



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

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

December 16, 2019  
7:00 PM  
City Council Agenda

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comment:**

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

**Reports:**

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

**Local Laws and Resolutions:**

1. Resolution Approving the Appointment of Christopher Baum as a City of Beacon Firefighter
2. Resolution Approving the Appointment of Michael J. Connor as a City of Beacon Police Officer
3. Resolution Approving the Appointment of Seth M. Nash as a City of Beacon Police Officer
4. Resolution Approving a Special Use Permit for 296 Main Street
5. Resolution Declaring City Council's Intent to Act as Lead Agency Regarding the 2 and 4 Cross Street Project Proposal
6. Resolution Authorizing a Lease Agreement for Location of Verizon Wireless Cellular Antennae Facility on New Telecommunication Facility at 7 Cross Street
7. Resolution Authorizing the Extension of an Agreement with Royal Carting for Waste Collection Services
8. Resolution Authorizing a Future Operation and Maintenance Agreement Between the City of Beacon and Beacon Engine Company No. 1

**Approval of Minutes:**

- City Council Meeting Minutes December 9, 2019

**2nd Opportunity for Public Comments:**

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

**Adjournment:****Upcoming Agenda Items:**



**CITY OF BEACON  
CITY COUNCIL  
RESOLUTION NO.                      OF 2019**

**RESOLUTION APPOINTING CHRISTOPHER BAUM AS A  
CITY OF BEACON FIREFIGHTER**

**WHEREAS**, the City of Beacon was awarded a Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$537,000 over three years in order to provide financial support in the hiring of three Firefighters, and

**WHEREAS**, Christopher Baum meets the qualifications for the position of Firefighter; and

**WHEREAS**, the Mayor seeks to appoint Christopher Baum to the position of Firefighter with the City of Beacon Fire Department and to have the City Council approve the appointment.

**NOW, THEREFORE BE IT RESOLVED**, that pending the successful completion of a career firefighter physical on December 17, 2019, the Mayor hereby appoints, with the consent of the City Council, Christopher Baum to the position of Firefighter with the City of Beacon Fire Department effective January 6, 2020.

<b>Resolution No. ____ of 2019</b>		<b>Date: <u>December 16, 2019</u></b>					
<input type="checkbox"/> Amendments						<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.		<input type="checkbox"/> On roll call				<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
<b>Motion Carried</b>							



**CITY OF BEACON  
CITY COUNCIL  
RESOLUTION NO.            OF 2019**

**RESOLUTION APPOINTING MICHAEL J. CONNOR AS A  
CITY OF BEACON POLICE OFFICER**

**WHEREAS**, Michael J. Connor meets the qualifications for the position of Police Officer;  
and

**WHEREAS**, the Mayor seeks to appoint Michael J. Connor to the position of Police Officer  
with the City of Beacon Police Department and to have the City Council approve the appointment.

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor hereby appoints, with the consent  
of the City Council, Michael J. Connor to the position of Police Officer of the City of Beacon Police  
Department effective December 23, 2019.

<b>Resolution No. ____ of 2019</b>			<b>Date: <u>December 16, 2019</u></b>				
<input type="checkbox"/> <b>Amendments</b>						<input type="checkbox"/> <b>2/3 Required.</b>	
<input type="checkbox"/> <b>Not on roll call.</b>			<input type="checkbox"/> <b>On roll call</b>			<input type="checkbox"/> <b>3/4 Required</b>	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					





**CITY OF BEACON  
CITY COUNCIL  
RESOLUTION NO.                      OF 2019**

**RESOLUTION APPOINTING SETH M. NASH AS A  
CITY OF BEACON POLICE OFFICER**

**WHEREAS,** Seth M. Nash meets the qualifications for the position of Police Officer; and

**WHEREAS,** the Mayor seeks to appoint Seth M. Nash to the position of Police Officer with the City of Beacon Police Department and to have the City Council approve the appointment.

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor hereby appoints, with the consent of the City Council, Seth M. Nash to the position of Police Officer of the City of Beacon Police Department effective December 23, 2019.

<b>Resolution No. ____ of 2019</b>			<b>Date: <u>December 16, 2019</u></b>				
<input type="checkbox"/> <b>Amendments</b>						<input type="checkbox"/> <b>2/3 Required.</b>	
<input type="checkbox"/> <b>Not on roll call.</b>			<input type="checkbox"/> <b>On roll call</b>			<input type="checkbox"/> <b>3/4 Required</b>	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					



**CITY OF BEACON**

**CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2019

**RESOLUTION**

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

**Parcel ID# 5954-36-933866**

**WHEREAS**, Happy Valley Arcade, LLC (the “Applicant”), submitted an application for a Special Use Permit to convert an existing one-story rear garage into a bar with outdoor patio, maintaining the front building’s first floor retail use and second story office use (the “Proposed Action”) on property located at 296 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# 5954-36-933866** (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 “Site Plan Application-296 Main Street- Happy Valley Bar” last revised September 24, 2019, as prepared by Aryeh Siegel, Architect and Hudson Land Design:

Sheet	Title
Sheet 1 of 4	<i>Site Plan</i>
Sheet 2 of 4	<i>Existing Conditions and Demolition Map</i>
Sheet 3 of 4	<i>Plans &amp; Elevations</i>
Sheet 4 of 4	<i>Storm Water Utility Plan; and</i>

**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 October 15, 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 December 9, 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 December 9, 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 building to operate its bar and arcade 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. In addition, the front of the building's first floor retail use and second story office use will continue unchanged.
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 bar and arcade use is compatible with the surrounding commercial uses in the neighborhood. The Applicant is using an existing building. The garage will be fitted with new doors and a new entry door will be added on the Main Street side of the garage.
3. Operations in connection with the bar and arcade 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. The Applicant will comply with the City of Beacon regulations regarding both times and decibel levels. All live outdoor music shall be prohibited on the Property.
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. Parking is not required pursuant to Section 223-26.B(2) of the Code of the City of Beacon. The building has been in existence since April 20, 1964. The parking required for the Proposed Action amounts to less than a 25% increase from the parking required for the uses existing in 1964.

17 parking spaces would have been required in 1964 for the uses in existence at that time and 9 parking spaces are required for the current proposed uses.

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 bar is a unique establishment which will draw people to the City. In addition, the Applicant will maintain the front building's first floor retail use and second story office use.
6. The Proposed Action will enhance the architectural character of the street. The Proposed Action includes modification to the existing garage. The garage will be fitted with new doors and a new entry door will be added on the Main Street side of the garage.
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 bar and arcade.

**BE IT FURTHER RESOLVED**, that the City Council [GRANTS/DENIES] an application for Special Use Permit to Happy Valley Arcade, LLC, to convert an existing one-story rear garage into a bar with outdoor patio, maintaining the front building's first floor retail use and second story office use on property located at 296 Main Street in the Central Main Street (CMS) Zoning District as set forth and detailed on the plans prepared by Aryeh Siegel, Architect and Hudson Land Design, last revised September 24, 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 live music outside on the patio.
5. The Applicant shall modify the plans to remove the roll up overhead doors in the garage building.

6. The Planning Board shall examine the access door to be located on North Cedar Street to ensure it is only used as an emergency access and provides safe egress and ingress as there is no sidewalk located on North Cedar Street.
7. The Planning Board shall consider requiring the Applicant add privacy fencing and landscaping on the east side of the property between the outdoor patio at 296 Main Street and the building at 300 Main Street.
8. As used herein, the term “Applicant” shall include its heirs, successors and assigns.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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: December 16, 2019

<b>Resolution No. ____ of 2019</b>			<b>Date: <u>December 16, 2019</u></b>				
<input type="checkbox"/> <b>Amendments</b>						<input type="checkbox"/> <b>2/3 Required.</b>	
<input type="checkbox"/> <b>Not on roll call.</b>			<input type="checkbox"/> <b>On roll call</b>			<input type="checkbox"/> <b>3/4 Required</b>	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
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		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					

## § 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.

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

October 15, 2019

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

RE: Special Use Permit – Bar and Arcade  
296 Main Street

Applicant: Happy Valley Arcade, LLC

Dear Mayor Casale & Council Members:

At its September 10, 2019 and October 8, 2019 meetings, the Planning Board reviewed a Special Use Permit application from Happy Valley Arcade, LLC to convert an existing one-story rear garage into a bar and arcade with an outdoor patio. The application is a Type II action pursuant to SEQRA. The front of the building's first floor retail use and second story office use will continue unchanged. This proposal includes use of the garden space on the Main Street side of the property. The garage will be fitted with new doors and a new entry door will be added on the Main Street side of the garage. The parcel is located in the Central Main Street (CMS) zoning district.

The Planning Board's review of the application, particularly concerning the use of the premises as a bar and arcade, focused in part on potential impacts to the neighborhood from noise as there are residential uses in close proximity. At the request of the Planning Board, the Applicant included hours of operation on the plans and submitted a narrative description of the proposed use including information about potential sources of noise such as the arcade games within the building and speakers in the outdoor patio. The Board engaged in a good deal of discussion about the use of the patio in connection with the bar and arcade use, as well as the use of the garage doors which front on North Cedar Street.

After careful review, members voted unanimously in support of the Special Use Permit for the bar use in this location, subject to the applicant returning to the Planning Board for final Site Plan Approval. The Planning Board recommended that in its review of the Special Use Permit for the bar the City Council consider establishing noise controls. The Planning Board further recommended that the



Council consider the balance between protecting the interests of nearby residential properties and supporting a vibrant, active Main Street.

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,

John Gunn, Chairman

**Special Permit Narrative**  
**296 Main Street**  
**Proposed Bar / Arcade**

September 24, 2019

**Summary**

The Applicant proposes a Bar use with Arcade games at 296 Main Street. The Planning Board requested additional information about the operation of the Bar / Arcade.

**1. Arcade Game List**

The following is a list of proposed cabinet games:

- a. Donkey Kong
- b. Missile Command
- c. Galaxian
- d. High Impact Football
- e. Cruis'n World (Upright)
- f. NBA Jam (Tournament Edition)
- g. Neo Geo (2-Slot: Bust-a-Move/Samarai Showdown)
- h. Simpsons
- i. Xmen 6 player
- j. Ninja Turtles
- k. Tapper
- l. Duck hunt
- m. Frogger
- n. Paper Boy
- o. Mario Bros
- p. Street Fighter II
- q. Mortal Kombat
- r. Metal Slug(Neo Geo)
- s. Smash TV
- t. Blitz
- u. Golden Tee
- v. Terminator 2 or Aerosmith
- w. Killer Queen
- x. BurgerTime

**2. Acoustics**

- a. Arcade Game Sound Control
  - i. The Applicant states that the volume of each individual game can be controlled independently, with a range of volume between silent and full volume.
  - ii. The Applicant plans to adjust the volume to a level where the individual player at the game console can hear the game, but low enough so that other players, bar patrons, and the public outside of the building will not be disturbed.
  - iii. If there are any complaints about the volume of the games outside of the building, the Applicant has the ability to reduce the volume or turn it off completely.
- b. Music
  - i. The Applicant plans to play recorded music inside the Bar. The volume will be adjusted so that music will not be heard outside the building.
  - ii. The Applicant plans to provide speakers in the garden so recorded music can be enjoyed in the courtyard. The Applicant will follow the regulations for noise control as determined by the City Council regarding decibel levels and times when music can be played.
  - iii. The Applicant will cooperate with the City in keeping the volume level to an acceptable level during times when music is allowed to be played.
  - iv. The Applicant does not have current plans to play live music in the building or Courtyard. If the Applicant decides to provide live music in the future, they will comply with all applicable regulations in effect at the time of performance.

**3. Garage Doors**

- a. The main entrance to the Bar is from Main Street, through the courtyard.
- b. The garage doors on North Cedar Street will not be used as a building entrance, apart from deliveries of large items.
- c. Acoustics will play a large part in determining the specifications of the garage doors.
- d. The Applicant plans to have the option to open the garage doors on North Cedar Street when the weather allows.
- e. The Applicant will follow the regulations for noise control as determined by the City Council regarding decibel levels and times.
- f. If opening the garage doors creates a problem with sound levels outside the building, the Applicant agrees to keep the doors closed.



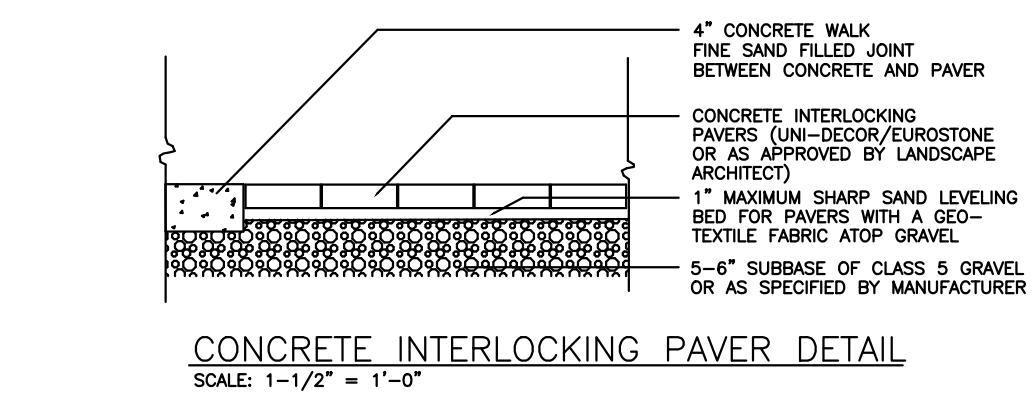
APPROVED BY RESOLUTION OF THE PLANNING BOARD OF THE CITY OF BEACON, NEW YORK, ON THE \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO ALL REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION, ANY CHANGE, ERASURE, MODIFICATION OR REVISION OF THIS PLAN, AS APPROVED, SHALL VOID THIS APPROVAL.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
SECRETARY

IN ABSENCE OF THE CHAIRMAN OR SECRETARY, THE ACTING CHAIRMAN OR ACTING SECRETARY RESPECTIVELY MAY SIGN IN THIS PLACE.



