COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508

Len Warner
Karen Quiana
Kevin Byrne
Donna Francis
J. Randall Williams
David Jensen
Chair John Gunn

**November 14, 2023**
**7:00 PM**
**Planning Board Agenda**

The Planning Board will meet on Tuesday, November 14, 2023, at 7:00 PM, in the Municipal Center Courtroom. A work session will take place at 7:00 PM, for a training workshop, discussion of agenda items and/or topics of interest to the Planning Board. The regular meeting will begin immediately thereafter, but not later than 7:30 PM.

## Regular Meeting

1. Approval of October 11, 2023, minutes
2. Public hearing of application for Site Plan Approval and Special Use Permit, personal wireless service facility, 375 Washington Avenue, submitted by Verizon Wireless of the East, LP (dba Verizon Wireless).

### Architectural Review

1. Certificate of Appropriateness - 45 Townsend Street; Facade

## Miscellaneous Business

1. Consider request for a six (6) month extension of Special Permit, Mirbeau Inn & Spa (7 Craig House Lane), submitted by Mirbeau of Beacon, LLC.
2. Final review of the proposed brick for Two Cross Street, submitted by Hudson Todd, LLC.
3. Consider request for a six (6) month extension of Special Use Permit, 16 West Main Street, submitted by JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC.
4. City Council request to review Local Law to make amendments to the Beacon Zoning Code, Chapter 223, concerning internal lot subdivisions.

**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

Approval of October 11, 2023, minutes

**ATTACHMENTS**

**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

Public hearing of application for Site Plan Approval and Special Use Permit, personal wireless service facility, 375 Washington Avenue, submitted by Verizon Wireless of the East, LP (dba Verizon Wireless).

**ATTACHMENTS**

Verizon 375 Washington PB 10.11.23, 11.14.23 ResponseToComments_20230822.pdf

Verizon 375 Washington PB 10.11.23, 11.14.23 TectonicVRE_20230727.pdf

Verizon 375 Washington PB 10.11.23, 11.14.23 ENC - RF Zoning 08142023.pdf

Verizon 375 Washington PB 10.11.23, 11.14.23 20231005Supplemental_#1_RFEngineeringReport.pdf

Verizon 375 Washington PB 10.11.23, 11.14.23 Hedgewood - RF Zoning 10022023.pdf

Lanc & Tully PB Verizon - Fairview Cemetery 10-06-23 review.pdf

John Clarke PB 375 Washington Comm Tower 11.10.23.pdf

375 Washington Verizon PB 11.14.23 public comment Glendale Estates HOA.pdf

Young / Sommer LLC

ATTORNEYS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205
Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

Writer's Telephone Extension: 258
solson@youngsommer.com

August 22, 2023

***Via Federal Express***
Planning Board
City of Beacon
One Municipal Plaza
Suite One
Beacon NY 12508

**Re: Application of Verizon Wireless for a Personal Wireless Service Facility at 375 Washington Avenue (SBL 6055-04-+713005)**

Dear Chairman Gunn and Members of the Planning Board:

Enclosed are fifteen (15) copies of the following documents with respect to the above-referenced application:

1. Redacted copy of Land Lease Agreement between The Fairview Cemetery Association and Verizon Wireless;
2. Tectonic Engineering letter dated August 18, 2023 in response to the comments of John Clarke Planning and Design;
3. Tectonic Engineering letter dated August 18, 2023 in response to the comments of Lanc & Tully P.C.; and
4. The revised site plans last dated August 18, 2023.

Very truly yours,

Scott P. Olson

Encl.
cc: Jackie Bartolotta, Tectonic (via email, w/ encl.)

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SITE NAME: Hedgewood
MDG ID: 5000349173
ATTY/DATE: Y/S March 29, 2023

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of Apr 28, 2023, 2023, between **The Fairview Cemetery Association**, with its principal offices located at 375 Washington Avenue, Beacon, New York 12508, hereinafter designated LESSOR and **Verizon Wireless of the East LP d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

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

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 375 Washington Avenue, City of Beacon, Dutchess County, New York, Tax Map No. 6055-04-713005 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 10,000 square feet and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment; (ii) eighteen months from the date of full execution of this Agreement. The parties agree to acknowledge the Commencement Date in writing.

