intersection of Fishkill Avenue & Main Street.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 250'±

S-2b

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking south from 398 Main Street.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 100'±

P-3

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking south from 398 Main Street.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 100'±

S-3a

8668.17A



TECTONIC

Practical Solutions, Exceptional Service

Looking south from 398 Main Street.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 100'±

S-3b

8668.17A



Electric Blanket
433 Main Street
Beacon, New York 12508

PHOTO
LOG
8668.17B

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.



Looking southwest from the intersection of Schenck Avenue & North Street.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 700' ±

P-1

8668.17B



Looking southwest from the intersection of Schenck Avenue & North Street.
Proposed installation is visible from this location.

S-1

Distance from the photographic location to the proposed site is 700'±

8668.17B



Looking south from the parking lot of 396 Main Street.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 375'±



Looking south from the parking lot of 396 Main Street.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 375'±



Looking northwest from 20 Van Nydeck Avenue.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 400'±

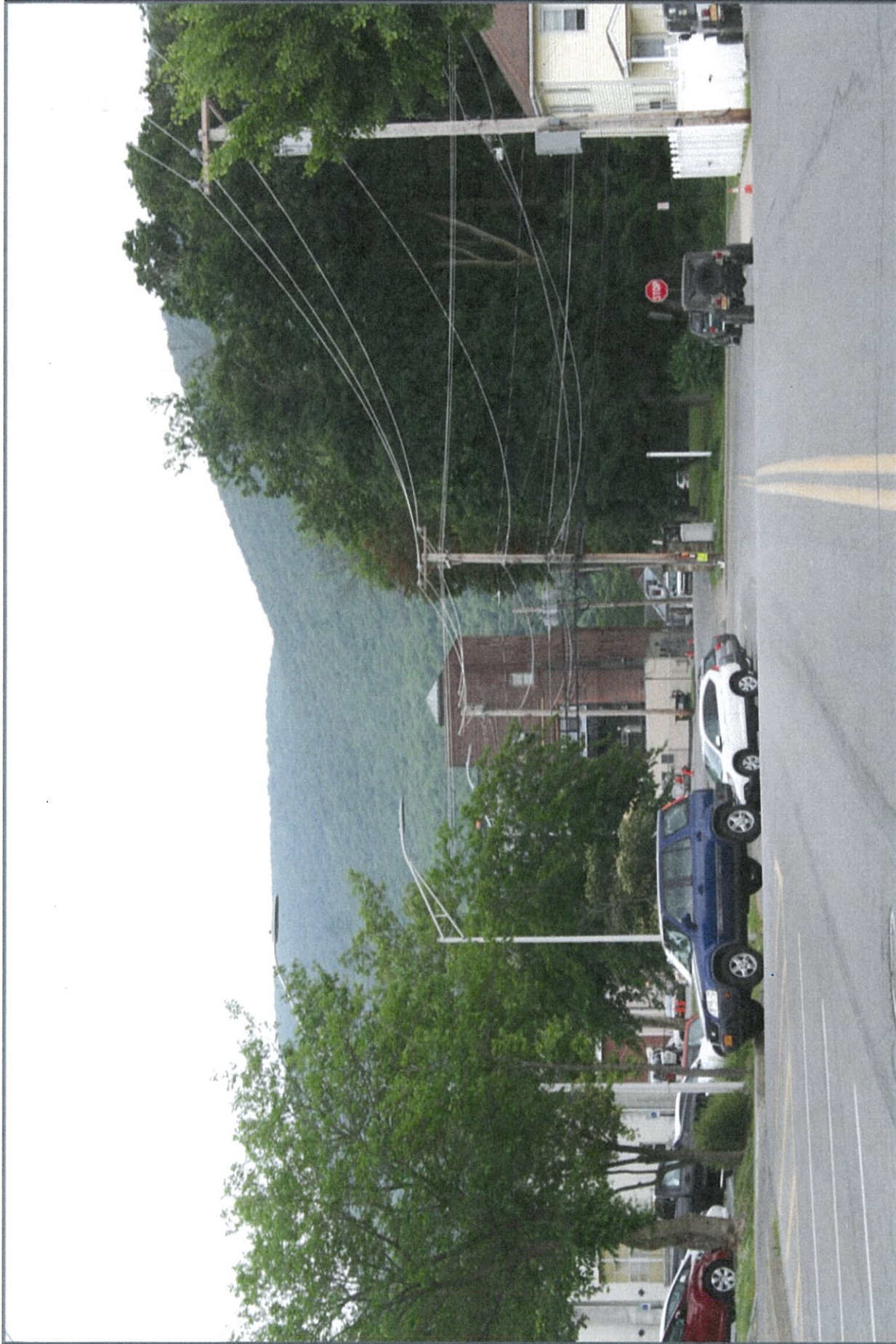
P-3

8668.17B



Looking northwest from 20 Van Nydeck Avenue.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 400'±

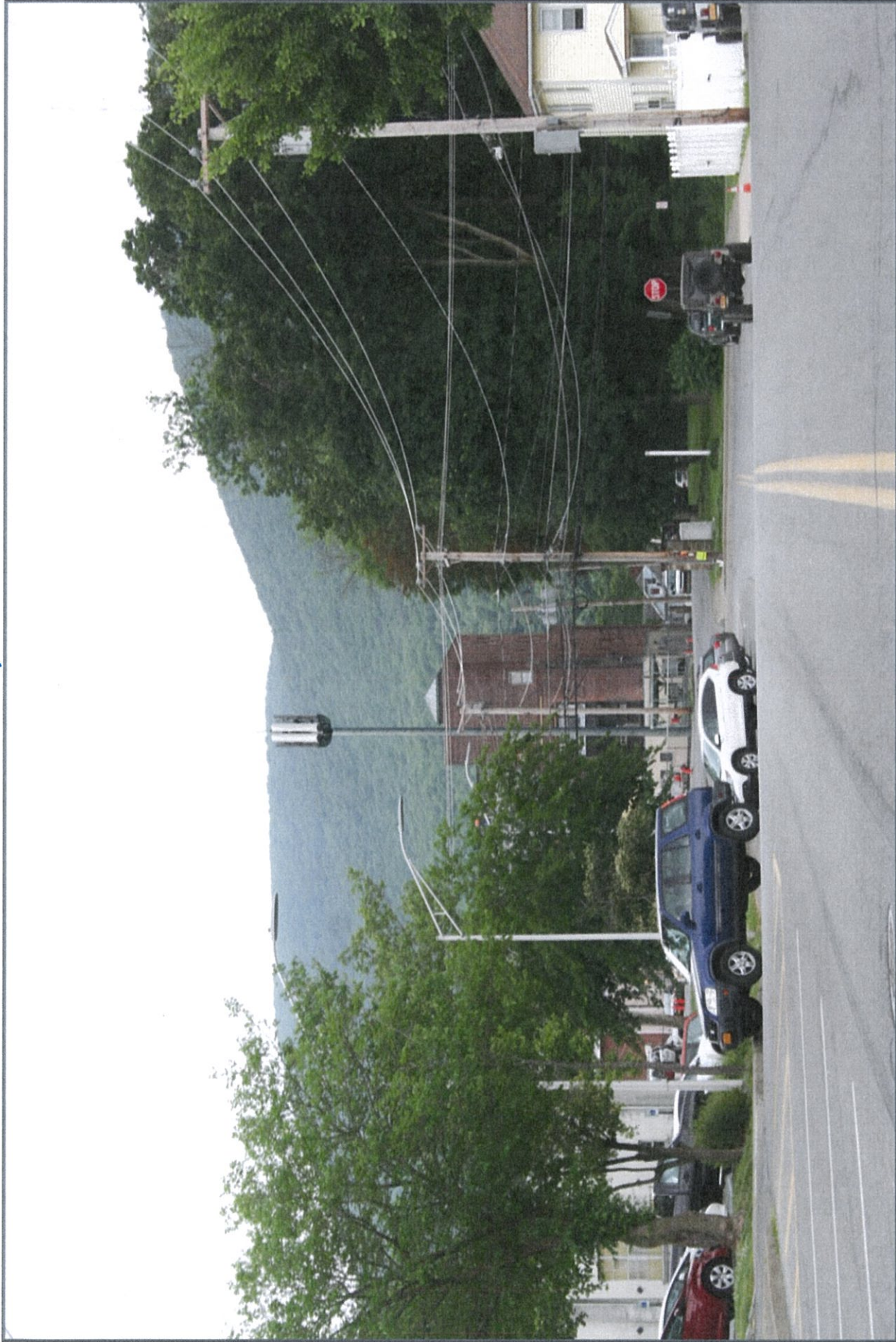


Looking southeast from the intersection of Henry Streey & Veterans Place.
Proposed installation will be visible from this location.

Distance from the photographic location to the proposed site is 700'±

P-4

8668.17B



Looking southeast from the intersection of Henry Streey & Veterans Place.
Proposed installation is visible from this location.

Distance from the photographic location to the proposed site is 700'±

S-4

8668.17B

From: towernotifyinfo@fcc.gov
To: [White Plains Cultural Resources](#)
Subject: Section 106 Notification of SHPO/THPO Concurrence with Conditions- Email ID #3645863
Date: Friday, April 26, 2019 12:46:33 PM

This is to notify you that the Lead SHPO/THPO has concurred with the following filing, with conditions:

Date of Action: 04/26/2019

Direct Effect: No Adverse Effect on Historic Properties in APE

Visual Effect: No Adverse Effect on Historic Properties in APE

Comment Text: The NYSHPO concurs with the recommended effect finding based on the following conditions being met: new panels will be covered with 3M obscure film to help mask visual clutter from the NR Listed Madam Brett Home. No additional antennae will be added to the structure in the future. Completed project photographs are to be submitted to the NYSHPO. Reviewed by J.A. Bonafide, NYSHPO

File Number: 0008611519

TCNS Number: 184617

Purpose: Collocation Submission Packet

Has the Communications Tower or Non-Tower Structure been the subject of SHPO/THPO review? No

Notification Date: 7AM EST 04/24/2019

Applicant: Verizon Wireless

Consultant: CBRE Telecom Advisory Services

Positive Train Control Filing Subject to Expedited Treatment Under Program Comment: No

Site Name: Electric Blanket - D

Site Address: 423-425 Main Street

Detailed Description of Project: Electric Blanket - D/FUZE 616279176/TS90421379 - proposed collocation of a telecommunications facility on the existing building with tower

Site Coordinates: 41-30-10.7 N, 73-58-0.0 W

City: Beacon

County: DUTCHESS

State: NY

Lead SHPO/THPO: New York State Historic Preservation Office

NOTICE OF FRAUDULENT USE OF SYSTEM, ABUSE OF PASSWORD AND RELATED MISUSE

Use of the Section 106 system is intended to facilitate consultation under Section 106 of the National Historic Preservation Act and may contain information that is confidential, privileged or otherwise protected from disclosure under applicable laws. Any person having access to Section 106 information shall use it only for its intended purpose. Appropriate action will be taken with respect to any misuse of the system.