MODERN FORMS "SUSPENSE"  
OUTDOOR DARK SKY COMPLIANT  
WALL SCONCE #306563. SIZE:  
SMALL. BRUSHED ALUMINUM  
FINISH. 11 WATT (590 LUMENS)  
120 VOLT INTEGRATED LED: CRI:  
90 COLOR TEMP: 3000K

## L1: Wall Mounted

NOTE: THE MANUFACTURER DOES NOT PROVIDE PHOTOMETRIC INFORMATION FOR THESE FIXTURES. FIXTURES WILL BE SHIELDED TO AVOID LIGHT SPILLAGE ONTO ADJACENT PROPERTIES, AND TO SHIELD FROM LIGHT PROJECTING UPWARD TO THE SKY

## L2: Wall Mounted

**HAMPTON BAY**  
**"1-LIGHT ZINC OUTDOOR WALL**  
**LANTERN" MODEL # HSP1691A**  
**60 W INCANDESCENT LAMP OR**  
**LED EQUIVALENT - MAX COLOR**  
**TEMPERATURE SHALL BE 3000K**

REVISIONS:			
NO.	DATE	DESCRIPTION	BY
1	9/24/19	Revised Per Planning Board Comments	AJS

## PLANT SCHEDULE

KEY	BOTANICAL NAME	QTY.	SIZE	ROOT	SPACING	COMMENTS
	SHRUBS					
AV	THUJA OCCIDENTALIS (ARBOR VITAE)	15	7 GAL.	CONT	3' O.C. - STAGGERED	
LF	LEUCOTHOE FONTANESIANA (DROOPING LEUCOTHOE)	12	7 GAL.	CONT	4' O.C. - STAGGERED	
RP	RHODODENDRON PRUNIFOLIUM (SMALL) (RHODODENDRON)	14	5 GAL.	CONT	6' O.C. - STAGGERED	

**LAWN**

SEEDS WITH 5311 CONSERVATION MIX (OR APPROVED EQUAL). APPLIED AT 3-5LBS PER 1000SF  
30% CREEPING RED FESCUE; 30% ANNUAL RYEGRASS; 25% KENTUCKY BLUEGRASS 'CORSAIR'; 25% KENTUCKY BLUEGRASS 'SHAMROCK'; 10% ANNUAL RYEGRASS; 10% PERENNIAL RYEGRASS. SOURCE: ERNST CONSERVATION SEEDS

### HATCHING LEGEND



### CONCRETE SIDEWALK



PAVERS



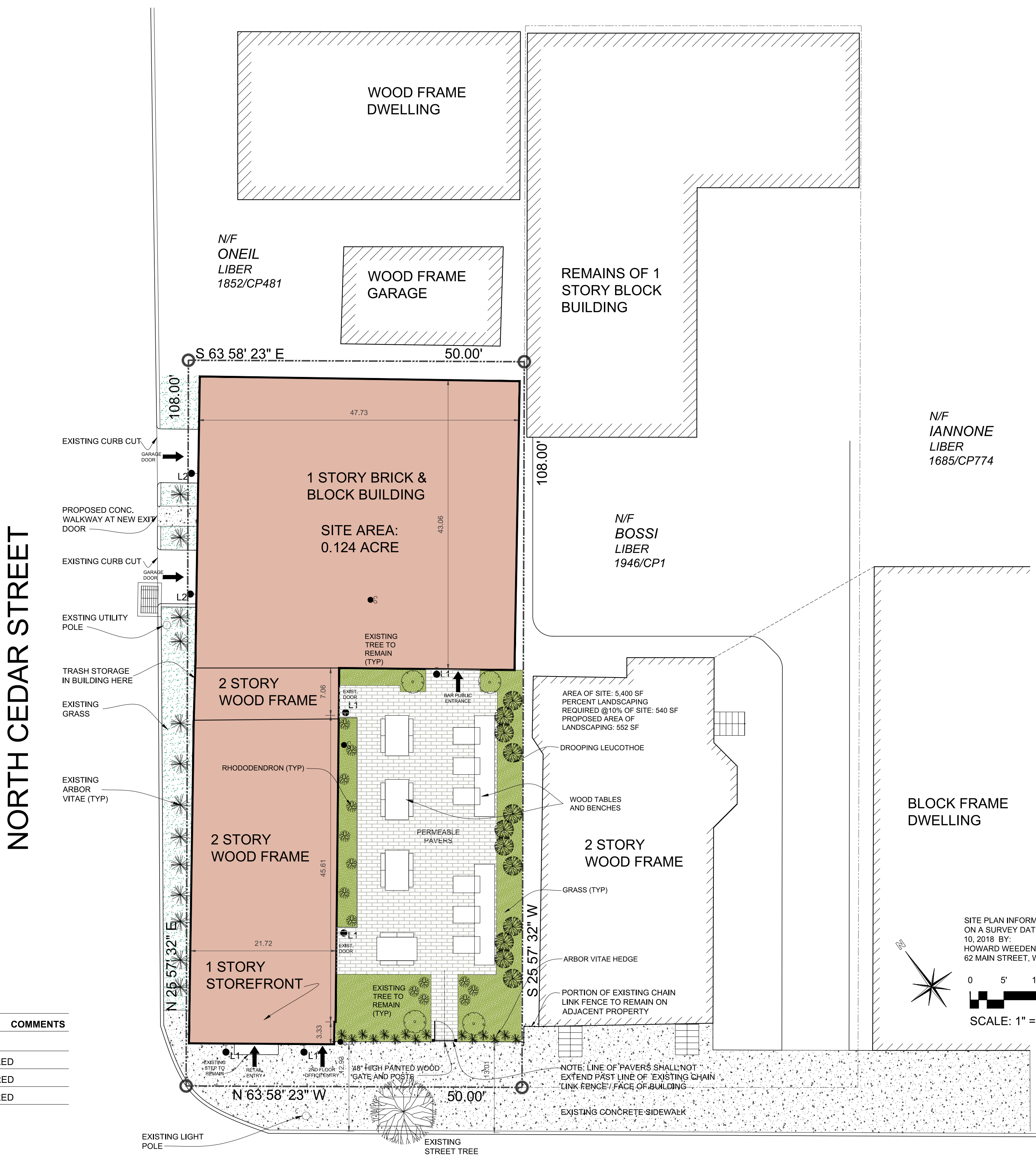
GRASS

## Bulk Zoning Regulations Table

[illegible]

Notes:

### 1. Existing Condition



# Site Plan

Scale: 1" = 10'

# MAIN STREET

296 Main Street

NORTH CEDAR STREET

MAIN STREET

NORTH CHESTNUT STREET

## Location Map

Not to Scale

## Zoning Summary

Zoning District:	CMS (Central Main Street District)
Tax Map No.:	5459-36-93886
Lot Area:	0.124 acre (5,401 sf)
Building Footprint:	3,294 square feet
Historical Overlay District:	No
Parking Overlay District:	Yes
Existing Use:	Retail / Office Space
Proposed Use:	Bar / Retail / Office Space

## Parking & Loading

Use & Parking Requirements	1964 Area	1964 Parking Requirement	Proposed Area	Current Parking Requirement
<b>Retail Service (1964 Use)</b> Automobile Service Garage <i>1 space per 200 gsf</i>	1,858 gsf	10 spaces		
<b>Apartment (1964 Use)</b> <i>1 1/2 space per Apartment</i>	1 Apartment	2 spaces		
<b>Mercantile (1964 Use)</b> 1964 - 1 space per 200 SF of gross floor area <i>excluding basement and utility areas</i>	998 sf	5 spaces		
<b>Bar- Current</b> <i>2.5 spaces per 1,000 SF</i>			1,800 sf	5 spaces
<b>Retail - Current</b> 2 spaces per 1,000 SF <i>of gross floor area</i>			998 sf	2 spaces
<b>Office- Current</b> <i>2 spaces per 1,000 square feet</i>			1,109 sf	3 spaces
<b>Total Required Parking Spaces</b>		<b>17 spaces</b>		<b>10 spaces</b>
<b>Total Proposed Parking Spaces</b>				<b>0 spaces (Note 1)</b>

**Notes:**

1. Parking is not required per Beacon Zoning Code Section 223-26 (B.2): The building was in existence on April 20, 1964. The existing use in 1964 was found in the 1964 Beacon Directory. The new use is less than 25% greater intensity than the use existing in 1964. 17 parking spaces would have been required in 1964 for the uses in existence at that time. 9 parking spaces are required for the current proposed uses.
2. There is no space on the property to provide parking.
3. 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
4. There is currently no plan to present live music in the garden. If the Applicant decides to present live music at a later date, they will comply with City of Beacon regulations regarding both times and decibel levels in effect at that time.
5. Arcade / Bar Hours of operation:  
Monday and Tuesday: closed  
Wednesday & Thursday: 4pm to midnight,  
Friday: 3pm to 1am,  
Saturday: 12pm to 1am,  
Sunday: 12pm to 10pm, .  
Note: Must be 21+ (unless accompanied by adult), 21+ only after 9pm

## Index of Drawings

Sheet 1 of 4	Site Plan
Sheet 2 of 4	Existing Conditions & Demolition Plan
Sheet 3 of 4	Plans & Elevations
Sheet 4 of 4	Storm Water Utility Plan

# Site Plan Application

Sheet 1 of 4 - Site Plan

Beacon, New York  
Scale: 1" = 10'  
August 27, 2019

Owner:  
**Field Properties, LLC**

36 Winston Lane  
Garrison, New York 10524

*Applicant:*  
**Big Village Media**

1192 North Avenue  
Beacon, New York 12508

Architect:  
**Aryeh Siegel, Architect**

84 Mason Circle  
Beacon, New York 12508

## 296 Main Street - Happy Valley Bar



IN ABSENCE OF THE CHAIRMAN OR SECRETARY, THE ACTING CHAIRMAN OR ACTING SECRETARY  
RESPECTIVELY MAY SIGN IN THIS PLACE.

0 5' 10' 20'

SCALE: 1" = 10'

Scale: 1" = 10'

REVISIONS:			
NO.	DATE	DESCRIPTION	BY
1	9/24/19	Revised Per Planning Board Comments	AJS

Beacon, New York  
Scale: 1" = 10'  
August 27, 2019

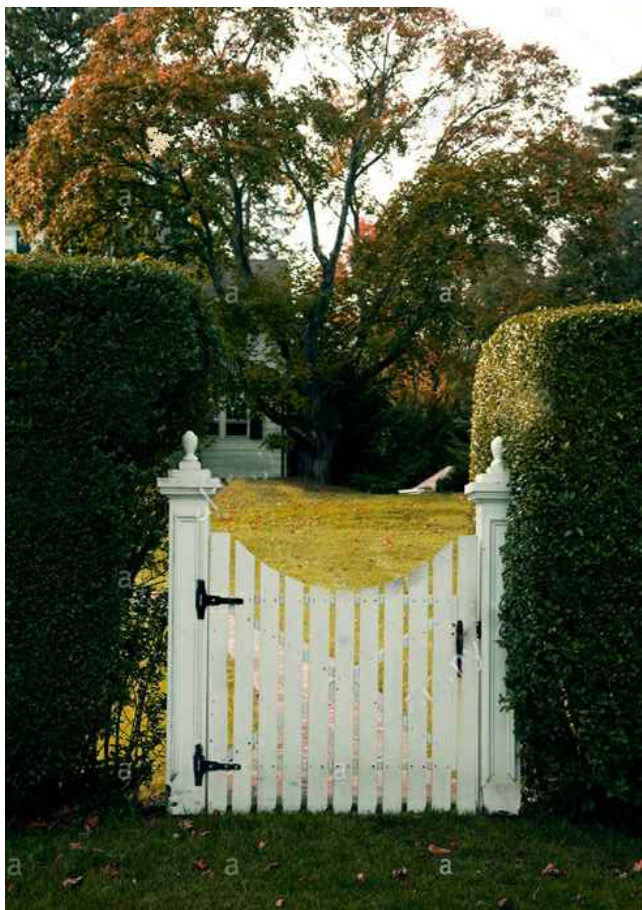
84 Mason Circle  
Beacon, New York 12508

APPROVED BY RESOLUTION OF THE PLANNING BOARD OF THE CITY OF BEACON, NEW YORK, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO ALL REQUIREMENTS AND CONDITIONS OF SAID RESOLUTION. ANY CHANGE, ERASURE, MODIFICATION OR REVISION OF THIS PLAT, AS APPROVED, SHALL VOID THIS APPROVAL.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY \_\_\_\_\_ CHAIRMAN \_\_\_\_\_ SECRETARY