3. EXTENSIONS.

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

(b) EXTENSION RENTALS. The annual rental for each such five (5) year extension term shall be equal to one hundred two percent (102%) of the annual rental payable with respect to the prior year.

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of _____ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at PO Box 157, Glenham, New York 12527 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESEE shall pay LESSOR, within ninety (90)

days of full execution of this Agreement, a one-time signing bonus, as additional rent, in the sum of $6,000.00. LESSOR and LESSEE acknowledge and agree that the initial rental payment and signing bonus may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 30+/- foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY.

(a) LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises is (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

(b) In no event shall funerals, ceremonies, the sale of graves, crypts, niches or other burial places, the burial of remains or cremains, the installation of markers or memorials, visits to burial places, maintenance of Cemetery grounds, or any activity falling within the normal operation of the Cemetery, be deemed to adversely affect or interfere with LESSEE's improvements, the operation of LESSEE, or the rights of LESSEE under this Agreement. LESSEE acknowledges that LESSOR does not regularly plow, shovel, or otherwise remove snow or ice from the access road or from any other path to the Premises, and LESSEE agrees that in no event shall any failure by LESSOR to plow, shovel, or otherwise remove snow or ice be deemed to adversely affect or interfere with LESSEE's use of the Premises, the operation of LESSEE, or the rights of LESSEE under this Agreement, or constitute a breach by LESSOR of any provision of this Agreement. The maintenance and repair, including snow or ice removal from any and all such access roads or paths to the Premises or consisting of the Premises, shall remain the sole responsibility of LESSEE, provided that LESSEE's obligations to remove snow or ice shall be related solely to its access to the Premises.

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7. IMPROVEMENTS.

(a) The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

(b) LESSEE and any assignee, successor-in-interest, or sub-tenant agrees that all improvements, including any modifications, changes or alterations, permitted under this Agreement will be installed, constructed, maintained, and operated in a manner that properly reflects the nature of the Cemetery as a dignified and respectful place of burial. Without limiting the generality of the preceding sentence: (i) to the extent permitted by the utility company that serves the Property, all electric lines, transmission cables, and other similar facilities, excluding transformers and other utility appurtenances that are typically installed above ground, shall be installed underground by LESSEE, or any assignee, successor-in-interest, or sub-tenant within the Cemetery and in such location as shall be reasonably approved by LESSOR in writing; and (ii) LESSEE and any assignee, successor-in-interest, or sub-tenant of LESSEE shall use their best efforts to minimize interference with funerals, ceremonies, burials, installation of markers or memorials, visits to burial places, maintenance of Cemetery grounds, and other normal operations of the Cemetery. LESSEE must schedule the initial construction with LESSOR.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vii) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (viii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) any and all claims 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, and (ii) reasonable attorney's fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the

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extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE. The Parties agree that LESSEE at its own cost and expense, will maintain commercial general liability insurance with limits of .J for bodily injury (including death) and property damage each occurrence. LESSOR at its own cost and expense will maintain commercial general liability insurance with a per occurrence limit and a ) aggregate limit. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center at (800-621-2622) or to LESSOR at (845-831-5401) the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment 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 the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month-to-month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third-party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 60 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest, or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

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17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, 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. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the 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 the Agreement.

18. LESSOR'S TITLE.

(a) 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 Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

(b) LESSEE acknowledges that LESSOR is a public cemetery corporation and that the Property is used as a public cemetery and that LESSOR and the Cemetery are subject to the provisions of Article 15 of the Not-for-Profit Corporations Law and the regulations promulgated thereunder (including, but not limited to, 19 NYCRR § 201.16) and to the New York State Cemetery Board.