Network Engineering - UPNY
1275 John Street, Suite 100
West Henrietta, New York 14586

Oct 07, 2019

Planning Board
City of Beacon, NY
1 Municipal Plaza
Beacon, New York 12508

RE: Electric Blanket Macro – Application of Verizon Wireless - Non-Interference Letter

Ladies and Gentlemen:

With respect to the above application, and in accordance with applicable provisions of the Wireless Telecommunications Facilities Siting Law for the City of Beacon, Verizon Wireless ("Verizon Wireless") operates Wireless Communications Forth Generation (4G) Services, Personal Communication Service (PCS) and/or Cellular Radiotelephone Services network authorized by the Federal Communications Commission (FCC) to provide state of the art digital and/or cellular wireless communications in many parts of the nation, including upstate New York. Verizon Wireless' operations and network are licensed and regulated by the FCC.

Verizon Wireless' radio equipment is designed to transmit frequencies only within the allocated frequency bands and each transmitter is carefully adjusted to comply with FCC regulations for power output and frequency. These procedures prevent interference with other radio services, public safety communications, airport navigation, cordless phones, computers and other community office or residential household appliances.

The incidence of these transmissions causing interference with other radio service is rare. All other radio communication services, including broadcast radio and television, are assigned to specific frequency bands, separate and distinct from cellular and other frequencies. For instance, AM Radio operates between 0.5 -1.5 MHz and VHF Television operates between 54 - 215 MHz. In addition, receivers for other services are similarly designed to prevent interference from out of band service. In the unlikely event that malfunctioning equipment or improper settings are shown to cause interference with an existing service, Verizon Wireless would be required, under the conditions of its FCC license, to take immediate steps to correct any problems.

Thank you for considering this application.

Very truly yours,

Michael R. Crosby

Michael R. Crosby
Radio Frequency (RF) Design Engineer

Verizon Wireless Communications Facility

Engineering Necessity Case – “Electric Blanket”



- City of Beacon
- Project Location “Electric Blanket”
- Beacon DT
- Town of Fishkill
- Mt. Beacon Existing Site

Prepared by: Michael R. Crosby

Project: The project is the installation and operation of a rooftop tower co-located wireless telecommunications site in the City of Beacon (the “Project Facility”).

verizon✓

October 7, 2019

Introduction

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

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

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

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

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

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

Project Need Overview

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

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

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

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

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

Following the search for co-locatable structures to resolve the aforementioned challenges several suitable candidates were identified (see site selection analysis on p26 for further detail). Unfortunately, several of these building owners were unwilling to entertain co-location efforts and in some cases there were constructability issues preventing co-location. As a result, Verizon proposes the current application to attach it's antennas to Fire Department rooftop mounted tower. Verizon's antennas will utilize 63' and 57' for the ACL's (Antenna Center Lines) with a top of antenna height of 65'. This solution will provide the necessary coverage and capacity improvements needed.

Wireless LTE (Voice and Data) Growth



Wireless smart city solutions are being used to track available parking and minimize pollution and wasted time.



These same solutions are being used to track pedestrian and bike traffic to help planning and minimize accidents.



Smart, wireless connected lighting enables cities to control lighting remotely, saving energy and reducing energy costs by 20%.



4G technology is utilized to track and plan vehicle deliveries to minimize travel, maximize efficiency, and minimize carbon footprint.



4G technology is also used to monitor building power usage down to the circuit level remotely, preventing energy waste and supporting predictive maintenance on machines and equipment.



Wireless sensors placed in shipments are being used to track temperature-sensitive medications, equipment, and food. This is important for preventing the spread of food-borne diseases that kill 3,000 Americans each year.

Source: Verizon Innovation Center, February, 2018

Wireless is a critical component in schools and for today's students.



20,000 learning apps are available for iPads. 72% of iTunes top selling educational apps are designed for preschoolers and elementary students.



600+ school districts replaced text books with tablets in classrooms.



77% of parents think tablets are beneficial to kids.

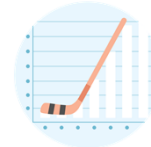


74% of school administrators feel digital content increases student engagement.



70% of teens use cellphones to help with homework.

Source: CTIA's Infographics Today's Wireless Family, October, 2017



The average North American smartphone user will consume 48 GB of data per month in 2023, up from just 5.2 GB per month in 2016 and 7.1 GB per month in 2017 .¹



Of American homes are wireless only.²

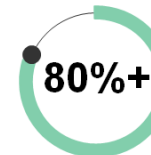


In North America, the average household has 13 connected devices with smartphones outnumbering tablets 6 to 1.³

¹. Ericsson Mobility Report, November 2017

². CDC's 2018 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, January-July, 2018

³. IHS Market Connected Device Market Monitor: Q1 2016, June 7, 2016



With over 80% of 9-1-1 calls now coming from cell phones...¹

240 million

911 calls are made annually. In many areas, 80% or more are from wireless devices.¹

¹. National Emergency Number Association, Enhancing 9-1-1 Operations With Automated Abandoned Callback & Location Accuracy (Motorola Solutions) (August 23, 2018)

A wireless network is like a highway system...



US, mobile data traffic was 1.3 Exabytes per month in 2016, the equivalent of 334 million DVDs each month or 3,687 million text messages each second **according to Cisco VNI Mobile Forecast Highlights, 2016-2021, Feb 2017**

verizon

Wireless facilities and property values.

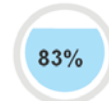
Cell service in and around the home has emerged as a critical factor in home-buying decisions.



National studies demonstrate that most home buyers value good cell service over many other factors including the proximity of schools when purchasing a home.



More than 75% of prospective home buyers said a good cellular connection was important to them.¹



The same study showed that 83% of Millennials (those born between 1982 and 2004) said cell service was the most important fact in purchasing a home.



90% of U.S. households use wireless service. Citizens need access to 911 and reverse 911 and wireless may be their only connection.²

¹. RootMetrics/Money, The Surprising Thing Home Buyers Care About More Than Schools, June 2, 2015
². CTIA, June 2015

Explanation of Wireless Capacity

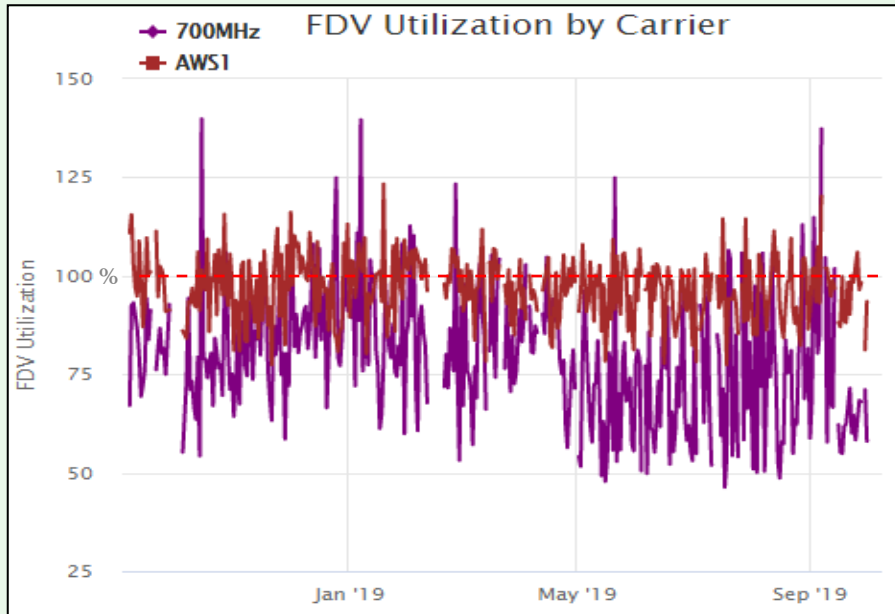


Capacity in this analysis is evaluated with up to three metrics further explained below. These metrics assist in determining actual usage for a given site as well as are used to project when a site is expected to run out of capacity (i.e. reach a point of exhaustion where it can no longer process the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

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

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

Capacity Utilization FDV (Mt. Beacon Gamma)



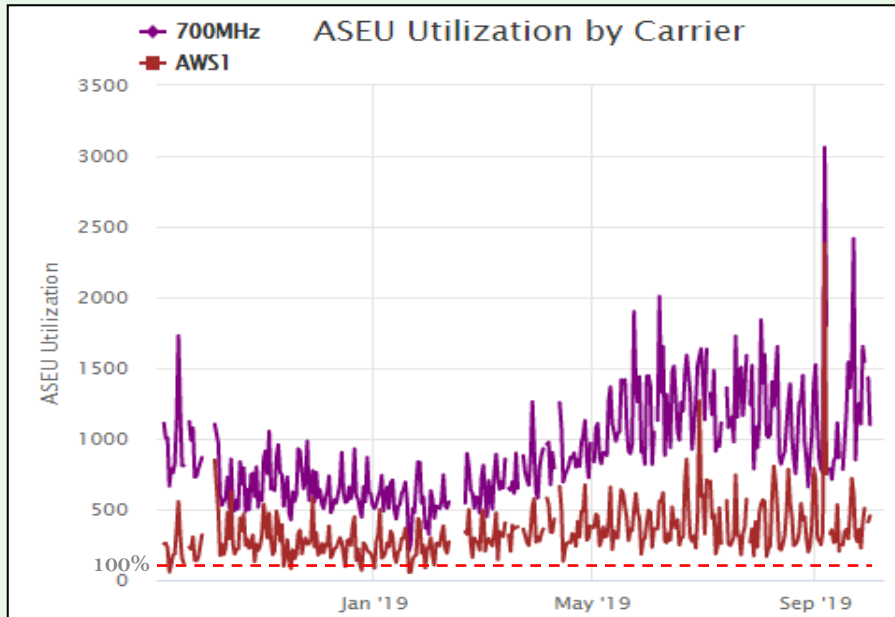
Summary: This graph shows FDV (**F**orward **D**ata **V**olume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

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

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

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

Capacity Utilization ASEU (Mt. Beacon Gamma)