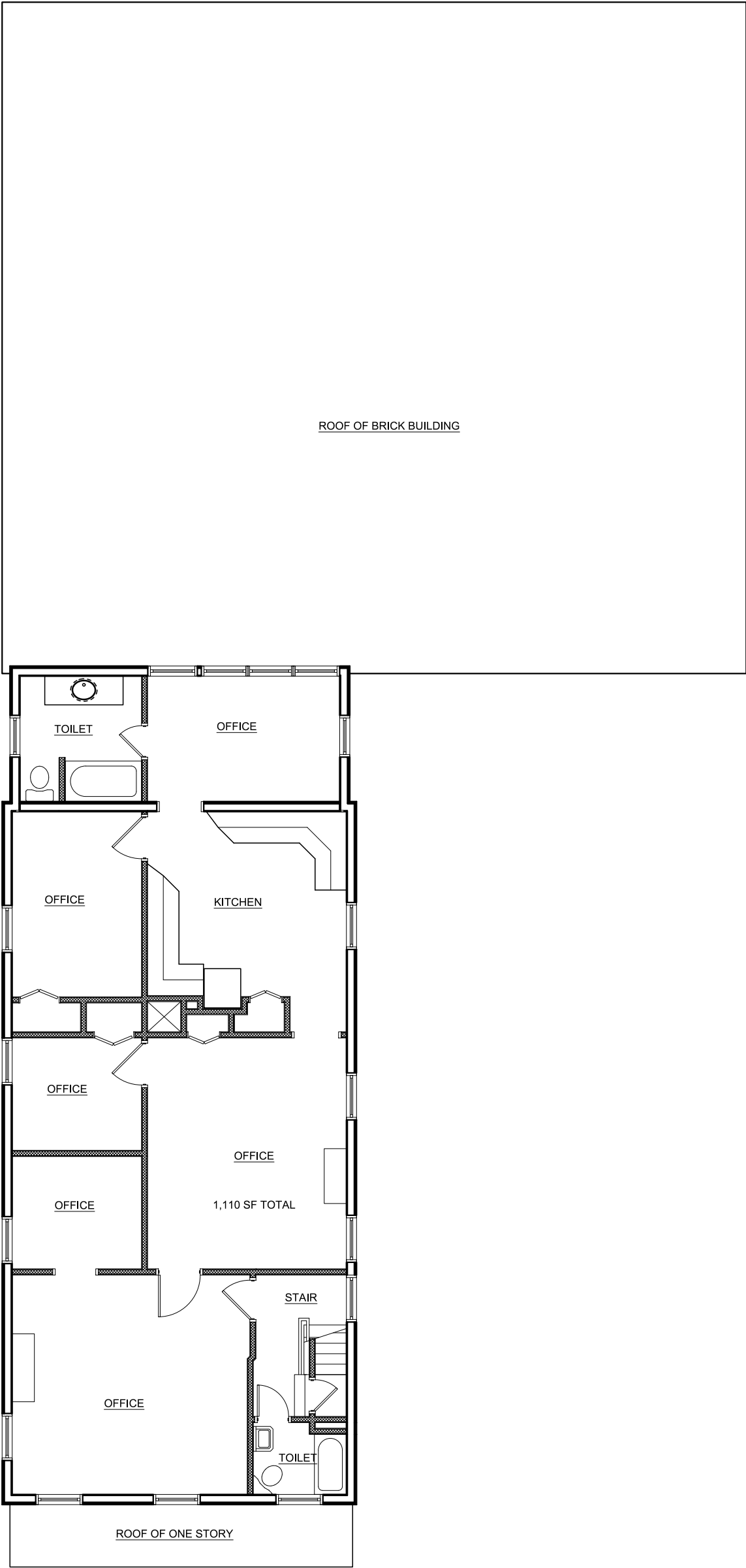
IN ABSENCE OF THE CHAIRMAN OR SECRETARY, THE ACTING CHAIRMAN OR ACTING SECRETARY RESPECTIVELY MAY SIGN IN THIS PLACE.

REVISIONS:			
NO.	DATE	DESCRIPTION	BY
1	9/24/19	Revised Per Planning Board Comments	AJS



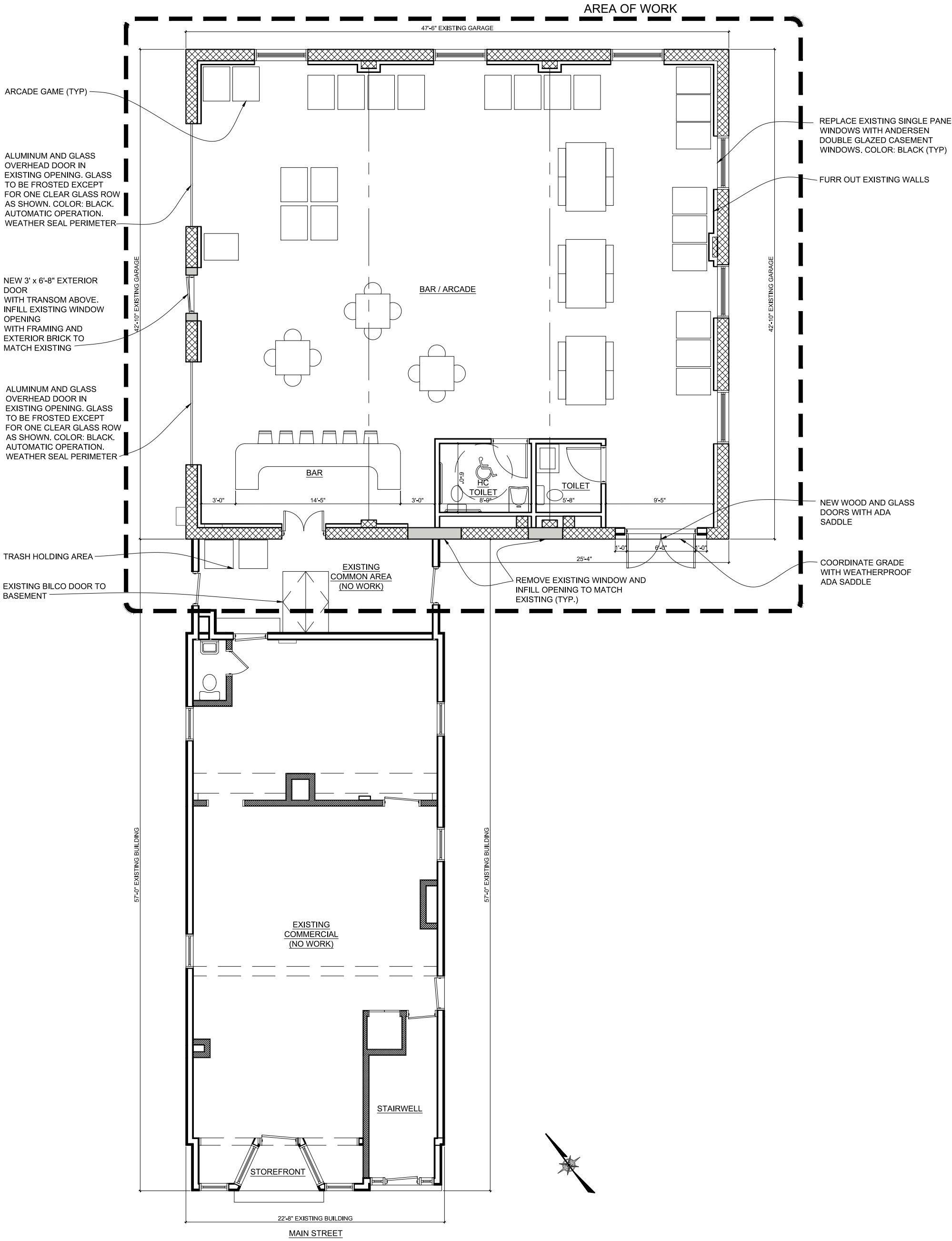
Gate Image

Not to Scale



2nd Floor Plan (For Reference)

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



1st Floor Plan

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



Main Street Elevation

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



Main Street / Garage Elevation

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



North Cedar Street Elevation

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

# Site Plan Application

Sheet 3 of 4 - Plans & Elevations

Owner:  
**Field Properties, LLC**  
36 Winston Lane  
Garrison, New York 10524

Applicant:  
**Big Village Media**  
1192 North Avenue  
Beacon, New York 12508

Architect:  
**Aryeh Siegel, Architect**  
84 Mason Circle  
Beacon, New York 12508

**296 Main Street - Happy Valley Bar**  
Beacon, New York  
Scale: As Noted  
August 27, 2019



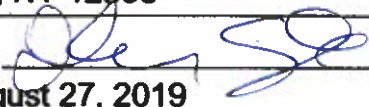




## **APPLICATION FOR SPECIAL USE PERMIT**

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

### **IDENTIFICATION OF APPLICANT**

Name: Happy Valley Arcade, LLC  
Address: 1192 North Avenue  
Beacon, NY 12508  
Signature:   
Date: August 27, 2019  
Phone: 312-833-2554

*(For Official Use Only)*

Application & Fee Rec'd  
Initial Review

Date Initials

8-27-19  
9-10-19

PB Public Hearing

Sent to City Council

City Council Workshop

City Council Public Hearing

City Council Approve/Disapprove

### **IDENTIFICATION OF REPRESENTATIVE / DESIGN PROFESSIONAL**

Name: Aryeh Siegel Architect  
Address: 84 Mason Circle  
Beacon, NY 12508

Phone: 845-838-2490

Fax: 845-838-2657

Email address: ajs@ajsarch.com

### **IDENTIFICATION OF SUBJECT PROPERTY:**

Property Address: 296 Main Street

Tax Map Designation: Section 5954

Block 36

Lot(s) 933866

Land Area: 0.124 Acres

Zoning District(s) CMS

### **DESCRIPTION OF PROPOSED DEVELOPMENT:**

Proposed Use: Bar

Gross Non-Residential Floor Space: Existing 4,403 sf

Proposed 0

TOTAL: 4,403 sf

Dwelling Units (by type): Existing

Proposed 0

TOTAL: 0

### **ITEMS TO ACCOMPANY THIS APPLICATION**

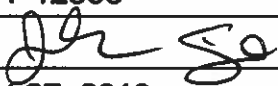
- Five (5) **folded** copies and One (1) digital copy of a site location sketch showing the location of the subject property and the proposed development with respect to neighboring properties and developments.
- Five (5) **folded** copies and One (1) digital copy of the proposed site development plan, 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.



## **APPLICATION FOR SITE PLAN APPROVAL**

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

### **IDENTIFICATION OF APPLICANT**

Name: Happy Valley Arcade, LLC  
Address: 1192 North Avenue  
Beacon, NY 12508  
Signature:   
Date: August 27, 2019  
Phone: 312-833-2554

(For Official Use Only)  
Application & Fee Rec'd  
Initial Review

Date Initials

8-27-19  
9-10-19

Public Hearing

Conditional Approval

Final Approval

### **IDENTIFICATION OF REPRESENTATIVE / DESIGN PROFESSIONAL**

Name: Aryeh Siegel Architect  
Address: 84 Mason Circle  
Beacon NY 12508

Phone: 845-838-2490

Fax: 845-838-2657

Email address: ajs@ajsarch.com

### **IDENTIFICATION OF SUBJECT PROPERTY:**

Property Address: 296 Main Street

Tax Map Designation: Section 5954

Block 36

Lot(s) 933866

Land Area: 0.124 Acres

Zoning District(s) CMS

### **DESCRIPTION OF PROPOSED DEVELOPMENT:**

Proposed Use: Bar

Gross Non-Residential Floor Space: Existing 4,403 sf

Proposed 0

TOTAL: 4,403 sf

Dwelling Units (by type): Existing 0

Proposed 0

TOTAL: 0

### **ITEMS TO ACCOMPANY THIS APPLICATION**

- One electronic and five (5) folded paper copies of a site location sketch showing the location of the subject property and the proposed development with respect to neighboring properties and developments.
- One electronic and five (5) folded paper copies 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.
- One electronic and five (5) folded paper copies of additional sketches, renderings or other information.
- An application fee, payable to the City of Beacon, computed per the attached fee schedule.
- An initial escrow amount, payable to the City of Beacon, as set forth in the attached fee schedule.

### **INFORMATION TO BE SHOWN ON SITE LOCATION SKETCH**

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

### **INFORMATION TO BE SHOWN ON THE SITE DEVELOPMENT PLAN**

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

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

\_\_\_\_\_  
**Chairman, City Planning Board**

\_\_\_\_\_  
**Date**

# APPLICATION PROCESSING RESTRICTION LAW

## Affidavit of Property Owner

Property Owner: The Field Holding Company, LLC

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

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

Applicant Address: 296 Main Street

Project Address: 296 Main Street

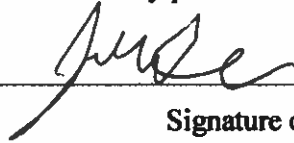
Project Tax Grid # 5954-36-933866

Type of Application Site Plan

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, Jeffrey Werner, 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      | <input checked="" type="checkbox"/> |
| 2. Violations are pending on a parcel or parcels owned by me situated within the City of Beacon | <input type="checkbox"/>            |
| 3. ALL tax payments due to the City of Beacon are current                                       | <input checked="" type="checkbox"/> |
| 4. Tax delinquencies exist on a parcel or parcels owned by me within the City of Beacon         | <input type="checkbox"/>            |
| 5. Special Assessments are outstanding on a parcel or parcels owned by me in the City of Beacon | <input type="checkbox"/>            |
| 6. ALL Special Assessments due to the City of Beacon on any parcel owned by me are current      | <input checked="" type="checkbox"/> |



Signature of Owner

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
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>jm</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>jm</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>jm</u>

**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 entity)

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. If any Member of the Entity is not a natural person, then the names and addresses as well as all other information sought herein must be supplied about the non-natural person member of that Entity, including names, addresses and Formation filing documents. Applicants shall submit supplemental sheets for any additional information that does not fit within the below sections, identifying the Section being supplemented.

**SECTION A.****IF AFFIANT IS A PARTNERSHIP, JOINT VENTURE OR OTHER BUSINESS ENTITY, EXCEPT A CORPORATION:**

Name of Entity <i>Field Properties, LLC</i>	Address of Entity <i>36 Winston Lane, Garrison, NY 10524</i>
Place where such business entity was created <i>New York</i>	Official Registrar's or Clerk's office where the documents and papers creating entity were filed <i>NY Department of State</i>
Date such business entity or partnership was created <i>11/10/2017</i>	Telephone Contact Information <i>914-490-1432</i>

**IF AFFIANT IS A CORPORATION:**

Name of Entity	Telephone Contact Information
Principal Place of Business of Entity	Place and date of incorporation
Method of Incorporation	Official place where the documents and papers of incorporation were filed

**SECTION B.** List all persons, officers, limited or general partners, directors, members, shareholders, managers, and any others with any interest in or with the above referenced Entity. List all persons to whom corporate stock has been pledged, mortgaged or encumbered and with whom any agreement has been made to pledge, mortgage or encumber said stock. Use a supplemental sheet to list additional persons.

Name	Resident Address	Resident Telephone Number	Nature and Extent of Interest
Jeffrey Werner	36 Winston Lane Garrison, NY 10524	914-490-1432	Member - 100%

**SECTION C.** 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.
Field Properties, LLC	350 Winston Lane Garrison, NY 10524	914-490-1432	12/11/17 Purchase	

**SECTION D.** Is any owner, of record or otherwise, an officer, director, stockholder, agent or employee of any person listed in Section B-C?