19. ASSIGNMENT.

(a) Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

(b) LESSEE may, in its sole discretion, sublet, license or otherwise allow the use of all or any part of the Premises without any prior approval or consent of the LESSOR, upon the payment of per month per additional tower user beyond LESSEE, payable by such sublessee, licensee or other user (hereinafter, a "user") directly to LESSOR. LESSEE shall notify LESSOR of any and all fully executed sublease agreements, which notice shall include the following: (i) the contact information of the sublessee; and (ii) the commencement date of the sublease.

(i) Notwithstanding any other provision of this Agreement: (1) no additional payment shall be due to LESSOR where such sublease, license or other use is required, ordered or negotiated as a condition of approval by or with any governmental authority having jurisdiction over LESSEE or the Premises, for

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governmental, emergency services or other public service use; and (2) LESSEE shall not be required to obtain approval from the LESSOR for such use.

(ii) LESSEE shall have the sole right to determine whether it will sublet, license or otherwise allow the use of any portion of the Premises or whether it will sublet, license or enter into any other usage agreement with any specific user. LESSEE shall have no liability of any nature to LESSOR for failure to sublet, license or otherwise allow the user of all or any part of the Premises to any or all potential user(s).

(iii) LESSEE shall not be responsible to LESSOR for the collection or payment of rents by any user to LESSOR hereunder and shall have no liability to LESSOR in the event of failure of payment by any such user.

(iv) Any user agreement that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. LESSEE shall have the right to require, in its sole discretion, that any such user(s) enter into a three-party agreement with LESSOR and LESSEE to confirm the direct payment obligation to LESSOR hereunder, document LESSOR's consent to said agreement and otherwise memorialize said user's agreement to all terms and conditions of this Agreement.

(v) It is understood and agreed by the Parties that the additional payment hereunder shall only apply if LESSEE is able to accommodate all of the third-party user's facilities within the Premises. If LESSEE is unable to accommodate any or part of said user's facilities within the Premises, then LESSOR may enter into an agreement with the user for a portion of the property that said user requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and said user, for the portion of user's facilities that are located on the property outside LESSEE's Premises.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, 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: The Fairview Cemetery Association
PO Box 157
Glenham, New York 12527

And Dylan Harris Esq.
Lewis & Greer PC
510 Haight Avenue

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Poughkeepsie, New York 12603

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

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

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor in interest or Purchaser will honor all of the terms of the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in

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this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is 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. 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 amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE. However, notwithstanding the foregoing, LESSOR shall not by virtue of any activity arising out of its operations as a cemetery association be liable for any costs or expenses set forth herein.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS.

(a) During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, 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

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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 (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) 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, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

(b) 1506-E of the Not-for-Profit Corporation Law. It is the intent of the parties hereto to comply in all respects with Section 1506-E of the Not-for-Profit Corporation Law of the State of New York. To that end, the parties agree as follows:

1. Board Approval. This agreement shall not be effective unless approved by the Board of the Fairview Cemetery Association. The minutes of the meeting of the Board approving this lease are attached as Exhibit C.

2. Bond to be posted. To cover the estimated cost of the removal of the structure to be erected herein, at the end of the term, Lessee has posted a bond in the sum of )0 which is attached hereto as Exhibit D.

3. Visual Buffer. In order to establish a visual buffer around the installation to be made herein, the Lessee will erect a fence and plantings in accordance with the landscaping plan annexed hereto as Exhibit E.

4. Notice. A notice shall be posted a minimum of ten (10) days prior to submission of the application to the Cemetery Board at each corner of the demised property which such notice shall provide information written in plain English concerning the proposed lease and, if the proposed lease includes construction of new structures or buildings, such notice shall include a drawing, which shall be an accurate rendition of the proposed construction. In addition, such notices shall state the telephone number and address where comments may be received and the last date on which such comments will be accepted, which shall be no earlier than sixty days following the date the notices are posted. See Notice attached hereto as Exhibit F.

28. TAXES.

(a) LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity. Lessee will make every effort to have the demised Premises identified as a separate parcel for assessment purposes with all property taxes paid directly to the Town, County and School District as may be required.