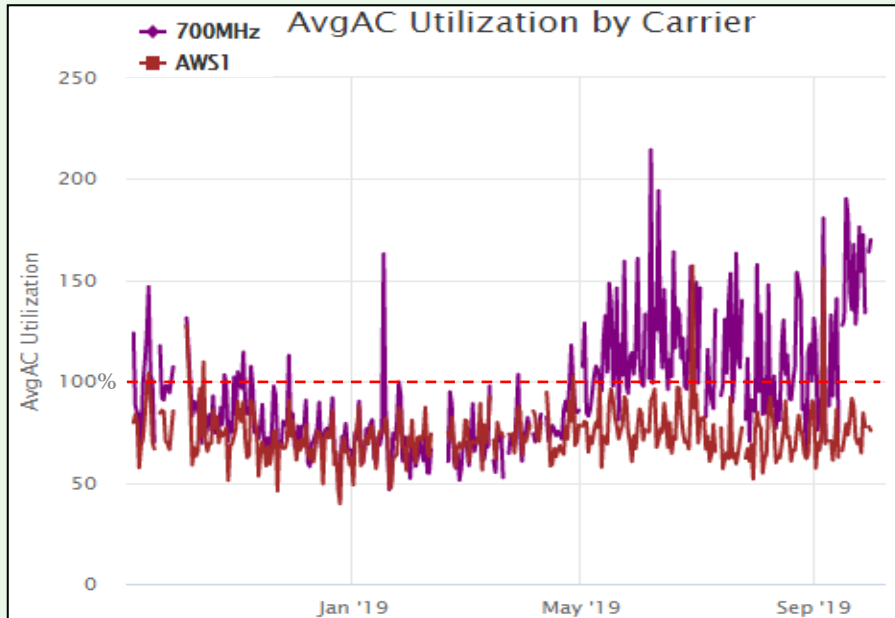
Summary: This graph shows ASEU (**A**verage **S**chedule **E**ligible **U**ser). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

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

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

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

Capacity Utilization AvgAC (Mt. Beacon Gamma)



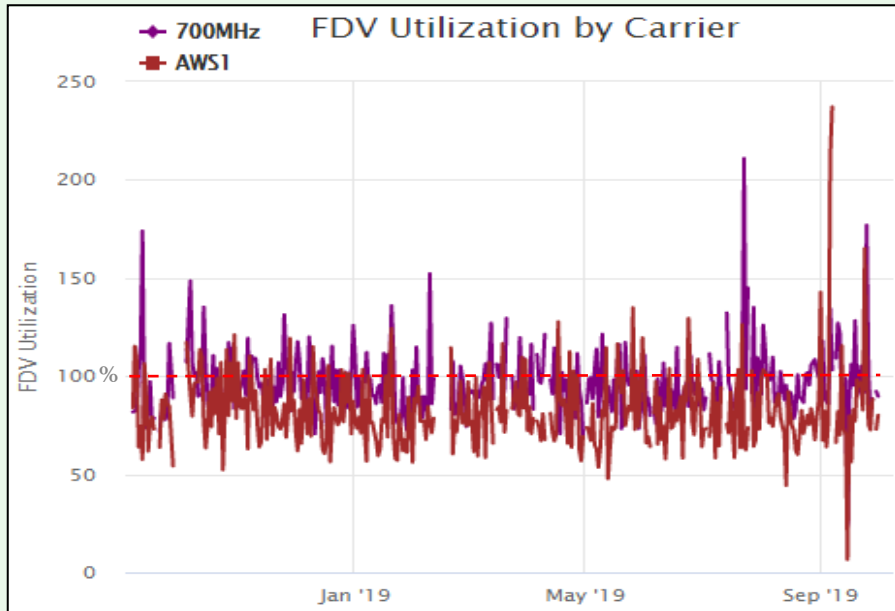
Summary: This graph shows AvgAC (**A**verage **A**ctive **C**onnections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures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

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

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

Detail: The existing **Mt. Beacon Gamma** sector shown above has exceeded it's capability of supporting AvgAC requirements as shown by the purple and dark red lines exceeding the max utilization threshold (red dashed line).

Capacity Utilization FDV (Beacon DT Alpha)



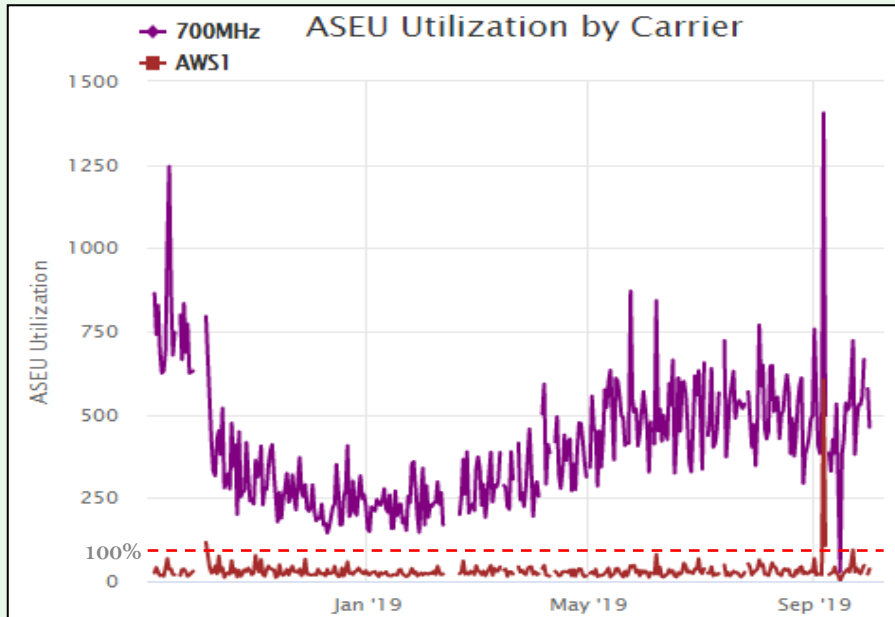
Summary: This graph shows FDV (**F**orward **D**ata **V**olume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

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

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

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

Capacity Utilization ASEU (Beacon DT Alpha)



Summary: This graph shows ASEU (**A**verage **S**chedule **E**ligible **U**ser). ASEU is a measurement of the loading of the control channels and systems of a given site. The ASEU load is heavily impacted by distant users or those in poor RF conditions.

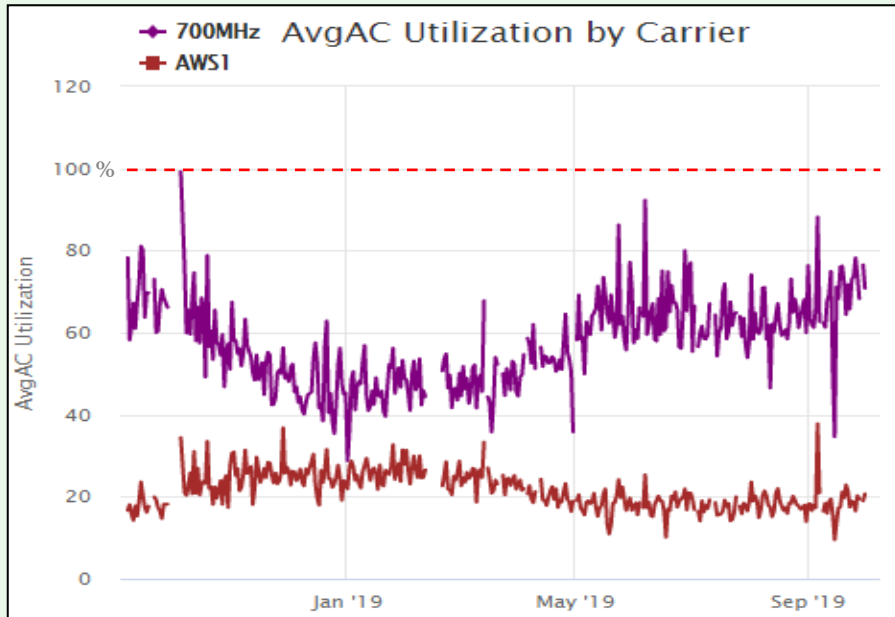
The purple line represents the daily max busy hour 700MHz utilization on the **Alpha** sector of the **Beacon DT** site. The dark red line represents the daily max busy hour 2100MHz (AWS) utilization on the **Alpha** sector of the **Beacon DT** site. The red dashed line is the limit where the sector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

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

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

Capacity Utilization

AvgAC (Beacon DT Alpha)



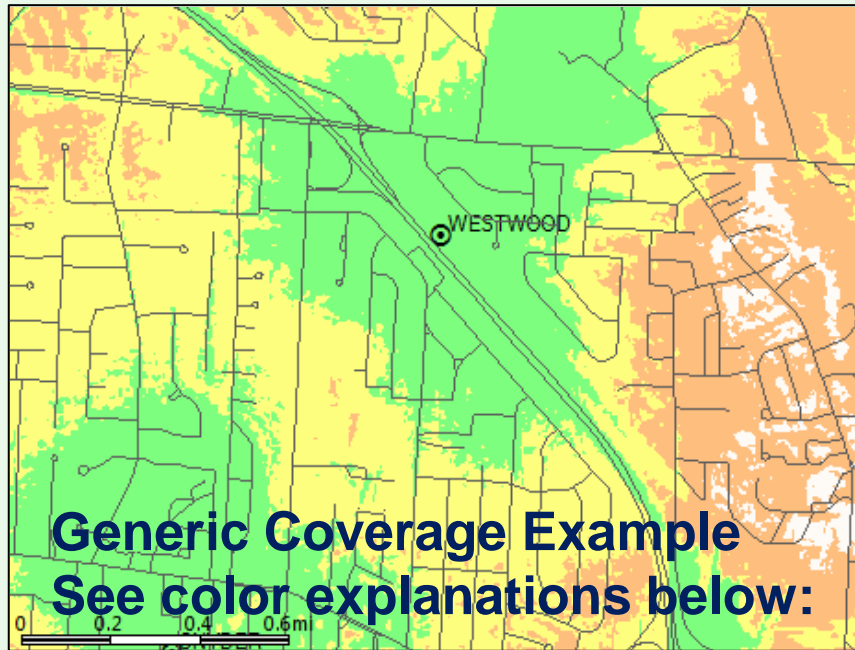
Summary: This graph shows AvgAC (**A**verage **A**ctive **C**onnections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection failures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

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

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

Detail: The existing **Beacon DT Alpha** sector is currently performing normally for this metric but is at risk for overloading at any time and is expected to reach consistent exhaustion in the near future if network densification solutions are not implemented in time.

Explanation of Wireless Coverage



Note the affect of clutter on the predicted coverage footprint above

****Dark Green = -75dBm RSRP**, typically serves dense urban areas as well as areas of substantial construction (colleges, hospitals etc.)