☐

YES

☒

NO

Name	Employer	Position

**SECTION E.** Is any party identified in Sections A- C 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 F.** Was any person referred to in Sections A-D known by any other name within five (5) years preceding the date of the application?

☐

YES

☒

NO

Current Name	Other Names

**SECTION G.** List the names and addresses of each person, business entity, partnership and corporation in the chain of title of the subject premises for the five (5) years next preceding the date of the application.

Name	Address
Field Properties, LLC	36 Winston Lane, Garrison, NY 10524

**SECTION H.** 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.

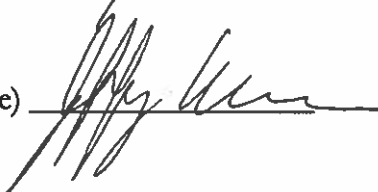
**SECTION I.** Have the present owners entered into a contract for the sale of all or any part of the subject property and, if in the affirmative, please provide a duplicate original or photocopy of the fully and complete contract of sale, including all riders, modifications and amendments thereto.

☐ YES

☒ NO

I, Jeffrey Werner being first duly sworn, according to law, deposes and says that I am (Title) Member, an active and qualified member of the Field Properties, LLC, a business duly authorized by law to do business in the State of New York, and that the statements made herein are true, accurate, and complete.

(Print) Jeffrey Werner

(Signature) 



**CITY OF BEACON  
SITE PLAN SPECIFICATION FORM**

Name of Application: 296 Main Street - Happy Valley 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 of firm, such as a Registered Architect or Professional Engineer, and it shall contain the following information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>LEGAL DATA</b>		
Name and address of the owner of record.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name and address of the applicant (if other than the owner).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name and address of person, firm or organization preparing the plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date, north arrow, and written and graphic scale.		
<b>NATURAL FEATURES</b>		
Existing contours with intervals of two (2) feet, referred to a datum satisfactory to the Planning Board.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Approximate boundaries of any areas subject to flooding or stormwater overflows.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>EXISTING STRUCTURES, UTILITIES, ETC.</b>		
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other existing development, including fences, retaining walls, landscaping, and screening.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sufficient description or information to define precisely the boundaries of the property.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The owners of all adjoining lands as shown on the latest tax records.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The locations, names, and existing widths of adjacent streets and curb lines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

Items marked no are not applicable to this project

Items marked no are not applicable to this project

Items marked no are not applicable to this project

Items marked no are not applicable to this project

Items marked no are not applicable to this project

Items marked no are not applicable to this project

Items marked no are not applicable to this project

Applicant/Sponsor Name: Johnny Coughlin

Signature: 

Date: August 27, 2019

**City of Beacon Council Agenda**  
**12/16/2019**

**Title:**

**Resolution Declaring City Council's Intent to Act as Lead Agency Regarding the 2 and 4 Cross Street Project Proposal**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution to Declare City Council's Intent to Act as Lead Agency	Resolution



## CITY COUNCIL

Resolution No. \_\_\_\_\_ of 2019

### **RESOLUTION TO DECLARE CITY COUNCIL'S INTENT TO ACT AS LEAD AGENCY**

**WHEREAS**, the City of Beacon Planning Board received applications for Subdivision Approval (to merge three parcels into one), Special Use Permit and Site Plan Approval for property located at 4 Cross Street, 172 Main Street, 160 Main Street, 152 Main Street & Westch Church Street, Beacon, New York to construct a four-story mixed use building, incorporating an undeveloped lot and two existing buildings into the design (the "Proposed Action"); and

**WHEREAS**, the 4 Cross Street portion of the property is located in the Planned Business ("PB") District and the Main Street portion of the property is located in the Central Main Street ("CMS") District and the Historic District and Landmark Overlay Zone; and

**WHEREAS**, the City Council is the approval authority for the Special Use Permits to (1) allow a fourth story on the portion of the building located within the CMS District and (2) allow office and multi-family uses on the PB portion of the property; and

**WHEREAS**, the Planning Board is the approval authority for Subdivision Approval and Site Plan Approval; and

**WHEREAS**, the Proposed Action will also require area variances from the Beacon Zoning Board of Appeals; and

**WHEREAS**, the Proposed Action is classified as a Type I Action pursuant to 6 NYCRR 617.4(b)(9) because more than 25,000 square feet of floor area is proposed on a site that is located within the Lower Main Street Historic District; and

**WHEREAS**, on November 25, 2019, the City of Beacon Planning Board circulated a notice of its intent to serve as the Lead Agency for the environmental review of the proposed action; and

**WHEREAS**, the City Council wishes to serve as Lead Agency under SEQRA to investigate the impacts and conduct a thorough environmental review of the Proposed Action.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Beacon hereby declares its intent to act as Lead Agency for the purposes of completing a Coordinated Environmental Review in accordance with SEQRA and directs staff to provide Involved Agencies with a copy of this Resolution and project materials.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Beacon hereby requests the Planning Board to rescind its Lead Agency Notice.

**BE IT FURTHER RESOLVED,** that the City Council of the City of Beacon hereby directs the City Administrator to transmit a copy of this resolution to the Beacon Planning Board.

<b>Resolution No. ____ of 2019</b>			<b>Date: <u>December 16, 2019</u></b>				
<input type="checkbox"/> <b>Amendments</b>			<input type="checkbox"/> <b>On roll call</b>			<input type="checkbox"/> <b>2/3 Required.</b>	
<input type="checkbox"/> <b>Not on roll call.</b>						<input type="checkbox"/> <b>3/4 Required</b>	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					

**City of Beacon Council Agenda**  
**12/16/2019**

**Title:**

**Resolution Authorizing a Lease Agreement for Location of Verizon Wireless Cellular Antennae Facility on New Telecommunication Facility at 7 Cross Street**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution Authorizing Lease Agreement for Location of Verizon Wireless Cellular Antennae Facility on New Telecommunication Facility at 7 Cross Street	Resolution
Memorandum Regarding Verizon Permit Application for Small Cell Installation	Cover Memo/Letter
Lease Agreement for Location of Verizon Wireless Cellular Antennae Facility on New Telecommunication Facility at 7 Cross Street	Agreement
Cross Street EAF	EAF



## CITY OF BEACON

### CITY COUNCIL

Resolution No. \_\_\_\_\_ of 2019

### RESOLUTION

#### **AUTHORIZING LEASE AGREEMENT FOR LOCATION OF VERIZON WIRELESS CELLULAR ANTENNAE FACILITY ON NEW TELECOMMUNICATION FACILITY AT 7 CROSS STREET**

**WHEREAS**, the City Council (“City Council”) of the City of Beacon (the “City”) desires to lease approximately 48 square feet of space on the ground at 7 Cross Street, City of Beacon, County of Dutchess, State of New York, more particularly known as Tax Map Number 5954-27-787978 on the Tax Map of the City of Beacon (the “**Property**”); and

**WHEREAS**, the area of the Property to be leased is not needed by the City for any public purpose, and is surplus City property; and

**WHEREAS**, Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless (“Lessee”), desires to lease the above-referenced area of the Property from the City Council and the City Council desires to lease the above-referenced area of the Property to Lessee on the terms and conditions set forth in the Lease Agreement (the “Lease”).

**NOW, THEREFORE, BE IT RESOLVED**, the City Council hereby declares the area of the Property to be leased as surplus City property; and

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

**BE IT FURTHER RESOLVED**, the City is authorized to lease the above-referenced area of the Property to Lessee on the terms and conditions set forth in the Lease; and

**BE IT FURTHER RESOLVED**, that the City Administrator is authorized to execute the Lease, in the form and substance to the satisfaction of the City Attorney, and any additional documentation deemed necessary to effectuate the leasehold.



Resolution No. ____ of 2019			Date: <u>December 16, 2019</u>				
<input type="checkbox"/> Amendments <input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required. <input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					



December 16, 2019  
File: 10155545-3.0

Re: Verizon Permit Application for Small Cell Installation  
7 Cross Street  
City of Beacon, New York, 12508  
Aesthetic Review Memo

Mayor Casale and the Beacon City Council:

This memorandum was prepared to summarize HDR's review of aesthetic aspects for a proposed "small cell" wireless telecommunication facility on a new 42.6-ft utility pole at the above-referenced location (the site) in the City of Beacon. The following information was reviewed by HDR for this memorandum:

- Lease Exhibit Drawings (Tectonic) – 3 pages (file "CliffandWillow\_LErev4\_20190924")
- Photosimulations (Tectonic) – 7 pages (file "CliffandWillow\_SimsRev2\_20191119")

The current proposed location of the small cell facility is on City-owned property<sup>1</sup> near the northeast corner of a parking lot ("proposed lease area"). Simulations were provided for both a wooden utility pole and a decorative (dark green) metal pole option. A canister antenna is mounted at the top (total facility height of 49.7 ft). Ancillary small cell equipment is depicted on the simulations for a few scenarios:

- *Side-mounted on the pole exterior (all on one side; stacked)*
- *Side-mounted on the pole exterior (distributed on different sides of the pole)*
- *Contained at grade within a fenced equipment area at the pole base*
- *The simulations for the decorative metal pole option also include lighting, to simulate the existing (but shorter) light poles on Main Street.*

These options were discussed during a December 12, 2019 conference call with the applicant and City representatives. The space requirements for ancillary equipment were also discussed, including electric meter and subpanel, radio shroud box, and remote radiohead [RRH] units. The 7 Cross Street equipment is similar in size to that associated with the 110 Howland Avenue small cell, where such equipment is contained within ground-based fencing at the pole's base.

It is HDR's opinion, based on our experience with various small cell configurations and designs and a review of the above-noted applicant information, that ancillary equipment associated with the Verizon facility proposed at 7 Cross Street cannot be effectively contained inside the metal utility pole option (i.e., within the pedestal's base). This potential stealthing of ancillary equipment *within* a pole structure would of course not be an option for a solid (conventional) wooden utility pole; however, to design such with the metal pole option in mind would require an unusually large base pedestal and larger diameter pole that would appear to be out of character in our opinion.

For reference, select photosimulations are included and captioned below.

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<sup>1</sup> The City should confirm the process for special permit, zoning, and technical review of this application, given that the facility location has been moved to City-owned property.



Wooden pole option; antenna at top and ancillary equipment mounted on 2 sides of pole (Sim S-1B)



Wooden pole option; antenna at top and ancillary equipment in small ground-based fenced area (Sim S-1C)





Metal decorative pole option; antenna at top, lighting, and ancillary equipment pole-mounted on one side (Sim S-1D)

Should the metal decorative pole option be selected (see simulation immediately above), it is understood that colors and aesthetic features for the pole, antenna, and all visible ancillary equipment will be consistent with the existing Main Street decorative light poles (or as otherwise approved by the City). Cabling will be routed within the pole, and any visible sections of cables will be minimized and painted to match the pole exterior. **It is recommended that the need for above grade fiber and electric wire connections be confirmed by Verizon, and moved to be below grade as feasible (these wires are shown in the Lease Exhibit Drawings but not on the photosimulations).** Verizon shall submit final aesthetic details (e.g., color; antenna and pole architecture; ancillary equipment configurations as selected by the City) in supplemental lease exhibits for



review and approval prior to construction. If lighting is included on the new pole, Verizon shall adhere to City specifications regarding light fixtures and LED requirements and submit supplemental lighting information for review and approval. HDR understands that architectural specifications for existing metal light poles and lighting can be furnished to Verizon by the City.

If a wooden utility pole is selected, the pole-mounted antenna, cabling, and ancillary equipment shall be painted to match the pole color (tan). For any option, 1-2 bollards should also be installed to protect the pole (and ground-based fencing, if selected) from vehicle movements.

Please note that this memorandum focuses on aesthetic options currently being considered by the City for its review of the lease exhibits. Should a more extensive technical review be required (addressing other project items including but not limited to: small cell background information and proposed operations; application review in terms of compliance with City Code sections and SEQRA; coverage / capacity; RF Emissions review; etc.) and as consistent with our Tech Memo items addressed for the 110 Howland Avenue special permit review, please let me know.

Sincerely,  
Henningson, Durham & Richardson  
Architecture and Engineering, P.C.  
in association with HDR Engineering Inc.

A handwritten signature in black ink that reads "Michael P. Musso, P.E.".

Michael P. Musso, P.E.  
Senior Project Manager

cc: Anthony Ruggiero  
Nicholas Ward-Willis  
John Clarke

## LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, nor will any subleasing be permitted, 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: Denny Burdick

Its: Senior Manager Real Estate/Regulatory

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.

<b>Part 1 – Project and Sponsor Information</b>			
Verizon Wireless - Cliff and Willow Micro - Unmanned Wireless Communications Facility			
Name of Action or Project:			
7 Cross Street, City of Beacon, Dutchess County, New York 12508			
Project Location (describe, and attach a location map):			
Brief Description of Proposed Action:			
<p>Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless ("Verizon Wireless" or the "Applicant") proposes the installation of an unmanned wireless communications facility on a proposed wood pole in the corner of the parcel at 7 Cross Street. The subject pole is located on Cross Street approximately 170' north east of the intersection of Cross Street and Main Street.</p> <p>In general, the installation will consist of the following: One (1) antenna to be mounted at a centerline height of 47.0' above grade on a proposed 42.6' tall wood pole. All accessory equipment, cabling and utility services (power and fiber) are to be mounted to the <del>wood</del> pole.</p>			
Name of Applicant or Sponsor:		Telephone: (585) 321-5435	
Orange County-Poughkeepsie Limited Partnership		E-Mail: Kathy.Pomponio@Verizon.Wireless.com	
Address:			
1275 John Street, Suite 100			
City/PO:		State:	Zip Code:
West Henrietta		NY	14586
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
			<input checked="" type="checkbox"/>
			<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval: City of Beacon Building Permit & Site Plan Approval			YES
			<input type="checkbox"/>
			<input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		0.216 acres	
b. Total acreage to be physically disturbed?		0.001 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.001 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ Potable water service is not required since the proposed facility is an unmanned facility. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ There will be no wastewater generated since the proposed facility is an unmanned facility. _____	<input checked="" type="checkbox"/>	<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?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Lower Main Street Historic District (Reference Number: 87002198)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?			
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?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" 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: 40px;">           a. Will storm water discharges flow to adjacent properties?             b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?            If Yes, briefly describe:           <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div> </div>	NO	YES
	<input checked="" 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; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO	YES
	<input checked="" 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; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO	YES
	<input checked="" 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; height: 20px; margin-top: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Tony Serrano</u> Date: <u>10/07/2019</u>  Signature: <u><i>Tony Serrano II</i></u> Title: <u>Project Engineer II</u>		

Project:

Cliff and Willow Micro

Date:

12/16/19

## *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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### ***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.