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(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification. This provision shall not apply to any rentals entered into by the LESSOR for Cemetery purposes.

31. 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. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

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(b) LESSEE shall pay all costs of constructing LESSEE's improvements, any modifications, additions or alterations thereto, and any other improvement constructed by LESSEE in full and when due, and shall not permit or suffer the filing of any mortgages, leasehold mortgages, financing statement, mechanic's lien, or other lien of any kind or description. If any such mortgage, leasehold mortgage, financing statement, mechanic's lien or other lien is filed, LESSEE shall promptly satisfy same and cause same to be discharged and satisfied of record.

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

**LESSOR: The Fairview Cemetery Association**

By: Rose Story

Name: Rose Story

Its: President

Date: 3/31/23

**LESSEE: Verizon Wireless of the East LP d/b/a Verizon Wireless**

**By Cellco Partnership, its General Partner**

By: DocuSigned by: Rommel Angeles CB0404E9DCBB429...

Name: Rommel Angeles

Its: Director - Network Engineering

Date: Apr 28, 2023

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

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enjoy the said premises. Third That the said premises are free from encumbrances. Fourth that the party of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth that the party of the first part will forever warrant the title to said premises.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Sealed and Delivered In presence of C. B. Merrick — Thos. R. Fox (SS)

State of New York } ss:
County of Dutchess }

On this ninth day of October in the year One thousand eight hundred and ninety four before me personally Came Thomas R. Fox Known to me and to me known to be the individual described in and who executed the foregoing Instrument and acknowledged that he executed the same.

John F. Ringwood
Notary Public.

Recorded Oct. 13. 1894 @ 10.16 a. M.

James Emans, Clerk

L. 276. P. 463

This Indenture made the Eight day of September in the year Eighteen hundred and ninety four Between Henry G. Wolcott and Julia H. his wife of the Town of Fishkill County of Dutchess State of New York parties of the first part and The Fairview Cemetery Association of Matteawan Dutchess County New York party of the second part. Witnesseth that the said parties of the first part in consideration of Eleven Thousand two Hundred and seventy two 50/100 Dollars lawful money of the United States paid by the party of the second part do hereby grant and release unto the said party of the second part its Successors and assigns forever

All that tract piece or parcel of land situate in the Town of Fishkill aforesaid and bounded and described as follows: Beginning at a post set on the easterly side of the road leading from Matteawan to Beacon

DEED

276/463

(1)

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Depot and running thence with other lands of party of the first part south forty six degrees thirty five minutes east seven hundred Eighty seven (787) feet to a post thence south fourteen degrees ten minutes west five hundred seventy (570) feet to a hickory tree marked thence south fifty Eight degrees forty Eight minutes west three hundred forty three (343) feet to an angle in the wall thence south twenty four degrees thirty four minutes west One hundred fifty seven (157) feet to corner of walls thence south fifty degrees twenty seven minutes east two hundred thirty four (234) feet to lands of Mrs. P. A. Brinckerhoff thence with said Mrs. Brinckerhoff's land north seventy one degrees thirty five minutes east nine hundred seventy five (975) feet to lands of Hilton & others thence with said Hilton's land north six ten degrees six minutes east fifteen hundred & seventy two (1672) feet to lands of John McFarlin thence with said McFarlins land north Eighty four degrees twelve minutes west seven hundred (700) feet thence north four degrees fifty minutes east six hundred & Eighty (680) feet thence north forty six degrees thirty minutes west forty Eight (48) feet to the easterly side of the road aforesaid thence with the easterly side of said road south westerly fourteen hundred ninety two (1492) feet to the place of Beginning. Containing fifty & 104/1000 Acres of land

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises. To Have and To Hold the above granted premises unto the said party of the second part its successors and assigns forever. And the said Henry G. Wolcott one of the parties of the first part does covenant with said party of the second part as follows: First: That the parties of the first part are seized of the said premises in fee simple and have good right to convey the same. Second That the party of the second part shall quietly enjoy the said premises. Third that the said premises are free from encumbrances. Fourth That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. Fifth that said Henry G. Wolcott one of the parties of the first part will forever warrant the title to said premises.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

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Sealed and Delivered
In presence of
James G. Meyer

Henry G. Wolcott (Seal)
Julia H. Wolcott (Seal)

State of New York } ss:
County of Dutchess } On this 7th day of September in the year one thousand eight hundred and ninety four before me personally came Henry G. Wolcott and Julia H. Wolcott his wife known to me and to me known to be the individuals described in and who executed the within Instrument and severally acknowledged that they executed the same.