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

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

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

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

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

*Signal strength requirements vary as dictated by specific market conditions

.** Not displayed in example map

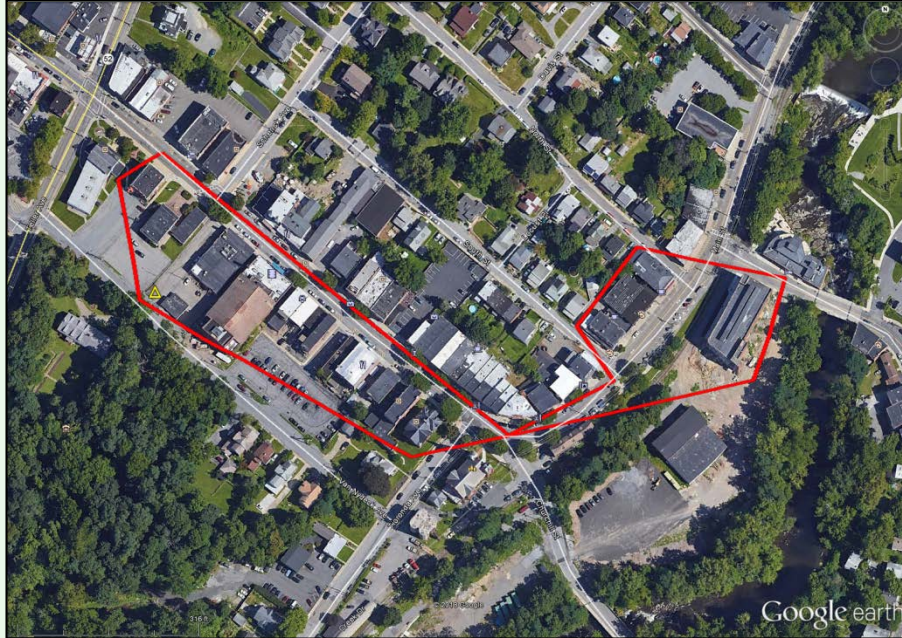
verizon✓

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

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

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

Explanation of this Search Area



Electric Blanket Search Area

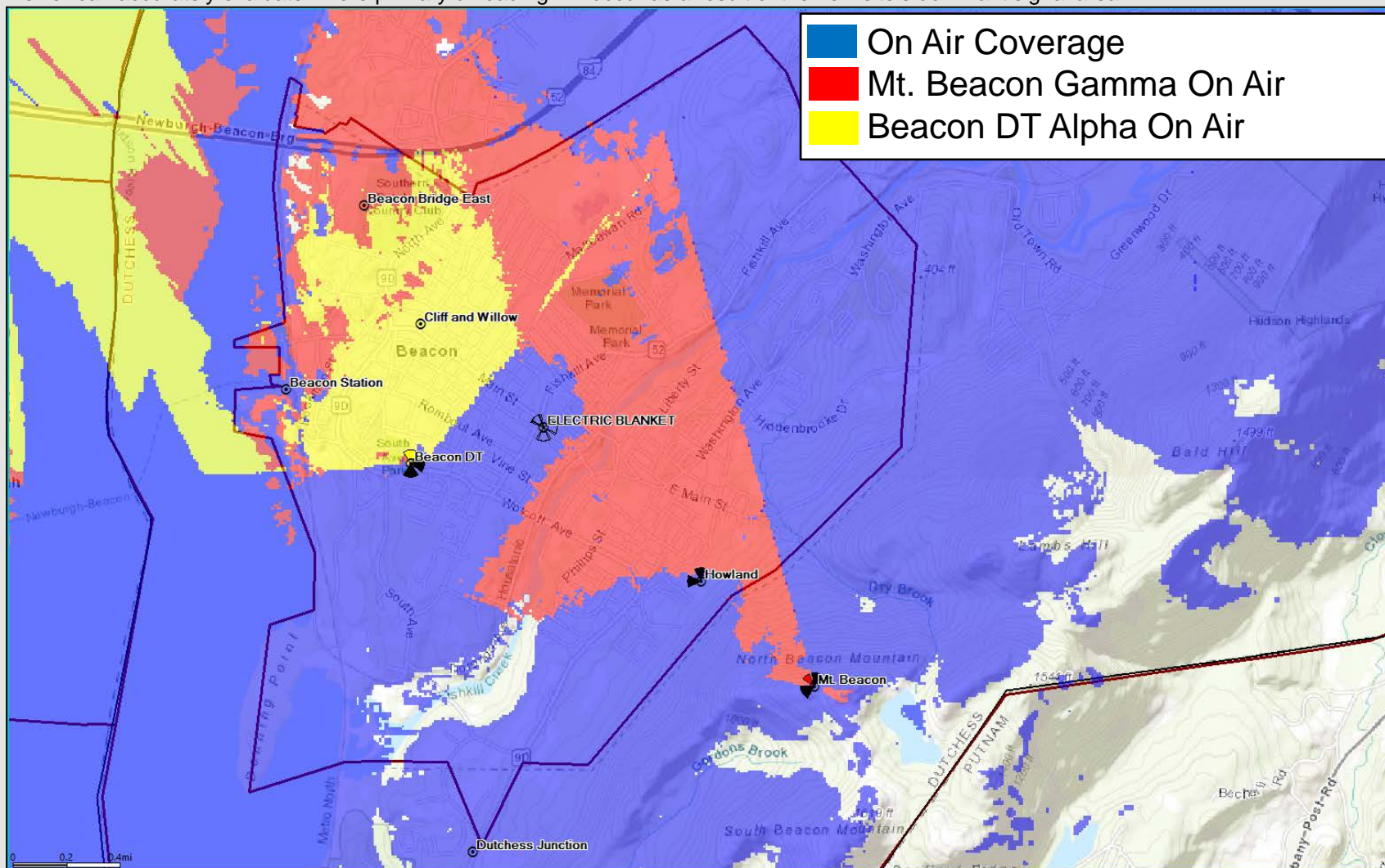
A **Search Area** is the geographical area within which a new site is targeted to solve a coverage or capacity deficiency. Three of the factors taken into consideration when defining a search area are topography, user density, and the existing network.

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

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

Existing 700MHz Best Server -95dBm RSRP

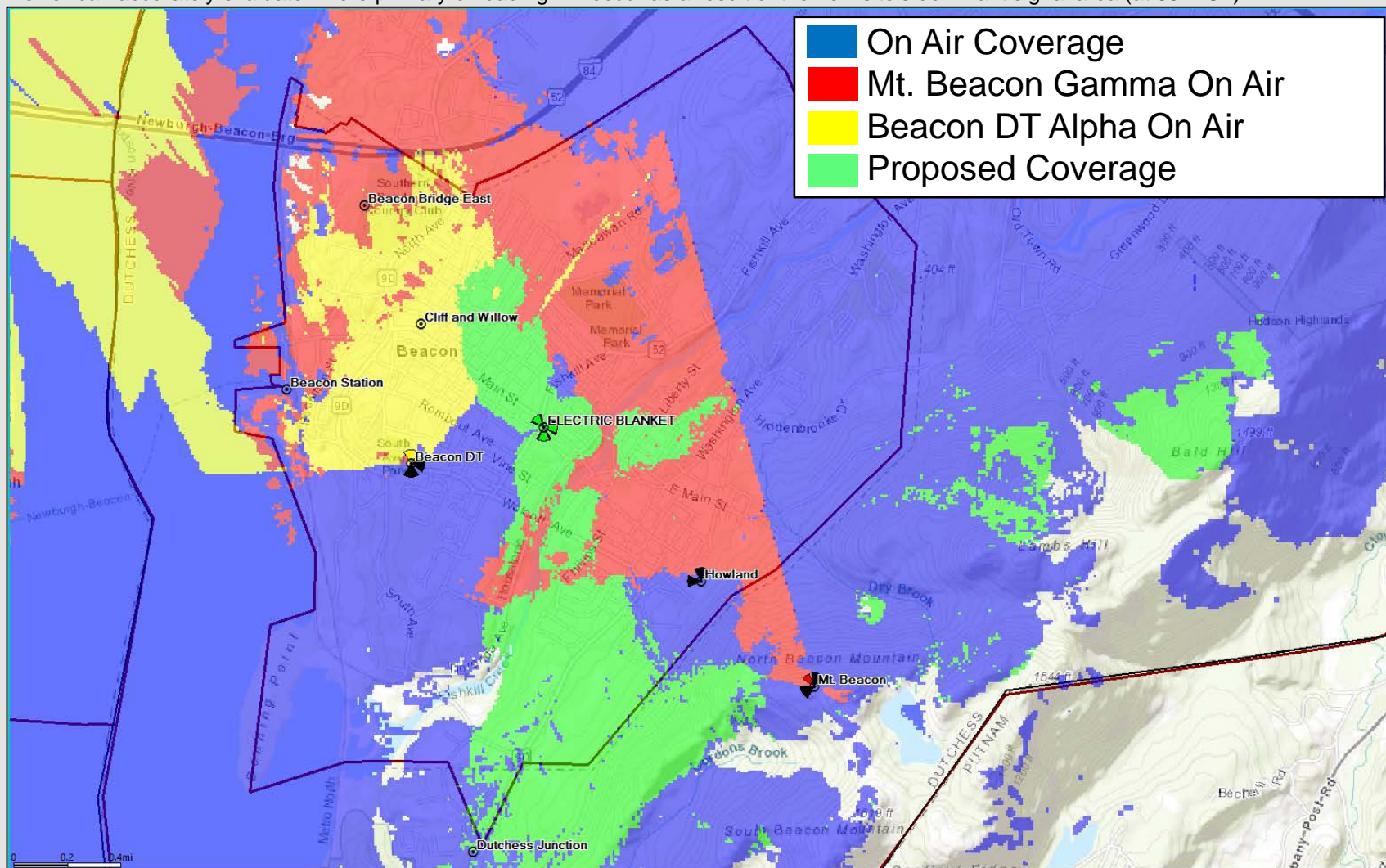
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area.