The proposed action involves the installation of an unmanned wireless communications facility, on a proposed ~~wood~~ pole in the corner of the parcel located at 7 Cross Street, City of Beacon, County of Dutchess, State of New York.

The parcel wherein the wireless communications facility is to be located is approximately 100% impervious surface with little to no flora or fauna. The installation of the wireless communications facility is considered an Unlisted Action under the State Environmental Quality Review Act ("SEQRA"). The proposed action will not generate any objectionable odors, noise or light, or create any significant adverse environmental impact on energy. The proposed action will not have any significant adverse impacts upon the environment.

- ☐ 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.

City Council of the City of Beacon

December 16, 2019

Name of Lead Agency

Date

Anthony Ruggiero

Administrator

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 Council Agenda  
12/16/2019**

**Title:**

**Resolution Authorizing the Extension of an Agreement with Royal Carting for Waste Collection Services**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution Authorizing the Extension of an Agreement with Royal Carting for Waste Collection Services	Resolution
Agreement with Royal Carting for Waste Collection Services in the City of Beacon	Agreement



**CITY OF BEACON  
CITY COUNCIL**

Resolution No. \_\_\_\_\_ of 2019

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH  
ROYAL CARTING FOR WASTE COLLECTION**

**WHEREAS**, the City wishes to employ Royal Carting Service Co. (“Royal Carting”) to collect, remove and dispose of burnable and recyclable waste from designated privately-owned real property, municipal buildings and public spaces within the City of Beacon, and

**WHEREAS**, Royal Carting submitted a bid proposal to the City which the City Council has found to be advantageous with respect to the collection and removal of burnable and recyclable waste.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Beacon hereby authorizes the execution of the attached Waste Collection Agreement between the City of Beacon and Royal Carting for a term commencing January 1, 2020 and ending December 31, 2020, with the ability at the City’s option, to extend for two (2) additional one (1) year terms.

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

<b>Resolution No. _____ of 2019</b>			<b>Date: <u>December 16, 2019</u></b>				
<input type="checkbox"/> Amendments			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required.	
<input type="checkbox"/> Not on roll call.						<input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					



**Waste Collection Agreement  
Between the City of Beacon and Royal Carting**

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_2019, by and between the City of Beacon (the "City"), a municipal corporation with offices located at One Municipal Plaza, Beacon, New York 12508, and Panichi Holding Corp. d/b/ a Royal Carting Service Co. ("Royal"), a corporation with offices located at 409 Route 82, Hopewell Junction, New York 12533.

**W I T N E S S E T H:**

**WHEREAS**, the City wishes to employ a contractor to collect, remove and dispose of burnable and recyclable waste from designated privately-owned real property, municipal buildings and public spaces within the City of Beacon, and

**WHEREAS**, Royal has submitted a bid proposal to the City which the City Council has found to be advantageous to the City with respect to the collection and removal of burnable and recyclable waste.

**NOW THEREFORE**, in consideration of these mutual promises and covenants, and other good and valuable consideration, the parties hereby agree as follows:

**ARTICLE I**

**A. Burnable Waste Collection and Disposal**

Royal shall furnish all the materials, equipment and labor required to on a weekly basis collect, remove and dispose of one (1) Royal-supplied ninety-five (95) gallon container with attached lid and wheels for mechanical pickup of burnable waste from approximately 4,300 tax parcels in the City of Beacon.

Property owners may put additional containers out for pick up by purchasing "Add-a-Can" tags at City offices and attaching same to each additional can or by enrolling in the annual Add-a-Can Program. The City will reimburse Royal for every "Add-a-Can" tag turned into the City in accordance with the "Service and Price Schedule", annexed hereto as Exhibit "A".

Work shall include collection from street/trash-receptacles (defined herein as publicly available trash receptacles maintained in a public right of way by the City of Beacon) five (5) times per week on Monday, Tuesday, Wednesday, Thursday, and Friday. The street trash

receptacles shall be combination trash/recycling containers with 18 gallon capacity each and a lockable door, except for up to twenty-two (22) new trash and/ or recycling receptacles (without regard to the condition of the 22 receptacles to be replaced and to be provided by Royal at no equipment cost or rental to the City), having a capacity and design that shall be agreed to by the City and Royal. The City shall provide a list of street trash-receptacles (Exhibit "B", annexed) which list shall be attached to and become a part of this Contract as well as designate up to 20 receptacles to be replaced. Royal shall repair, maintain and replace, at its sole cost and expense, all street trash-receptacles existing or installed during the term of this Contract, or any renewal or extension thereof, except that in the event of accidental damage or destruction by the City or an act of vandalism, the City shall submit an insurance claim to cover the cost of repair or replacement, if coverage is available. "Vandalism," for purposes of this Agreement, shall mean the defacement or destruction of any street-trash receptacle by a third party to this Agreement, but shall not include instances of defacement or destruction facilitated by Royal's failure to properly secure or maintain said receptacles. The City reserves the right, upon written notification to Royal, to add to or delete from the attached list of street trash-receptacles at any time during the term of the Contract, including any renewal or extension term.

Royal shall collect, remove and dispose of residential, commercial and municipal waste collected from the curb or designated area on a day or days of the week agreed to by the City. Any spillage into the road or sidewalks while carrying the containers to the truck or while emptying containers into the truck must be cleaned up by Royal before moving to the next collection pickup. A broom and shovel shall be carried on each truck to facilitate clean up. Lids must be replaced on containers after pickup. Royal must notify the City Administration via facsimile on a form provided by the City of all waste not collected and the reason collection was refused. The City reserves the right to change the collection schedule and specifications.

#### **B. Recyclable Waste Collection**

Royal shall provide one (1) 65 gallon recycling collection bin for approximately 4,300 tax parcels, and shall furnish all materials and perform all work to collect, remove and dispose of single stream recyclables from each tax parcel that meets the collection specifications once every week corresponding with the burnable waste collection schedule. Royal shall provide without cost to the City up to one hundred (100) 95 gallon recycling collection bins and thereafter, additional 95 gallon recycling collection bins at cost, upon written demand. A broom and shovel shall be carried on each truck to facilitate clean-up of spillage or breakage during recyclable waste collection. Royal shall provide an additional 65 gallon recycling collection bin at the rate of \$60.00 per bin.

### **C. Container Lease and Services**

Royal shall provide all equipment and perform all work to provide waste and/ or recyclable collection services the Beacon City Hall, Transfer Station, Parks Department, Memorial Building, Memorial Park, Riverfront Park and Fire Station #2 or as more specifically described in the Service and Price Schedule, annexed. The burnable waste containers shall be serviced by the burnable waste collection truck. Containers shall be emptied in accordance with the requirements set forth in the Service and Price Schedule which includes, but is not limited to:

1. **Beacon City Hall**

Royal shall provide Beacon City Hall with containers for recyclables;

2. **Waste Water Treatment Facility**

Royal shall provide the Waste Water Treatment Facility with two (2) two-cubic-yard containers - one (1) for the septage receiving station and one (1) for grit removal. These containers shall be emptied daily; and

3. **Transfer Station**

Royal shall provide the Transfer Station with a service which includes the container hauling and disposal of materials in accordance with requirements more particularly described in the Service and Price Schedule. Containers shall be serviced on demand. The Transfer Station requires up to 12 containers (6 for commingles and 6 for newspapers).

## **ARTICLE II**

A. **Changes in Disposal Costs and Tonnage: Burnable Waste**

1. Should Royal's cost of burnable waste disposal increase or decrease more than \$10.00 per ton during the term of this Contract, or any extension or renewal thereof, the City will increase or decrease its contract payments as follows:

Base Disposal Cost Per Ton:	Provided by Royal, subject to audit
-----------------------------	-------------------------------------

New Disposal Cost per Ton:	Provided to the City within three days of Royal's notification effective thirty days after change; also subject to audit.
----------------------------	---

Monthly tonnage to be used only for calculation of payment change: 300 tons per month.

Calculation of payment change:

$[(\text{new per ton rate}) - (\text{base per ton rate})] * 300 = \text{increase/decrease in monthly payment}$

Example: Base rate = \$55.00 New Rate = \$65.00

$[(\$65.00 - \$55.00) * 300 = \$3,000 \text{ payment increase as a result of audited increase in Royal's cost of disposal.}$

2. Payment will be recalculated for each year beginning January 1, 2019, and January 1 of each renewal term based upon the average of the quarterly surveys of tonnage collected, but shall not be less than 300 tons per month effective as of July 1, 2018. Payment on the tonnage shall be reduced or increased as determined by the calculation of the results of quarterly surveys (to be conducted on a schedule the parties shall mutually establish) with such adjustment being made not later than the second monthly statement following the final survey for the relevant contract year. If the term of the Contract is extended for subsequent years, the tonnage will be adjusted based on the average tonnage collected in the preceding year, effective January 1st of the new term.

**B. Recyclable Waste Collection**

Recyclable volume of 350 tons (per annum) of commingled recyclables and 300 tons (per annum) of mixed paper waste is anticipated. If the volume increases, the City will not be responsible for any increase in collection and removal costs incurred by Royal. The City will pay the actual cost of disposal and shall collect 100% of the revenue, if any, derived for the sale of such recyclable materials. All credits to be paid to (and all costs to be borne by) the City shall be pursuant to a separate and direct account to be established with ReCommunity Recycling.

If there is a change in disposal costs by any other recyclable disposal facility, the City must be notified in writing within two (2) days of the date Royal is notified. Payment, if any, will be based on an audit of Royal's disposal costs.

**C. Roll Off Container and Dumpster Lease and Service**

Cost based on service and lease of equipment in accordance with the Service and Price Schedule, and includes:

1. Transfer Station

Royal shall provide the charge for the container, hauling and disposal at the prices per the Service and Price Schedule. Any adjustment to these costs will be provided to the City within three (3) days of Royal's notification effective thirty (30) days after an approved adjustment by the New York State Office of General Services. Bulk waste shall include metal, construction and demolition debris, furniture and junk.

Decreases/Increases in collection costs will be calculated as follows: X (disposal price/ton)

X annual disposal costs = adjusted annual cost to city. X = new disposal rate/ ton

2. Dumpster Lease

The dumpster lease for Beacon City Hall, Transfer Station, Parks Department, Memorial Park Riverfront Park\* and Fire Station #2 shall be based on Service and Price Schedule. These rates will not increase during the life of the contract. These containers shall be serviced under the burnable waste and collection contract.

2.1 Riverfront Park

Collection services for the Riverfront Park shall be in accordance with the Service and Price Schedule, annexed.

3. Waste Water Treatment Facility

The Waste Water Treatment Facility requires two (2) two-cubic yard containers - one (1) for the septage receiving station and one (1) for grit removal.

## **ARTICLE III**

### **Agreement Summary**

The City shall pay Royal for the performance of solid waste management activities and for the provision of solid waste management equipment in accordance with the Service and Price Schedule.

## ARTICLE IV

### **Term of Agreement**

The work will be performed under this Contract shall begin as of January 1, 2019 and shall continue for a period of one (1) year terminating on December 31, 2020.

The City of Beacon reserves the right to renew this contract for two (2) additional one-year terms under the same terms and conditions as this contract.

Royal's Bid Proposal Form and accompanying documentation, dated April 30, 2018, are attached and incorporated into this Contract with the intent that they be binding on the parties in accordance with the terms set forth therein.

Tonnage adjustments will be made upon renewal and shall take effect as of January 1, 2020 of the renewal term.

## ARTICLE V

### **A. Entire Agreement**

The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or Contracts, oral or written, are merged herein. There are no representations or warranties, Contracts, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/ or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the City and Royal. The failure of either party at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

### **B. Compliance with Law**

The parties shall comply with Applicable Laws in performing their respective obligations hereunder.

### **C. Indemnification**

Royal shall, during the performance of this Agreement, take all necessary precautions and place proper safeguards for the prevention of accidents and shall indemnify and save harmless, the City, its employees, officers and agents from any and all liability for damages,

costs, losses, penalties and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party for wrongful death, bodily injury and/ or property damage which are caused solely by willfulness, negligence or carelessness in the performance of the Agreement or in guarding and protecting the same or from any improper methods, materials implements or appliances used in its performance or construction, except to the extent such damages, costs, losses, penalties and expenses are the result of any passive or concurrent negligent act or omission by the City or any of its employees, officers or agents.

**D. Governing Law and Venue**

This Contract and performance under it shall be governed by and construed in accordance with the laws of the State of New York. All claims counterclaims, disputes and other matters in question between the City and Royal, not otherwise resolved, arising out of or relating to this Contract or its breach shall be decided in a court of competent jurisdiction. The City and Royal hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

**E. Severability**

If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

**F. Assignment or Novation**

Royal shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of Royal's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

**G. Prevailing Wage Determination**

Royal shall ensure that the wages to be paid to laborers, workmen or mechanics shall not be less than the prevailing rate of wages as defined in New York Labor Law §220.

**IN WITNESS WHEREOF**, the parties hereto have caused their corporate seals to be hereunto affixed, and, these presents to be signed by their duly authorized officers the day and year first above written.