James G. Meyer
Notary Public.

Recorded Oct. 15. 1894 @ 8 a. m.

James Emmons
Clerk

This Indenture made the 16th day of October One Thousand Eight hundred and ninety four Between S. H. Brown Administrator de Bonis Non &c. of John Rockefeller deceased of the first part and Fred S. Lyke of the second part Witnesseth whereas the said party of the first part on the 11th day of January One thousand Eight hundred and ninety two recovered a judgment in the Surrogate's Court of Dutchess County on a decree bearing date Janry 11th 1892 in favor of the estate of John Rockefeller against Catharine Rockefeller for $764.48. Now this Indenture Witnesseth that the said party of the first part in consideration of two Dollars to him duly paid has sold and by these presents does assign transfer and set over unto the said party of the second part and his assigns the said judgment and all sum and sums of money that may be had or obtained by means thereof or in any proceedings to be had thereupon. And the said party of the first part doth hereby constitute and appoint the said party of the second part and his assigns his true and lawful attorney irrevo

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## EXHIBIT "B"

**SITE PLAN OF THE PREMISES** is a portion of the property located at 375 Washington Avenue, City of Beacon, Dutchess County, New York

Tax Map No. 6055-04-713005

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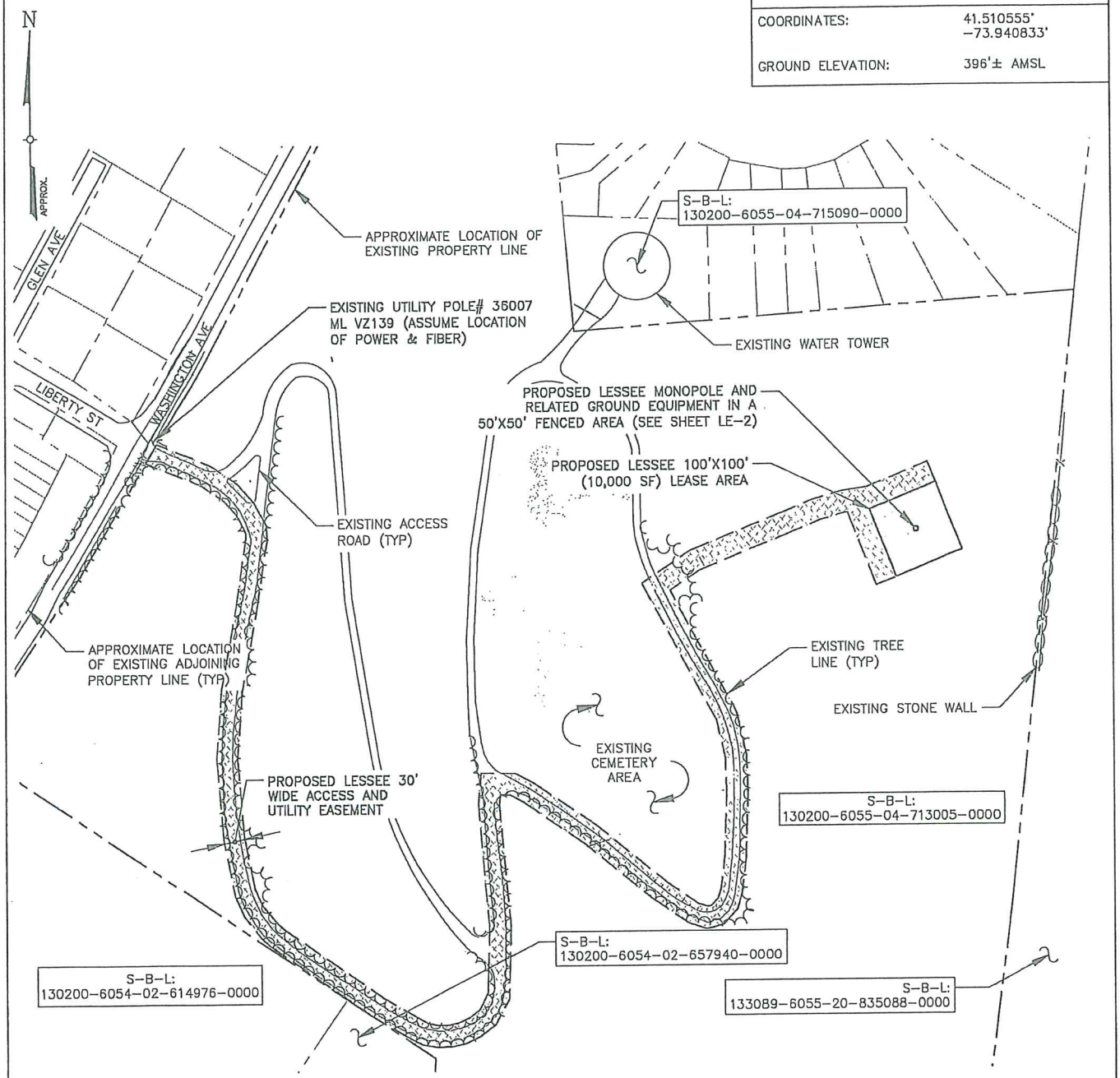
| SITE INFORMATION | |
|---|---|
| COORDINATES: | 41.510555° −73.940833° |
| GROUND ELEVATION: | 396'± AMSL |