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

Proposed 700MHz Best Server -95dBm RSRP

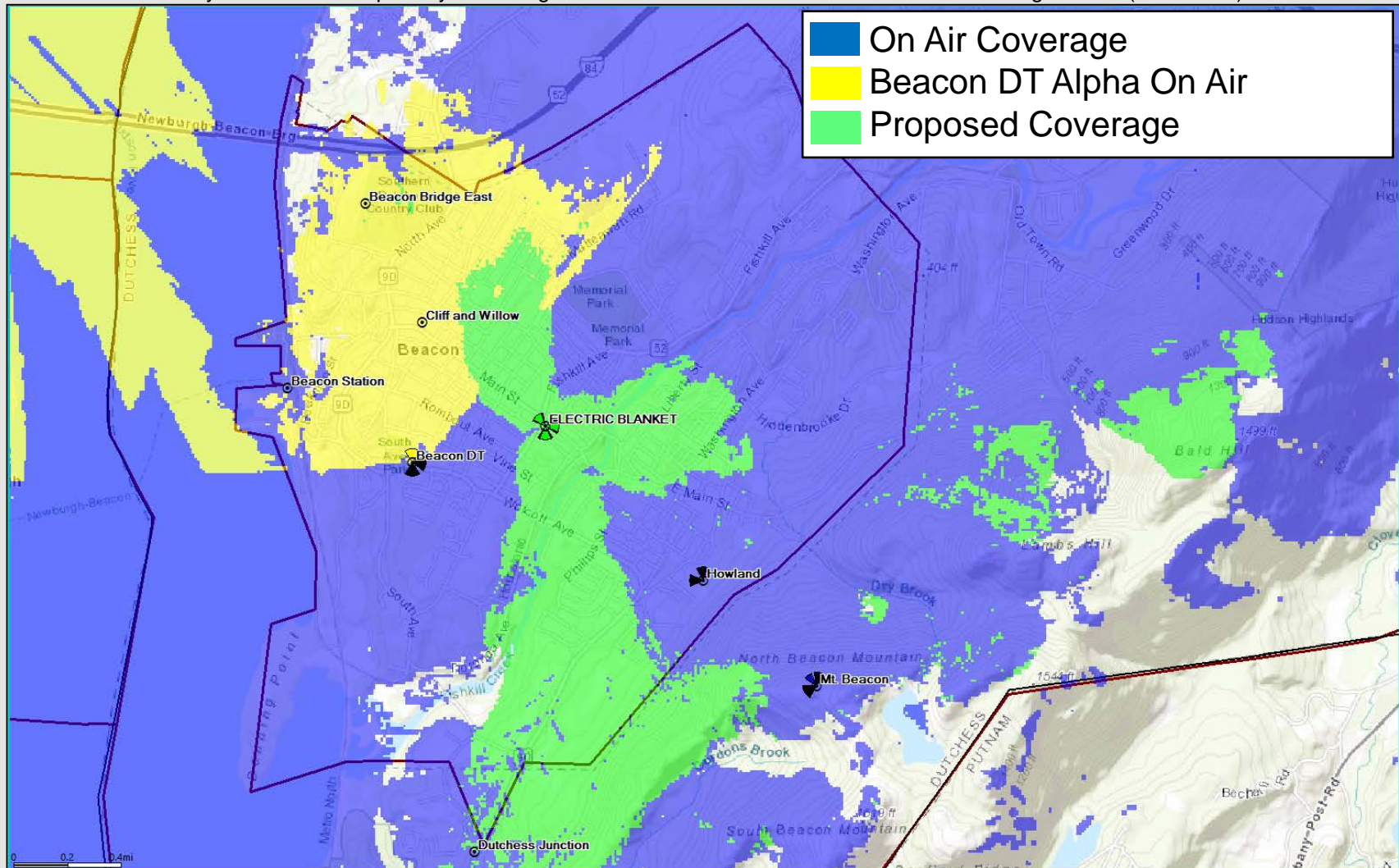
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area (at 63' ACL).



The map above adds the footprint of the proposed Electric Blanket site in green. The green best server footprint significantly overlaps the red and yellow cells helping to offload weak and distant users improving capacity and coverage.

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

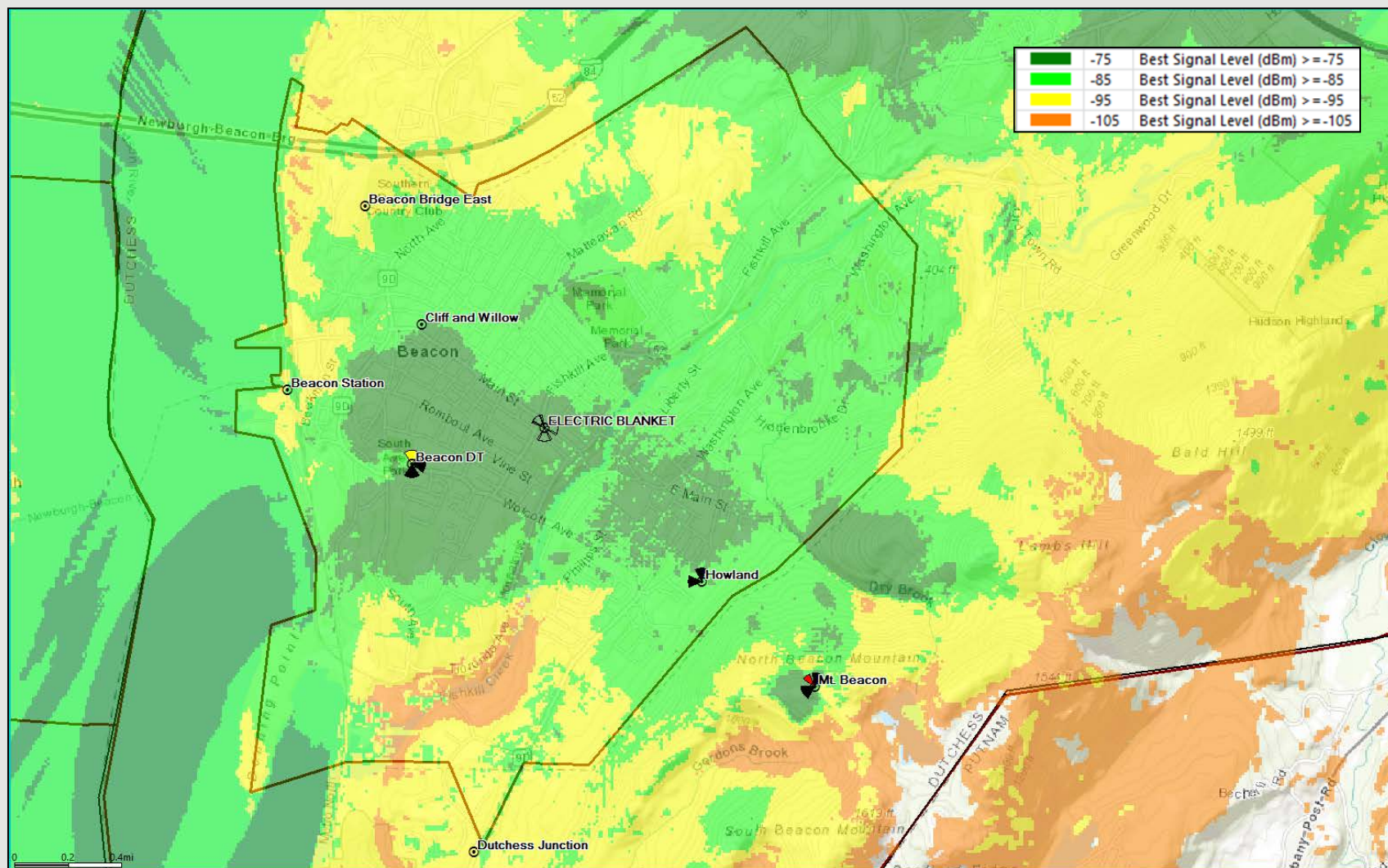
Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area (at 63' ACL).



The map above removes the footprint of the existing Mt. Beacon site showing the improved benefit and coverage footprint of the proposed Electric Blanket site (green coverage).

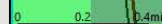
Existing 700MHz Coverage

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



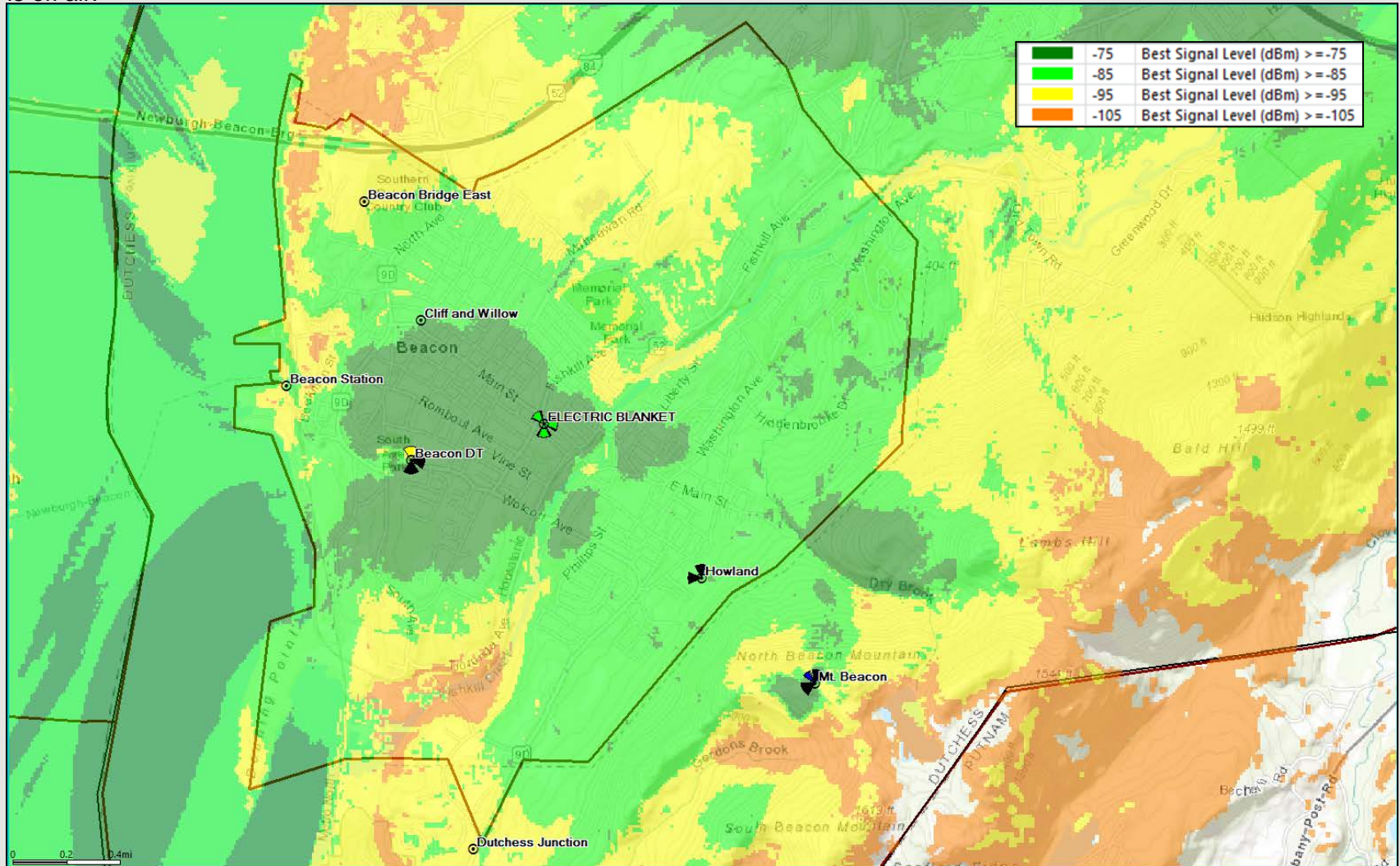
This coverage map shows future low band RF conditions in and around the Electric Blanket site area (at 63' ACL).

This coverage map shows future low band RF conditions in and around the Electric Blanket site area (at 63' ACL).