**APPROVED AS TO FORM:     CITY OF BEACON**

By: \_\_\_\_\_  
**RANDY CASALE, Mayor**

By: \_\_\_\_\_  
**ANTHONY RUGGIERO, City Administrator**

By: \_\_\_\_\_  
**NICHOLAS M. WARD-WILLIS, City Attorney**

**APPROVED AS TO FORM:     ROYAL CARTING SERVICE CO.**

By: \_\_\_\_\_  
**JAMES P. POPOVICH, Vice President**



**EXHIBIT “A”**

**SERVICE AND PRICE SCHEDULE**

## **EXHIBIT "A"**

### **SERVICE AND PRICE SCHEDULE**

#### **SERVICE SCHEDULE**

In addition to the service requirements outlined in the Master Contract, the following requirements shall also apply:

Region 14, Lot 1, Item #1 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers:  $\pm$ 4,300 parcels - 95 gallon automated refuse collection carts picked up curbside once per week

Region 14, Lot 5, Item #2 Single Stream Recycling:  $\pm$ 4,300 parcels - 65 gallon automated refuse collection carts picked up curbside once per week

Region 14, Lot 1, Item #3 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers:  $\pm$ 60 - 35 gallon litter baskets picked up curbside five times per week

Region 14, Lot 1, Item #4 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: additional 95 gallon automated refuse collection cart picked up curbside once per week

Region 14, Lot 1, Item #5 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards - 3 cubic yard container (Fire Station–Main Street) picked up twice per week

Region 14, Lot 5, Item #6 Single Stream Recycling: 65 gallon automated refuse collection cart picked up twice per week (Fire Station–Main Street)

Region 14, Lot 1, Item #7 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards - 3 cubic yard container (City Hall) picked up three times per week

Region 14, Lot 1, Item #8 Disposal of Municipal Solid Waste in Bins Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (soccer club) picked up once per week

Region 14, Lot 1, Item #9 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 2 cubic yard container (Water Treatment Plant) picked up five times per week

Region 14, Lot 1, Item #10 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (Camp) picked up twice per week (seasonal: June – August)

Region 14, Lot 1, Item #11 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yard container – 6 cubic yard container (Fire Station/Legion–South Avenue) picked up once per week

Region 14, Lot 1, Item #12 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yard container – 6 cubic yard container (Transfer Station) picked up once per week

Region 14, Lot 1, Item #13 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 - 95 gallon automated refuse collection carts (City Hall) picked up once per week

Region 14, Lot 1, Item #13.1 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 6 cubic yard container (Memorial Park) picked up twice per week

Region 14, Lot 1, Item #13.2 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (Riverfront Park) picked up twice per week (seasonal: May – September)

Region 14, Lot 1, Item #13.3 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 2 to 10 cubic yards – 4 cubic yard container (Riverfront Park) picked up once per week (seasonal: October – April)

Region 14, Lot 5, Item #14 Single Stream Recycling: 8 cubic yard container (Transfer Station) picked up once per week

Region 14, Lot 3, Item #15 Disposable of Construction and Demolition (C&D) Materials: 20 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 13, Item #16 Recycling of Scrap Metal: 20 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 10, Item #17 Recycling of Corrugated Cardboard: 20 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 6, Item #18 Recycling of Comingled Recyclables (E-Waste Only): 15 cubic yard roll-off container (Transfer Station) on-call

Region 14, Lot 1, Item #19 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 33 gallon container on-call

Region 14, Lot 1, Item #20 Disposable of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers: 4 cubic yard container (Camp) seasonal (September – May) on-call

## **PRICE SCHEDULE**

### **Lot 1 – Disposal of Municipal Solid Waste in Bins, Dumpsters or Roll-off Containers**

#### **Item 1: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\$ 3.20 price per container per pickup

\$ 13,760 price per pickup for all containers (price per container per pickup x number of containers)

\$ 59,580.80 /month -- weekly curbside trash

#### **Item 2: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\$ 1.03 price per container per pickup

\$ 4,429 price per pickup for all containers (price per container per pickup x number of containers)

\$ 19,177.57/month -- weekly curbside recycling

#### **Item 3: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\$ 1.00 price per container per pickup

\$ 60.00 price per pickup for all containers (price per container per pickup x number of containers)

\$ 1,299.00 /month -- weekly City trash/recycling receptacles

#### **Item 4: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\*\$ 4.33 price per container per pickup

\$ 18.75/month

\* Extra 65 gallon container: \$3.68/pickup    \$15.95/month

Extra 35 gallon container: \$2.95/pickup    \$12.75/month

#### **Item 5: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

#### **Item 7: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

#### **Item 8: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

#### **Item 9: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

#### **Item 10: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 price per container per pickup

**Item 11: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

**Item 12: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

**Item 13: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

\$ 0 \_\_\_\_\_ price per pickup for all containers (price per container per pickup x number of containers)

**Item 13.1: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

**Item 13.2: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

**Item 13.3: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

**Item 19: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\$ 2.25 \_\_\_\_\_ price per container per pickup

\$ N/A \_\_\_\_\_ price per pickup for all containers (price per container per pickup x number of containers)

**ADD-A-CAN**

**Item 20: Dumpsters (2 to 10 CY)**

The bidder shall provide the following pricing:

\$ 25.00 \_\_\_\_\_ price per container per pickup

\$ 0 \_\_\_\_\_ Rental fee

**Lot 3 – Disposal of Construction and Demolition (C&D) Materials**

**Item 15: Roll-off Containers (20 to 40 CY)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ Rental Fee (per month)

\$ 78.00 \_\_\_\_\_ Tipping Fee (per ton)

\$ 175.00 \_\_\_\_\_ Haul Charge (per pickup)

**Lots 5 – Single Stream Recycling**

**Item 6: Bins (1 CY or smaller)**

The bidder shall provide the following pricing:

\$ 0 \_\_\_\_\_ price per container per pickup

\$ 0 \_\_\_\_ price per pickup for all containers (price per container per pickup x number of containers)

**Item 14: (2 to 10 CY) Dumpsters**

The bidder shall provide the following pricing for the service

\$ 0 \_\_\_\_ price per cubic yard of dumpster per pickup

\$ 0 \_\_\_\_ price per for the dumpster (price per cubic yard per pickup x dumpster size in CY)

\$ 0 \_\_\_\_ Recyclable Processing Fee (per ton)

\$ 0 \_\_\_\_ Recyclable Floor Price (per ton)

\_\_\_\_ 0 % Revenue Sharing Percentage

**Lot 6 – Recycling of Comingled Recyclables (E-Waste Only)**

**Item 18: Roll-off Containers (15 CY)**

The bidder shall provide the following pricing for the service

\$ 0 \_\_\_\_ price per cubic yard of dumpster per pickup

\$ 117.00 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY) (Haulage)

\$ \*\* \_\_\_\_ Recyclable Processing Fee (per ton)

\$ 0 \_\_\_\_ Recyclable Floor Price (per ton)

\_\_\_\_ 0 % Revenue Sharing Percentage

**Lot 10 – Recycling of Corrugated Cardboard**

**Item 17: Roll-off Containers (20 to 40 CY)**

The bidder shall provide the following pricing for the service

\$ 0 \_\_\_\_ price per cubic yard of dumpster per pickup

\$ 75.00 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY) (Haulage)

\$ 0 \_\_\_\_ Recyclable Processing Fee (per ton)

\$ 0 \_\_\_\_ Recyclable Floor Price (per ton)

\_\_\_\_ 0 % Revenue Sharing Percentage

**Lot 13 – Recycling of Scrap Metal**

**Item 16: Roll-off Containers (20 to 40 CY)**

The bidder shall provide the following pricing for the service

\$ 0 \_\_\_\_ price per cubic yard of dumpster per pickup

\$ 50.00 price per for the dumpster (price per cubic yard per pickup x dumpster size in CY) (Haulage)

\$ 0 \_\_\_\_ Recyclable Processing Fee (per ton)

\$ 0 \_\_\_\_ Recyclable Floor Price (per ton)

\_\_\_\_ 100 % Revenue Sharing Percentage

**\*\* Residents direct pay processing fee per schedule**

EXHIBIT B

Waste Collection Agreement  
Between the City of Beacon and Royal Carting

SOUTH SIDE MAIN STREET

129 Main Street (*Bank Square Coffee House*)  
149 Main Street (*Wood & Cotton*)  
167 Main Street (*Play*)  
Corner of Main Street and Cliff (*Bus Stop*)  
201 Main Street (*Beacon Institute*)  
213 Main Street (*BJ's Restaurant*)  
223 Main Street (*County Building at corner*)  
257 Main Street (*Barber Shop*)  
285 Main Street (*Dry Cleaners*)  
291 Main Street (*Old telephone building*)  
303 Main Street (*Hair Dresser*)  
307 Main Street (*Howland Library*)  
319 Main Street (*formerly Weymes*)  
335 Main Street (*Photography Shop*)  
341 Main Street (*Pizza & Stuff*)  
347 Main Street (*Main Street Cleaners*)  
369 Main Street (*Post Office*)  
381 Main Street (*Towne Crier Cafe*)  
403 Main Street (*Pat Malouf*)  
417 Main Street (*Memorial Building*)  
445 Main Street (*Beacon Creamery*)  
469 Main Street (*Seoul Kitchen*)  
477 Main Street (*Howland Cultural Center*)  
Main Street – (*bench across from South Street*)

NORTH SIDE MAIN STREET

144 Main Street (*Mountain Tops*)  
172 Main Street (*Riverwinds*)  
190 Main Street (*Sign of the Times*)  
200 Main Street (*M & T Bank*)  
200 Main Street (*by clock*)  
240 Main Street (*Izamu*)  
268 Main Street (*Key Food*)  
276 Main Street (*Amarcord*)  
294 Main Street (*Subway*)  
300 Main Street (*Duso Travel*)  
320 Main Street (*Rite Aid*)  
338 Main Street (*near Antalek Insurance*)  
348 Main Street (*Beacon Natural Market*)  
364 Main Street (*Citizens Bank*)  
378 Main Street (*Walden's Building*)  
392 Main Street (*Kennedy Chicken*)  
412 Main Street (*by tree planter*)  
436 Main Street (*Ella's Bellas*)  
466 Main Street (*Beacon Bagel*)  
468 Main Street (*Echo*)  
480 Main Street (*Utensil Store*)  
498 Main Street (*corner of South Street*)  
504 Main Street (*corner of South Street*)  
530 Main Street (*Feng Shui*)

WOLCOTT AVENUE

Wolcott Avenue at Harborview Court  
(*bus stop across from Hudson Avenue*)  
North Avenue at Main (*Robert Pohill Park*)

EAST MAIN STREET

25 East Main Street (*L. Way Building*)  
28 East Main Street (*side of Durkin's Deli*)  
20 East Main Street (*McMillan Building*)

MUNICIPAL PARKING LOTS

Veteran's Place – 1 can  
Tioronda Bridge Park at Wolcott Avenue – 1 can  
206 Main (*near Pleasant Ridge Restaurant*) – 1 can

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## EXHIBIT "C"

June 11, 2018

Randy Casale, Mayor of City of Beacon  
1 Municipal Center  
Beacon, New York 12508

Anthony Ruggiero, City Administrator  
City of Beacon  
1 Municipal Center  
Beacon, New York 12508

### **Re: December Trash and Recycling Weight Survey 2017 Rate Adjustment**

Gentlemen:

#### Survey Results:

Enclosed are summaries of the 2017 trash and recycling surveys for City of Beacon materials collected as follows:

#### 2017 Summary Results:

<u>SURVEY FOR WEEK OF</u>	<u>TRASH (tons)</u>	<u>RECYCLABLES (tons)</u>
December 11, 2017	55.50	-----
December 4, 2017	-----	23.51



September 18, 2017	72.53 <sup>1</sup>	-----
September 25, 2017	-----	19.37
June 12, 2017	71.08	-----
June 19, 2017	-----	21.63
April 3, 2017	66.89	-----
April 10, 2017	-----	21.26

Analysis - Trash:

As you know, the City was not increased in 2018, even though the holdover terms of its Agreement with Royal would have permitted such an increase. Given the City's current 2018 budget constraints, Royal proposes to use the 2014 base rate to compete its increase from July 1, 2018 through December 31, 2018. The 2018 base rate will be applied effective January 1, 2019 for rate adjustments (up or down) based on prior year surveys, it being understood that the 2019 rate will be based on 3 (not 4) quarterly surveys. The initial 2018 survey will be conducted during the week of June 10, 2018 for trash and the week of June 17, 2018 for recycling. The fall and winter surveys will be set at a later time.

Based on the forgoing and in accordance with Section II A.2. of the Waste Collection Agreement Between City of Beacon and Royal Carting (the "Agreement"), the 2018 Burnable Waste payment (provided for in Article III) should have been adjusted based on the 2017 survey results.

The annual estimated average trash disposal to be applied for 2017 is computed as follows:

$$(55.50 + 72.53 + 71.08 + 66.89) \div 4 \times 52 = 3,458 \text{ Tons}$$

---

<sup>1</sup>Monday and Tuesday of this week was not surveyed due to City personnel shortage. The actual tonage collected over the 3 day survey period was 43.52. Adjusting for a 5 day week resulted in estimated survey tonage of 72.53 determined as follows:  $43.52 \text{ tons} \div 3 \times 5 = 72.53 \text{ tons}$ .

Burnable Waste Collection and Disposal:

2014 Base Monthly Payment<sup>2</sup> \$57,863.21

Less: 2017 Weight Survey Result computed as follows:

2014 Agreement budget base of  
300 tons per month X 12 = 3,600.00 Annual Tons<sup>3</sup>

Less 2017 average survey tonnage < 3,458>Tons

Difference 142 Tons

Times Disposal Rate (per ton) X 73.75

2016 Annual Survey Rate Reduction \$10,472.50

Divided by 12 to determine monthly  
rate adjustment ÷ 12

Monthly Adjustment Amount 872.71 <872.71>

Tentative 2018 Adjusted Monthly Burnable Waste Fee<sup>4</sup> \$56,990.50

Therefore, beginning July 1, 2018, through December 31, 2018 the adjusted monthly rate for curbside trash pick up will be 56,990.50<sup>5</sup>.

---

<sup>2</sup>Article III

<sup>3</sup>Article II 2

<sup>4</sup> Effective July 1, 2018.

<sup>5</sup> Per the bid, the recyclables collection fee remains unchanged for 2018.

Please feel free to communicate with me if you have any questions or comments.

Very truly yours,

A handwritten signature in black ink, appearing to be 'JPC' or similar initials, written over a horizontal line.

James P. Constantino  
General Counsel

JPC/cr  
Enclosures

cc: Randy Casale, Mayor  
Reuben Simmons, Jr., Highway Supt.  
Nicholas M. Ward-Willis, Esq.  
Emil Panichi, President  
Betty Guarino, Accounts Supervisor

S:\jconstantino work files\Beacon 2009 Bid\Ltr to Ruggiero re December Trash & Rec Wt Survey and adjusted fee 5-24-18.wpd

## **Waste Collection Agreement Between the City of Beacon and Royal Carting**

### **E-WASTE PRICE LIST**

1	TV-bubble back	\$25
2	Computer monitors-bubble back	\$25
3	TV-flat screen	\$15
4	Computer monitors-flat screen/lap tops	\$15
5	Small scale servers/microwave	\$5
6	Personal Computers w/mouse & keyboard	\$3
7	Fax machines	\$2
8	Printers	\$2
9	Scanners	\$2
10	VCR/DVR/DVD players-Radios	\$2
11	Cable or satellite receivers	\$2
12	Electronic or video game consoles	\$2
13	Portable digital music players	\$1
14	Digital converter boxes	\$1
15	Cell phones	FREE
16	Mouse and/or Keyboard	FREE

**City of Beacon Council Agenda**  
**12/16/2019**

**Title:**

**Resolution Authorizing a Future Operation and Maintenance Agreement Between the City of Beacon and Beacon Engine Company No. 1**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
Resolution Authorizing a Future Operation and Maintenance Agreement Between the City of Beacon and Beacon Engine Company No. 1	Resolution
Future Operation and Maintenance Agreement Between the City of Beacon and Beacon Engine Company No. 1	Agreement
Beacon Engine EAF	EAF



**CITY OF BEACON  
CITY COUNCIL**

Resolution No. \_\_\_\_ of 2019

**RESOLUTION AUTHORIZING THE FUTURE OPERATION AND  
MAINTENANCE AGREEMENT BETWEEN THE CITY OF BEACON AND  
BEACON ENGINE COMPANY NO. 1**

**WHEREAS**, the City Council (“City Council”) of the City of Beacon (the “City”) desires to enter into a Future Operation and Maintenance Agreement with Beacon Engine Company No. 1 (“Beacon Engine”), concerning the real property and improvements on approximately 0.57 acres, Tax Map Designation: 186702 (the “**Property**”), all portions of which are owned by either the City or Beacon Engine; and

**WHEREAS**, the City Council has reviewed and evaluated the Property and has determined the portions of the Property owned City is not needed by the City for any public purpose (other than any public purpose stated herein), and is surplus City property; and

**WHEREAS**, the City and Beacon Engine desires to utilize the Property for firefighting purposes and for such uses incidental and related thereto; and

**WHEREAS**, the City desires its portions of the Property be utilized by Beacon Engine for firefighting purposes, pursuant to the terms and conditions set forth in the Future Operation and Maintenance Agreement (the “Agreement”).

**NOW, THEREFORE, BE IT RESOLVED**, the City Council hereby authorizes the City to execute the Agreement; and

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

**BE IT FURTHER RESOLVED**, that the, City Administrator, is authorized to execute the Agreement, in the form and substance to the satisfaction of the City Attorney, and all additional documentation deemed necessary to perform its obligations under the Agreement.

Resolution No. ____ of 2019			Date: <u>December 16, 2019</u>				
<input type="checkbox"/> Amendments <input type="checkbox"/> Not on roll call.			<input type="checkbox"/> On roll call			<input type="checkbox"/> 2/3 Required. <input type="checkbox"/> 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		<b>Terry Nelson</b>					
		<b>Jodi McCredo</b>					
		<b>George Mansfield</b>					
		<b>Lee Kyriacou</b>					
		<b>John Rembert</b>					
		<b>Amber Grant</b>					
		<b>Mayor Randy J. Casale</b>					
		<b>Motion Carried</b>					

## **FUTURE OPERATION AND MAINTENANCE AGREEMENT**

This FUTURE OPERATION AND MAINTENANCE AGREEMENT (the "Agreement") is made as of the \_\_\_\_ day of December, 2019, by and between the CITY OF BEACON, a municipal corporation with its principal offices at 1 Municipal Plaza, Beacon, New York, 12508 ("City"), and BEACON ENGINE COMPANY NO. 1, a New York not-for-profit corporation with offices at 57 East Main Street, Beacon, New York 12508 ("Beacon Engine").

The City and Beacon Engine (hereinafter collectively referred to as the Parties") agree to the following terms and conditions concerning the property described below:

### **1. PROPERTY DESCRIPTION:**

The property which is the subject of this Agreement is approximately 0.57 acres of real property, comprising of tax lot number 186702 on the Tax Map of the City of Beacon, together with any and all buildings and improvements located thereon (the "Premises").

Title to the Premises was acquired by the Parties as follows:

Beacon Engine Company, having acquired title by deed from Arthur Montfort dated November 10, 1888 and recorded May 18, 1889 in Liber 243, Page 276; and

City of Beacon, having acquired title by deed from Arthur Montfort dated February 21, 1889 and recorded May 18, 1889 in Liber 243, Page 278; and

City of Beacon, having acquired title from Beacon Engine Company dated December 15, 1920 and recorded April 6, 1921 in Liber 414, Page 220.

### **2. PERMITTED USE OF PROPERTY:**

The Parties agree that the Premises shall be used by Beacon Engine and the City for firefighting purposes and for such uses incidental and related thereto, such as career staff utilizing the sleep quarters, showers and communication room, and for no other purpose. There shall be no restrictions on Beacon Engine's use of the portion of the Premises it owns. Beacon Engine agrees to permit the paid firefighters to park their personal vehicles on the parking lot owned by Beacon Engine across the street from the Premises identified as tax lot number 204702 on the Tax Map of the City of Beacon, at no charge.



3. TERM:

The Parties agree that this Agreement shall remain in full force and effect so long as the Premises are used by both parties for firefighting purposes. Once the Premises are no longer utilized for firefighting purposes, either Party can cancel this Agreement, at said Party's sole discretion, upon sixty (60) days written notice to the other.

4. INSURANCE:

The City shall provide General Liability, Property, Fire and Casualty insurance for the portion of the Premises owned by the City and its employees, and shall provide Property insurance for the portion of the Premises owned by Beacon Engine, and name Beacon Engine as an additional insured.

Beacon Engine shall be responsible for obtaining insurance for any personal property it owns and maintains on the Premises. Beacon Engine shall obtain General Liability insurance for the portion of the Premises owned by Beacon Engine and name the City as an additional insured.

On an annual basis the City shall provide Beacon Engine with an invoice for the Property insurance covering the Premises, for which Beacon Engine shall reimburse the City Sixty Percent (60%) thereof within fifteen (15) days of receipt of the invoice. This figure is derived from the 2,910 square feet of the improvements on the Premises owned by Beacon Engine as compared to the 4,688 total square feet of said improvements.

5. INDEMNIFICATION:

Subject to Paragraph 4, above, 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.

6. UTILITIES:

All utility costs for the Premises shall be paid for by the City.

7. OPERATION AND MAINTENANCE:

The City shall be responsible for all maintenance and for any repairs to the Premises, within its sole discretion, at its sole cost and expense.

8. CATASTROPHIC LOSS:

In the event there is a catastrophic loss and there is a payout by any insurance policy, whether or not said policy was required under to this Agreement, the City and Beacon Engine shall share the proceeds 40/60 respectively, pursuant to the proportionate square footage of the improvements on the Premises owned by each Party.

9. SURVEY:

Within sixty (60) days of the execution of this Agreement, the Parties shall obtain a new survey of the Premises, the cost of which shall be split 50/50 by the Parties.

10. ENTIRE AGREEMENT:

This Agreement when signed by both Parties will be the record of the complete Agreement between said Parties concerning the Premises. No verbal agreements or promises will be binding.

11. FURTHER DOCUMENTS:

Each Party to this Agreement agrees to execute, acknowledge and deliver or cause to be delivered, such other deeds, assignments, affidavits, certificates and other instruments and documents as may be reasonably necessary and required by the other party from time to time to confirm and carry out the intent and purpose of this Agreement and the performance of each party's obligations under the terms of this Agreement, in such form as shall be reasonably satisfactory to counsel for both Parties.

12. HEADINGS:

Headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement and shall not be used to interpret or construe this Agreement or any of its provisions.

13. NO THIRD PARTY BENEFICIARIES:

This Agreement is intended for the exclusive benefit of the Parties hereto and shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

14. INTEGRATION:

All prior understandings, agreements, representations and warranties, oral or written, between the Parties, concerning the Premises, are merged in this Agreement which Agreement completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement.

15. INTERPRETATION:

This Agreement shall be interpreted and construed according to its fair meaning and neither for nor against any party hereto irrespective of which Party caused the same to be drafted. The Parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Agreement.

16. GOVERNING LAW; VENUE:

This Agreement shall be interpreted, construed and enforced in accordance with and governed by the internal laws of the State of New York without reference to the principles of conflicts of laws. The Parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the County of Dutchess and State of New York for all purposes in connection with any action, suit or proceeding which arises out of or relates to this Agreement. To the fullest extent it may effectively do so under applicable law, each Party hereby irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in any such court and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

17. AMENDMENTS:

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an agreement in writing signed by the Party against whom enforcement of any such modification, amendment, or waiver is sought, and then such modification, amendment, or waiver shall be effective only in the specific instance and for the specific purpose for which given.

18. FURTHER ASSURANCES:

The Parties shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other party in order to carry out the intent and purpose of this Agreement.

19. SUCCESSORS AND ASSIGNS:

Subject to the terms and conditions hereof, the covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective distributees, legal representatives, successors and assigns.

20. COUNTERPARTS:

This Agreement may be executed by the Parties individually in several separate counterparts, each of which shall be deemed an original, and all of the said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement is intended to be enforceable when executed and delivered by facsimile or by e-mail.

21. SEVERABILITY:

If any term, covenant or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the extent permitted by the law.

22. NOTICES:

Any notice given hereunder shall be in writing and shall be served in person, via facsimile (subject to printout of confirmation of receipt), via email, by nationally recognized overnight express delivery service, or by United States certified mail, with postage prepaid, properly addressed and directed to a party's attorney at the following address:

If to City of Beacon:

City Administrator  
1 Municipal Plaza  
Beacon, New York 12508  
Telephone: (845) 838-5009  
Facsimile: (845) 838-5012

and

Fire Chief  
1 Municipal Plaza  
Beacon, New York 12508  
Telephone: (845) 765-0899  
Facsimile: (845) 831-3516

with a copy to

Nicholas M. Ward-Willis, Esq.  
Keane & Beane, P.C.  
445 Hamilton Avenue, Suite 1500  
White Plains, New York 10601  
Telephone: (914) 946-4777  
Facsimile: (914) 946-6868  
Email: [nward-willis@kblaw.com](mailto:nward-willis@kblaw.com)

If to Beacon Engine:

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused its duly authorized representative to execute this Agreement as of the date first above set forth.

**CITY OF BEACON**

**BEACON ENGINE COMPANY  
NO. 1**

By: \_\_\_\_\_  
Anthony Ruggiero  
City Administrator

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

# 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.

<b>Part 1 – Project and Sponsor Information</b>							
City of Beacon							
Name of Action or Project: Beacon Engine: Execution of Future Operation and Maintenance Agreement between City of Beacon and Beacon Engine Company No. 1							
Project Location (describe, and attach a location map): Improved 0.11 Acre Real Property, Tax Map Designation: 186702 (the "Property")							
Brief Description of Proposed Action: The City of Beacon proposes to enter into a Future Operation and Maintenance Agreement with Beacon Engine Company No. 1 (the "Agreement"). Subject to the terms and conditions of the Agreement, the City of Beacon and Beacon Engine Company No. 1, will utilize the Property for fire fighting purposes.							
Name of Applicant or Sponsor: City of Beacon		Telephone: (845) 838-5009					
		E-Mail: aruggiero@cityofbeacon.org					
Address: 1 Municipal Plaza							
City/PO: Beacon		State: NY	Zip Code: 12508				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
3. a. Total acreage of the site of the proposed action? <span style="float: right;">0.11 acres</span> b. Total acreage to be physically disturbed? <span style="float: right;">0.11 acres</span> c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? <span style="float: right;">0.11 acres</span>							
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ Proposed action is an agreement for the future operation and maintenance of an existing building. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ Proposed action is an agreement for the future operation and maintenance of an existing building. _____	<input checked="" type="checkbox"/>	<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?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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?	<input type="checkbox"/>	<input checked="" 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?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			



14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
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: _____ _____	NO	YES
	<input checked="" 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: _____ _____	NO	YES
	<input checked="" 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: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>City of Beacon</u> Date: <u>12/16/2019</u>  Signature: _____ Title: _____		

Project: Beacon Engine

Date: 12/16/19

## *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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: **Beacon Engine**Date: **12/16/19**

## ***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.

The City of Beacon proposes to enter into a Future Operation and Maintenance Agreement with Beacon Engine Company No. 1 (the "Agreement"). Subject to the terms and conditions of the Agreement, the City of Beacon and Beacon Engine Company No. 1, will utilize the Property for fire fighting purposes.