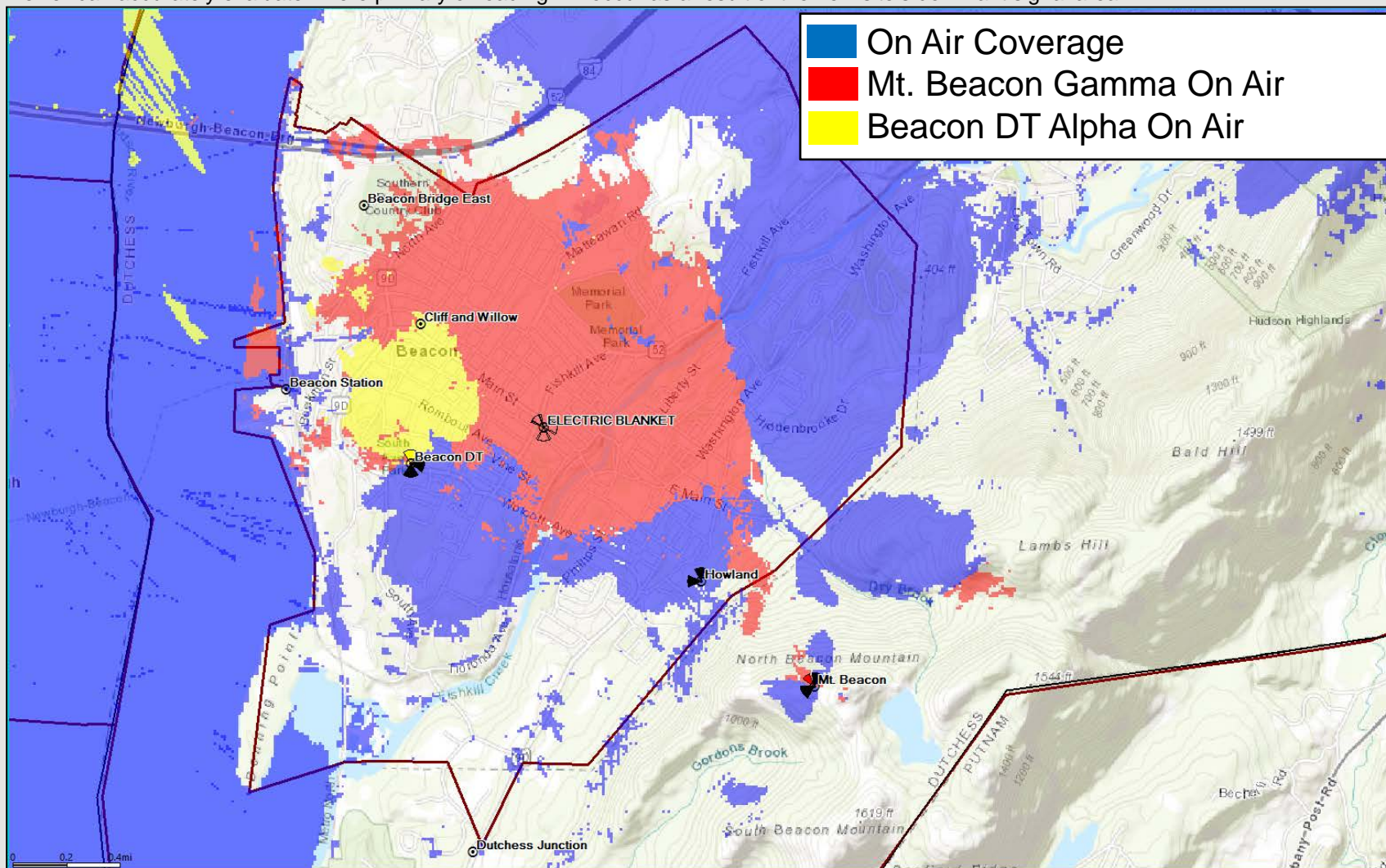
Existing 700MHz Coverage (Mt. Beacon OFF AIR)

This coverage map shows what future low band RF conditions will be in and around the Electric Blanket site area after Mt. Beacon is off air.



Existing 2100MHz Best Server -95dBm RSRP

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

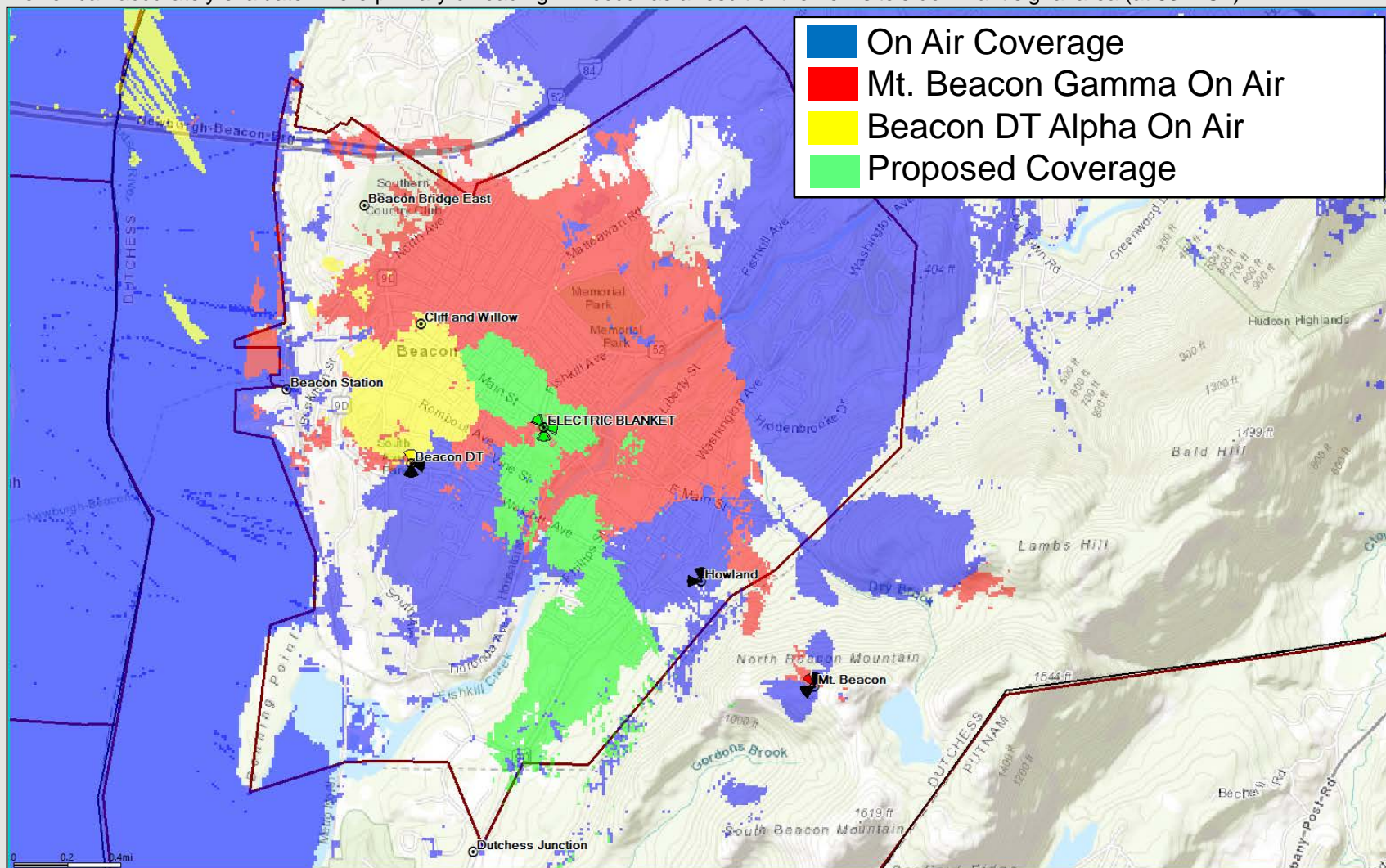


The map above represents coverage from existing sites/cells, with the cells in need of capacity offload in red (Mt. Beacon Gamma) and yellow (Beacon DT Alpha). Blue coverage is from other on air sites/sectors.

Note: Howland although not actually on air (at the time of this document) is shown as on air for planning purposes.

Proposed 2100MHz Best Server -95dBm RSRP

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area (at 63' ACL).

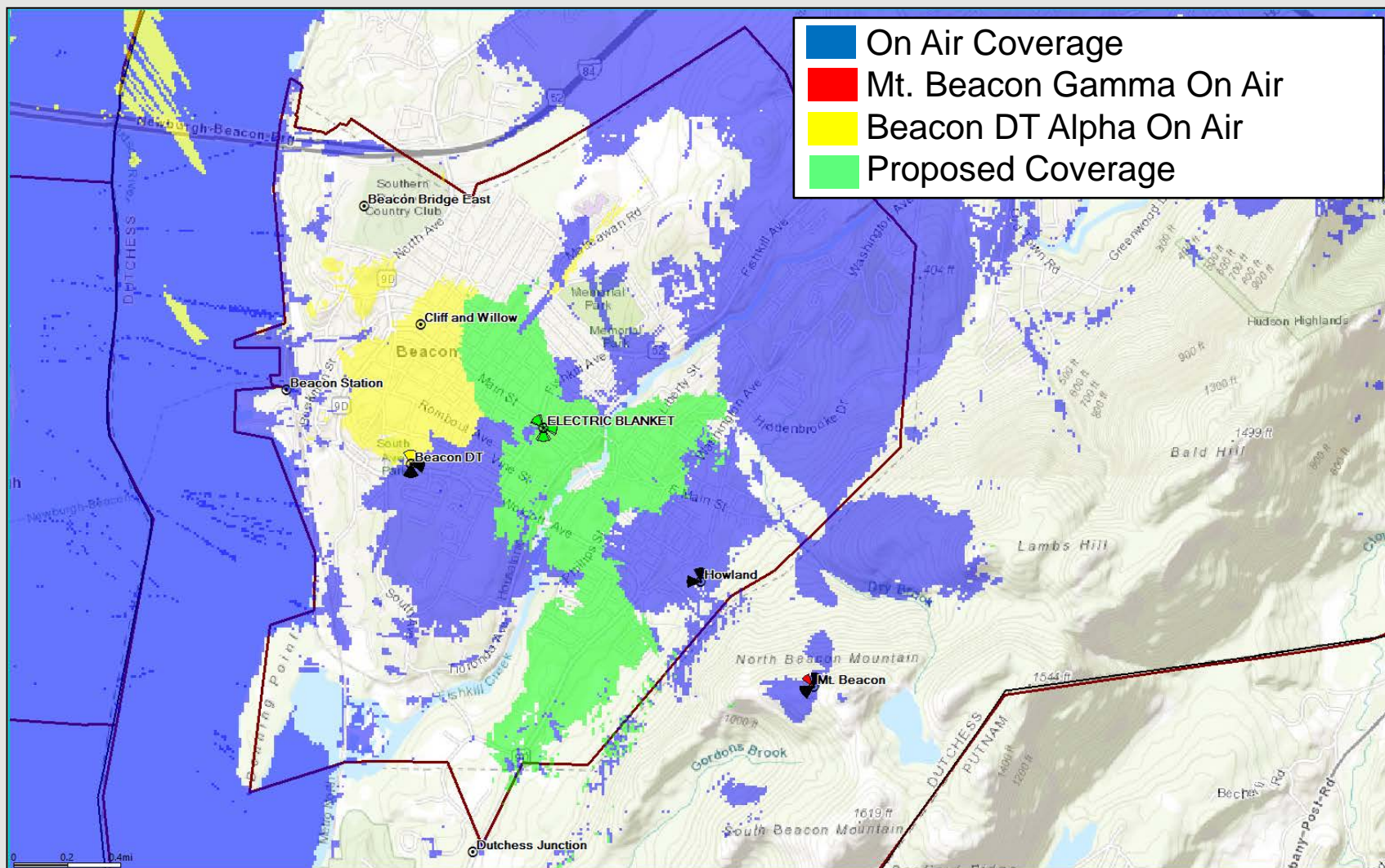


The map above adds the footprint of the proposed Electric Blanket site in green. The green best server footprint will significantly offload Mt. Beacon low and high band utilization which is part of the primary objectives for the new Electric Blanket site.