The execution of the Agreement is considered an Unlisted Action under the State Environmental Quality Review Act ("SEQRA"). The proposed action does not involve any alteration or physical change to the Property. The proposed action will not generate any objectionable odors, noise or light, or create any significant adverse environmental impact on energy. The proposed action will not have any significant adverse impacts upon the environment.

- ☐ 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.

City Council of the City of Beacon

December 16, 2019

Name of Lead Agency

Date

Anthony Ruggiero

Administrator

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)

**PRINT FORM**

**City of Beacon Council Agenda  
12/16/2019**

**Title:**

**City Council Meeting Minutes December 9, 2019**

**Subject:**

**Background:**

**ATTACHMENTS:**

Description	Type
City Council Meeting Minutes December 9, 2019	Minutes

**Regular Meeting**

These minutes are for the regular meeting of the Beacon City Council, held in the Municipal Center at One Municipal Plaza on December 9, 2019. There was a snow storm on December 2, 2019 and the meeting was moved to December 9<sup>th</sup>. Please note that the video recording of this meeting is available at <https://vimeo.com/378575039>

**Council Members Present:**

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

**Council Members Absent:**

Amber Grant, Ward Four (Excused)

**Also Present:**

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

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

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

**Speakers:**

Elaine Ciaccio

Ms. Ciaccio said that a four-story building is not acceptable at 2 Cross Street. The proposed plaza will probably be smaller than the developer is suggesting. She proposed keeping the park and building three stories. She was disturbed to hear that a Planning Board member said that although zoning has been tightening, Council will have to understand that exceptions have to be made. She asked what the point was of tightening the zoning.

Theresa Kraft

Ms. Kraft said that four-story buildings are too big for the City of Beacon. The project at 2 Cross Street is out of character with the surrounding area. Overdevelopment will syphon away tourists.

Ms. Kraft continued, saying that Beacon is not a registered participant of the Certified Local Government program, a federally sponsored program overseen by the State Historic Preservation Office. Joining would give Beacon access to a variety of grants and services.

Arthur Camins

Mr. Camins said he notices that people who live on corner lots don't shovel the corner. There are also a fair number of sidewalks that are not shoveled.

He said that the Cross-Street proposal should be viewed through a proactive lens. A developer should be required to propose only what can be done within the existing code.

### **Public Hearing to Discuss a Special Use Permit Application for 296 Main Street**

Nick Ward-Willis

Mr. Ward-Willis introduced the proposed project, saying that it would convert an existing one-story rear garage into a bar with an outdoor patio and maintain the first-floor retail use and second floor office in the Central Main Street District. It is being considered for a Special Use Permit. Both the County Planning Department and the City Planning Board favorably recommending granting a Special Use Permit.

Theresa Kraft

Ms. Kraft asked the Council to be considerate of the neighbors. She asked them not to grant a Special Use Permit because it will impede on neighbors' lives. Granting approval to expand on a residential street would set a dangerous precedent.

Jeffery Werner

Mr. Werner is the owner of the property. He said that he is nearly ready for the drainage to disconnect his stormwater from the sanitary sewer.

- Motion to Close the Public Hearing by Council Person McCredo
- Second by Council Person Nelson
- Motion Passes 6-0

### **Public Hearing to Discuss a Proposed Local Law to Amend Chapter 223 Section 14 Subsection B of the Code of the City of Beacon Regarding Exterior Lighting**

Theresa Kraft

Ms. Kraft said she supports the proposed local law. She said enforcing the code would be a real challenge. The City needs to strictly enforce the law in the Route 52 corridor in particular. She specifically mentioned the light pollution from the car dealerships on Route 52.

- Motion to Close the Public Hearing by Council person Rembert
- Second by Council person McCredo
- Motion passes 6-0

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**Public Hearing to Discuss a Proposed Local Law to Amend Chapter 223, Sections 41.4, 41.18 and 41.21 of the Code of the City of Beacon Regarding Balconies**

John Clarke, City Planner

Mr. Clarke said that this proposed law would disallow balconies in the Central Main Street, Waterfront Development, and the Linkage Districts. Bay windows and cornices will be allowed to overhang two feet of city property.

Theresa Kraft

Ms. Kraft questioned why the Council would hold a public hearing and a vote on the same topic on the same night. She said that setting a minimum depth of two feet is still not sufficient.

Mayor Casale

Mayor Casale said that although the public hearing and vote are both scheduled for the same night, the vote can be adjourned if the public hearing yields information warranting an adjournment.

- Motion to Close the Public Hearing by Council person Rembert
- Second by Council person McCredo
- Motion passes 6-0

**Public Hearing to Discuss a Proposed Local Law to Amend Chapter 211, Article II, Section 10 and Article III, Section 15 of the Code of the City of Beacon Regarding Traffic Safety Recommendations**

Lieutenant Sands Frost

Lieutenant Frost, a member of the Traffic and Safety Committee said that at Cross Street and West Church Street the proposed law will codify existing parking signs and extend the No Parking Zone by 65 feet in order to allow fire trucks to safely pass.

At Grove Street and Liberty Street, the proposed law would turn the intersection from an uncodified one-way stop to a codified three-way stop. The Traffic Safety Committee considered resident complaints along with the proximity to a school in coming to their decision.

On the east end of Main Street, the existing No Parking Zone would be codified. On Main Street to Ackerman Street the proposed law would extend the No Parking Zone by 20 feet. Additionally, the proposed law would codify an existing No Parking Zone on Main Street at the intersection of North Street.

On Commerce Street the proposed law would extend the existing No Parking Zone on the south side of the street beyond a driveway at 11 Commerce Street to allow users safe ingress and egress. Doing so would eliminate one parking spot on Commerce Street.

Theresa Kraft

Ms. Kraft thanked the Council for the three-way stop on Liberty Street. She said that motorists at an intersection on Leonard Street are unsafe because there are not enough signs alerting them of the one-way traffic direction and the intersection is not have a four-way stop. She also requested a stop sign at the intersection of Willow Street and Main Street.

Council Person Kyriacou

Mr. Kyriacou asked Lieutenant Sands how far the No Parking Zone on Commerce Street would be extended, and subsequently how many parking spaces would be lost by doing so.

Lieutenant Sands

Lieutenant Sands said that the No Parking Zone would be extended by 85 feet however, only one parking spot would be lost due to the presence of other parking deterrents obstructing potential parkers such as telephone poles, a driveway, and a fire hydrant.

Council Person Rembert

Mr. Rembert said that he thinks it is good to remove the parking space on Commerce Street.

- Motion to Close the Public Hearing by Council Person Rembert
- Second by Council Person Nelson
- Motion passes 6-0

## **Council Reports**

Terry Nelson

Council Person Nelson said that he received an email regarding snow removal from sidewalks. He will send the email to the City.

Jodi McCredo

Ms. McCredo said developers proposing four story buildings on Main Street with no set backs are not listening to the Council. She said that although those developers are not listening to the Council, it does not mean the Council has to listen to them.

She also said that she had the pleasure of meeting students in the engineering program at J.V Forrestal. They spoke of ways to improve the community and produced the letter found below.



*Dear Mrs. McCredo,*

*The JV Forrestal Lego League has a proposal for a four way stop sign at the intersection of East Main Street, Spring Street, and Washington Avenue, near BarB's Butchery. Some cars speed on Washington Avenue. It has no current stop sign and it is quite difficult to see around.*

*Thank you very much for looking into this matter. Here is a picture of this intersection.  
Mrs. Waage, Ms. Ebeling, Nolan, Athena, Theodore, Codey, Ike, Lila, & Nico*

Anthony Ruggiero

Mr. Ruggiero read a report on the status of the draught. He said that since the City's reservoirs are continuing to replenish and all three reservoirs are above draught limits the City is no longer in a Stage 1 Drought.

Mayor Casale

Mayor Casale said that the City just installed an electric vehicle charging station in the Visitor's Center parking lot. A second charging station was installed however the City were sent a faulty headpiece and are waiting for a new one.

He announced that Jerry Landisi resigned from the Ethics Committee. Mayor Casale thanked Mr. Landisi for his service to the City and invited residents to fill out an application to take his seat.

Mayor Casale read a Mayoral Certificate of Recognition that he presented to Isabelle Degrazia Berner, a longtime Beacon resident, on her 100<sup>th</sup> birthday.

**Resolution Adopting a Local Law to Amend Chapter 211, Article II, Section 10 and Article III, Section 15 of the Code of the City of Beacon Regarding Traffic Safety  
Recommendations**

Council Person Kyriacou made a motion to table the section of the proposed local law, which calls to extend a No Parking Zone on Commerce Street, until a later meeting. The motion was seconded by Council Person McCredo. Motion passed 6-0.

Amended Resolution Adopting a Local Law to Amend Chapter 211, Article II, Section 10 and Article III, Section 15 of the Code of the City of Beacon Regarding Traffic Safety  
Recommendations Without a Section Extending A No Parking Zone on Commerce Street

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 6 - 0

**Resolution Adopting a Local Law to Amend Chapter 223, Section 14, Subsection B of the Code of the City of Beacon Regarding Exterior Lighting**

- Motion by Council Person McCredo
- Second by Council Person Nelson
- Resolution passes 6 - 0

**Resolution Adopting a Local Law to Amend Chapter 223, Sections 41.4, 41.18 and 41.21 of the Code of the City of Beacon Regarding Balconies**

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 5 - 1

**Resolution Adopting a Local Law to Amend Chapter 149 and Chapter 223 Section 29 of the Code of the City of Beacon Regarding Noise**

- Motion by Council Person Mansfield
- Second by Council Person Rembert

Nick Ward Willis advised the Council to re-motion the resolution to the table because, at an earlier meeting Council Person Mansfield had recused himself from legislating this local law and therefor could not motion the law to the table.

Resolution Adopting a Local Law to Amend Chapter 149 and Chapter 223 Section 29 of the Code of the City of Beacon Regarding Noise

- Motion by Council Person McCredo
- Second by Council Person Nelson

Council Persons Nelson, McCredo, and Rembert voted “Yes” while Council Person Kyriacou and Mayor Casale voted “No” and Council Person Mansfield abstained.

Before the vote was called final, Council Person Kyriacou made a motion to reconsider. Second by Council Person McCredo. Motion passed 6 – 0.

Resolution Adopting a Local Law to Amend Chapter 149 and Chapter 223 Section 29 of the Code of the City of Beacon Regarding Noise

- Council Persons McCredo, Kyriacou, Rembert, and Mayor Casale voted “Yes” Council Person Nelson voted “No” and Council Person Mansfield abstained.
- Resolution Passes 5-1

#### **Resolution Authorizing Adoption of the City of Beacon 2020 Budget**

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 6 - 0

#### **Resolution Authorizing the Adoption of the Capital Plan**

- Motion by Council Person Nelson
- Second by Council Person McCredo
- Resolution passes 6 - 0

#### **Resolution Authorizing the Purchase of a Vacant Lot at the Corner of Wolcott Avenue and Beacon Street**

- Motion by Council Person Mansfield
- Second by Council Person Kyriacou
- Resolution passes 6 - 0

#### **Resolution Adopting a City of Beacon Policy Regarding Naming City Property and other Locations within the City**

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 6 - 0

#### **Resolution to Name Baseball Field at Memorial Park the Shawn M. Antalek Field**

- Motion by Council Person Rembert
- Second by Council Person Nelson

- Resolution passes 6 - 0

**Resolution to Adopt Private Street Names for E911 Purposes**

- Motion by Council Person Nelson
- Second by Council Person McCredo
- Resolution passes 6 - 0

**Resolution of Opposition to MTA Parking Fare Increases at the Beacon and New Hamburg Train Stations**

Motion by Council Person Kyriacou to strike Whereas clauses # 3, 6, 7, 8

Second by Council Person Mansfield

Motion passes 6 – 0

Amended Resolution of Opposition to MTA Parking Fare Increases at the Beacon and New Hamburg Train Stations without Whereas clauses # 3, 6, 7, 8

- Motion by Council Person Mansfield
- Second by Council Person McCredo
- Resolution passes 6 - 0

**Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapter 134 of the Code of the City of Beacon Concerning Historic Preservation for January 21, 2020**

- Motion by Council Person Nelson
- Second by Council Person Mansfield
- Resolution passes 6 - 0

**Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend Chapters 223 and 210 of the Code of the City of Beacon Concerning the City's Schedule of Regulations and Associated Amendments Regarding Permitted Uses in the City of Beacon for January 21, 2020**

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 6 - 0

**Resolution Setting a Public Hearing to Discuss a Proposed Local Law to Amend**

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**Chapter 223, Section 41.18.E(7) of the Code of the City of Beacon Concerning Building Height Special Permits in the CMS District for January 21, 2020**

- Motion by Council Person Rembert
- Second by Council Person Nelson
- Resolution passes 6 - 0

**Resolution Approving an Agreement Between the City of Beacon and the Police Benevolent Association**

Anthony Ruggiero

Mr. Ruggiero summarized the details of the agreement. Some of the highlights include the fact that the PBA agreed to a dedicated Main Street Patrol Officer and the fact that this new agreement will make Beacon more competitive in the market for Police Officers in Dutchess County. The entire agreement can be found here

<http://agenda.cityofbeacon.org/CoverSheet.aspx?ItemID=8441&MeetingID=504>

- Motion by Council Person Rembert
- Second by Council Person Mansfield
- Resolution passes 6 - 0

**Approval of City Council Meeting Minutes November 4, 2019**

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 6 - 0

**Approval of City Council Meeting Minutes November 18, 2019**

- Motion by Council Person McCredo
- Second by Council Person Rembert
- Resolution passes 6 - 0

**Budget Amendments**

- Motion by Council Person McCredo
- Second by Council Person Nelson
- Resolution passes 6 - 0

**Second Opportunity for Public Comment**

Michal Mart

Ms. Mart requested that the City Council decide to be the lead agency for the 2 and 4 Cross Street proposed project.

She also asked for a report showing the number of occupied artists' lofts at the West End Lofts and the corresponding number of applications.

**Motion to Adjourn**

- Motion by Council Person Rembert
- Second by Council Person McCredo
- Resolution passes 6 - 0