Note: Howland although not actually on air (at the time of this document) is shown as on air for planning purposes.

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

Best Server plots depict the actual best server or dominant footprint of each sector in question. The following map shows one threshold so the viewer can accurately evaluate where primary offloading will occur as a result of the new site's dominant signal area (at 63' ACL).

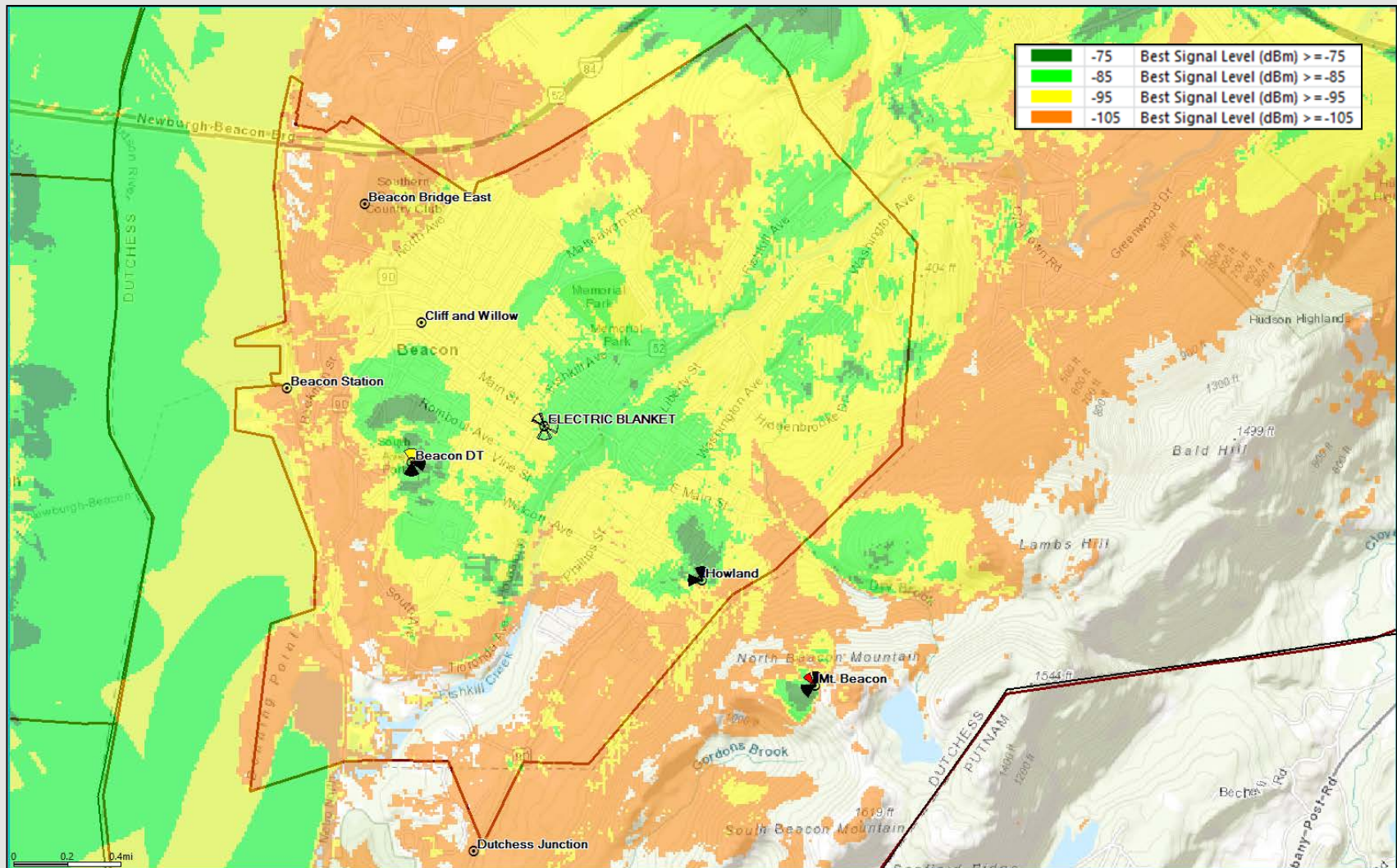


The map above removes the (red) footprint of Mt. Beacon Gamma as it is planned to be shut off due to excessive interference and inability to serve the intended area. The green best server footprint increases in size following the deactivation of Mt. Beacon Gamma revealing the true intended high band coverage area of the proposed Electric Blanket site.

Note: Howland although not actually on air (at the time of this document) is shown as on air for planning purposes.

Existing 2100MHz Coverage

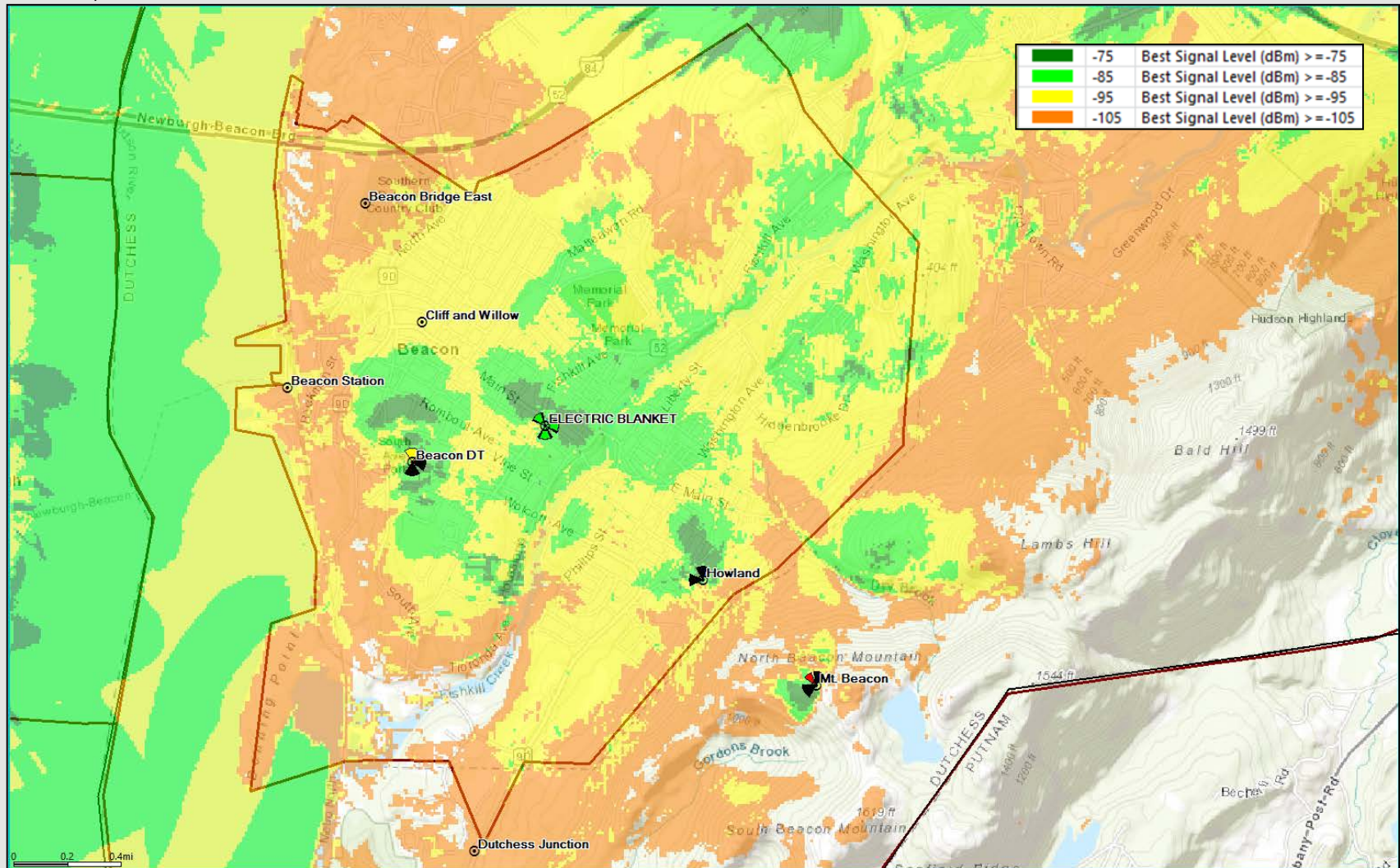
This coverage map shows existing high band RF conditions in and around the Electric Blanket site area.



Note: Howland although not actually on air (at the time of this document) is shown as on air for planning purposes.

Proposed 2100MHz Coverage

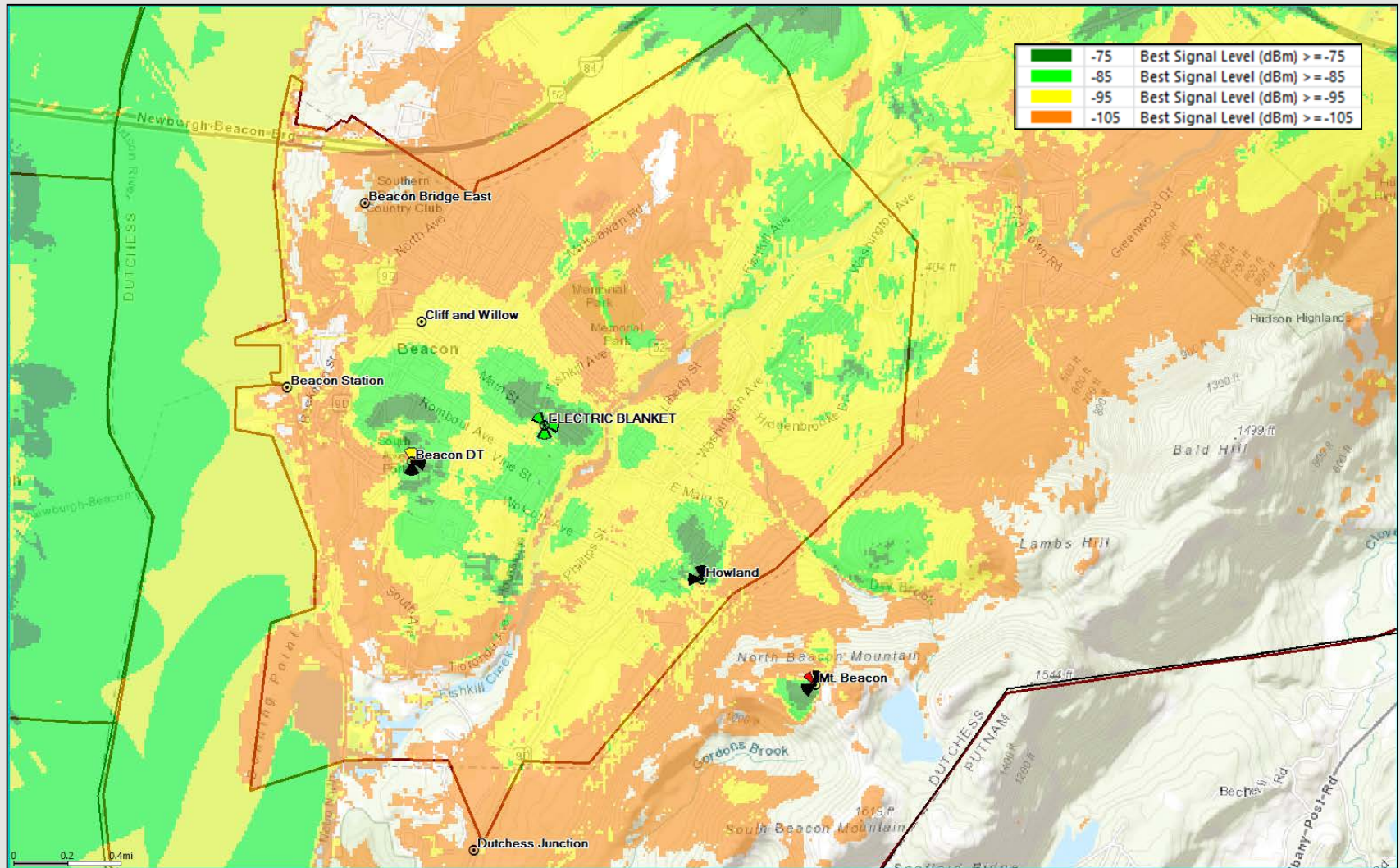
This coverage map shows future high band RF conditions (Electric Blanket on air) in and around the Electric Blanket site area (at 63' ACL).



Note: Howland although not actually on air (at the time of this document) is shown as on air for planning purposes.

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

This coverage map shows future high band RF conditions in and around the Electric Blanket site area after Mt. Beacon Gamma is off air.



Note: Howland although not actually on air (at the time of this document) is shown as on air for planning purposes.

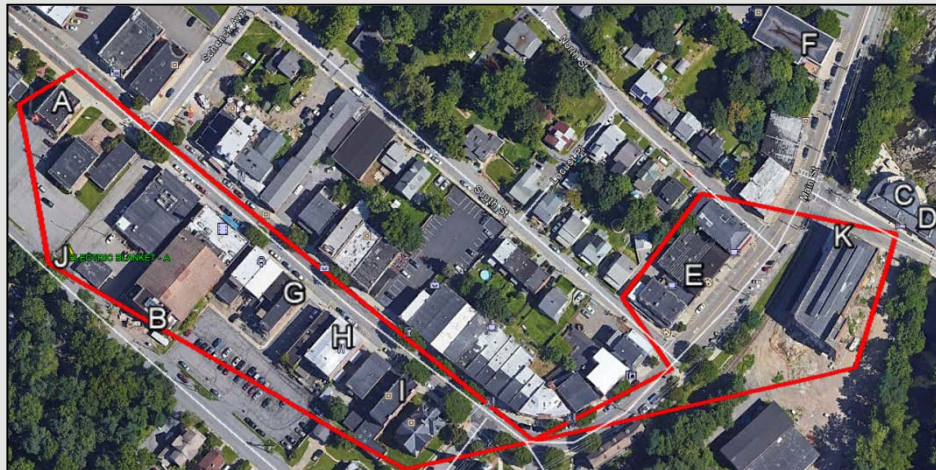
Site Selection Analysis

Several candidates were considered throughout the process of developing the Electric Blanket ring including:

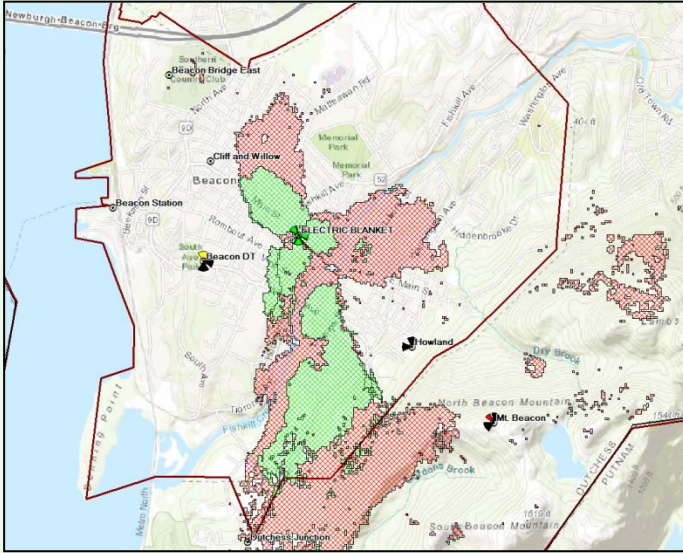
- A. 41.503010° , -73.966666° , (Fire Dept Roof/Tower Co-Lo) RF Approved (PRIMARY)
- B. 41.502189° , -73.966190° , (Theater) RF Approved, LL not interested
- C. 41.502663° , -73.962359° , (10 Boulevard LLC opt A) RF Rejected, too low, blocked by clutter, outside search area
- D. 41.502574° , -73.962230° , (10 Boulevard LLC opt B) RF Rejected, too low, blocked by clutter, outside search area
- E. 41.502353° , -73.963472° , (506-512 Main Street) RF Rejected, too low, blocked by clutter
- F. 41.503239° , -73.962872° , (544 Main Street) RF Rejected, too low, blocked by clutter, outside search area
- G. *41.502286° , -73.965498° , (455-457 Main Street) RF Approved, constructability issues
- H. *41.502118° , -73.965257° , (465 Main Street) RF Approved, constructability issues
- I. *41.501913° , -73.964953° , (475 Main Street) RF Approved, constructability issues
- J. 41.502422° , -73.966674° , (433 Main Street) RF Approved (BACKUP)
- K. 41.502501° , -73.962693° , (1 East Main Street) RF Approved, LL not interested

Candidates A-K were formally submitted from Verizon's real estate team to Verizon's RF Engineering team for review prior to zoning.

- **Approved candidates include:** The "K" candidate was originally the preferred co-locatable existing structure, however the LL was not interested. The "B" candidate was RF approved but the LL was never interested. Candidates "G", "H" and "I" were all RF Approved and investigated however each suffered from constructability issues rendering these locations not usable. Some of these issues include lack of antenna mounting location, rooftop structural loading capacity, lacking necessary ground space, rooftop OSHA related access issues etc...
- **Rejected candidates include:** The "C", "D", "E" and "F" candidates were RF rejected due to being too low and blocked by area clutter failing to meet the project needs. Some of these candidates were outside the search area.
- **Zoning candidate:** The "A" candidate (Fire Dept) was RF Approved and is current primary candidate. The "J" candidate was identified as RF Approved, has a willing LL and is the backup candidate. The backup candidate does require the construction of a new 80' tall tower that will allow the antennas to be located in a fashion that will allow adequate and reliable coverage to the project area.



RF Justification Summary



The proposed site at 63' improves coverage and capacity within the entire green (high band) and red (low band) shaded areas shown above. The significant gaps within these areas which currently result with overburdened low band conditions as clearly shown on slides 7&10 will be significantly improved and are expected to be resolved in conjunction with other area activations (including Cliff & Willow, Howland and others) which further allow for deactivation of Mt. Beacon Gamma sector.

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

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

Michael R. Crosby

Michael R. Crosby
Engineer IV – RF Design
Verizon Wireless

Supplemental: Alternative Candidates

Alternate candidates in the RF search area were considered throughout the process of developing the “Electric Blanket” proposed location including:

- (A): 41.50237° , 73.96618° - 31 Van Nyack Avenue – Property owner not interested in collocation on the building.
- (B): 41.50242° , 73.96666° - 433 and 443 Main Street – Proposed 80’ monopole on Verizon NY property. Verizon NY has an executed lease with Verizon Wireless. Verizon Wireless zoning application has been submitted to the City and Verizon Wireless intends to proceed with this location if the proposed rooftop lease at the firehouse is not approved.
- (C): 41.50207° , 73.96529° - 465 Main Street – The property could not be pursued due to access constraints and an inability to safely address OSHA related concerns.
- (D): 41.5023° , 73.96284° - 1 East Main Street - Property owner did not respond to repeated attempts of contact. No interest expressed.

City of Beacon Workshop Agenda
10/15/2019

Title:

Budget Amendment

Subject:

Background:

ATTACHMENTS:

Description	Type
Budget Amendment	Budget Amendment

Council Budget Amendments
October 8, 2019 Meeting

1. Amend the 2019 General Fund Legal Budget for legal bills not originally budgeted. Below is the proposed budget amendment:

Transfer to:

A -01-1420-450400-	ATTORNEYS	\$ 25,000
A -01-1420-450454-	EMPLOYEE DISCIPLINE	1,375
A -01-1420-456500-	CIVIL ACTION EXPENSE	5,267
	Total	<u>\$ 31,642</u>

Transfer from:

A -01-1990-400001-	CONTINGENCY	<u>\$ 31,642</u>
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2. Amend the 2019 General Fund Fire budget for overtime for the department. Due to unanticipated transfers and the using of sick time, overtime was used for utilized for shift coverage. Please see attached memo from the Fire Chief. Below is the proposed budget amendment which will cover the costs for the rest of 2019:

Transfer to:

A -03-3410-105101-	OVERTIME	<u>\$ 53,400</u>
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Transfer from:

A -01-1990-400001-	CONTINGENCY	<u>\$ 53,400</u>
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Respectfully submitted,
Susan K. Tucker CPA