| NOTE |
|---|
| 1. THIS DRAWING IS FOR OPTION, LEASE, LICENSE AND PERMITTING PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. |
| 2. FINAL UTILITY EASEMENT LOCATION WILL BE DETERMINED BY THE UTILITY COMPANY. |

1 / LE-1 PROPERTY PLAN

SCALE: 1" = 200'

0 1

ORIGINAL SIZE IN INCHES

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd.
Suite 101
Latham, NY 12110
Phone: (518) 783-1630
(800) 829-6531
www.tectonicengineering.com

HEDGEWOOD – LEASE EXHIBIT

PROJECT # 20161509174 – LOCATION CODE # 432847

375 WASHINGTON AVE – CITY OF BEACON – DUTCHESS COUNTY, NY 12508

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

| TEC WO: 11272.005 | ISSUED BY: JF | DATE: 9/16/22 | SCALE: AS NOTED | SHEET: LE-1 | REV: 1 |
|---|---|---|---|---|---|

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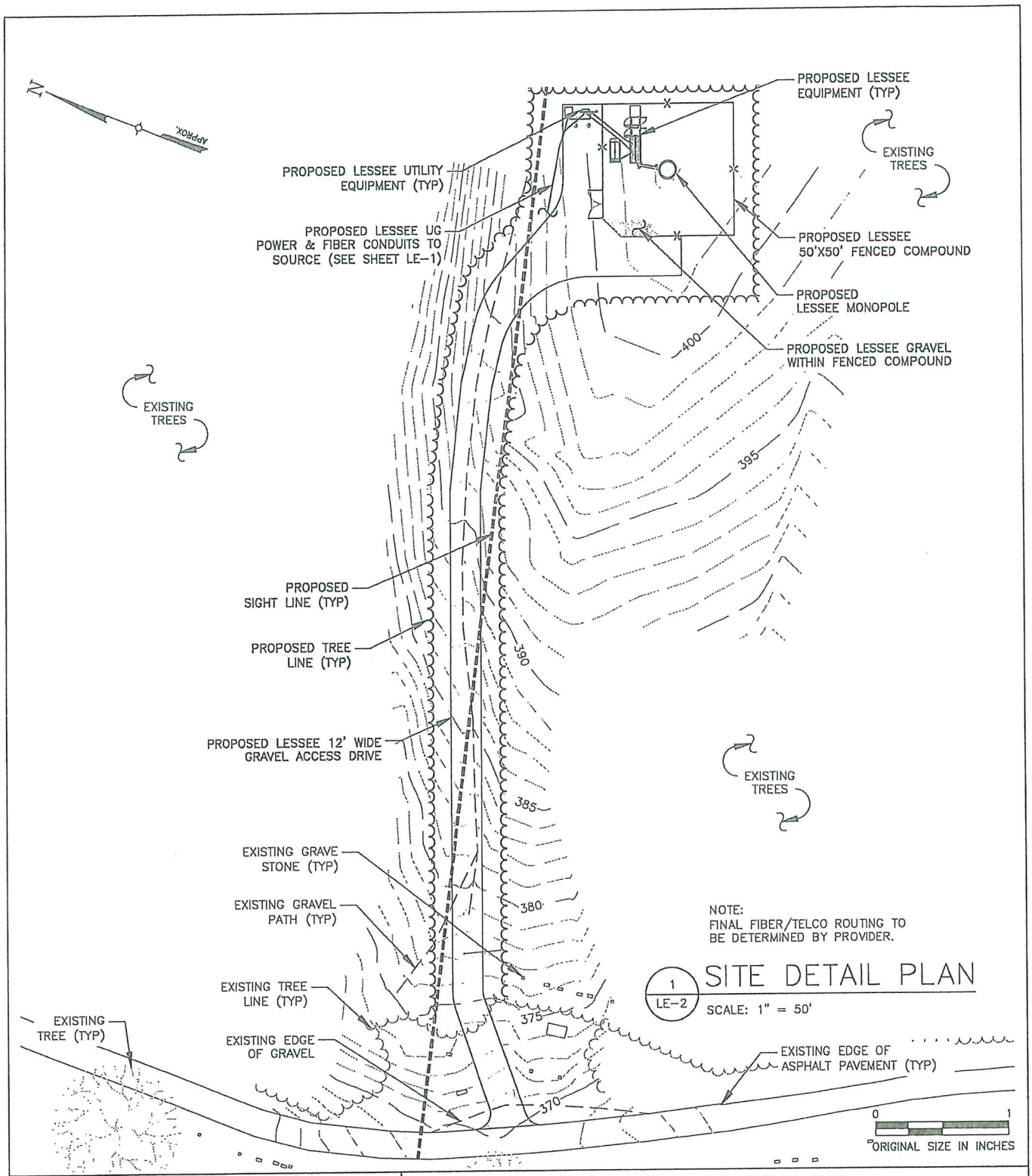


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HEDGEWOOD – LEASE EXHIBIT

PROJECT # 20161509174 – LOCATION CODE # 432847

375 WASHINGTON AVE – CITY OF BEACON – DUTCHESS COUNTY, NY 12508

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

| TEC WO: 11272.005 | ISSUED BY: JF | DATE: 9/16/22 | SCALE: AS NOTED | SHEET: LE-2 | REV: 1 |
|---|---|---|---|---|---|

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EXHIBIT "C"

FAIRVIEW CEMETERY ASSOCIATION BOARD MEETING MINUTES

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# Fairview Cemetery Association
## June 8, 2022

In attendance: Rose Story, Roger Story, Martha Murphy, Roger Bogardus, Marian (Vikki) Ventresca

Financial report was given by Martha Murphy and accepted as read.

President Rose Story discussed the offer made by Verizon for the lease of property 100 x 100. We were offered a $5,000 sign on bonus and max rent of $1,600 a month. A 2% rent escalation once a year. They also would pay $300/mo for every carrier that collocates on the tower. Excludes municipal antennas by the City of Beacon. After a brief discussion by members present it was put to a vote. It was decided to accept their offer by a unanimous vote. Rose stated we would need to get a lawyer.

With no other business meeting was ajourned.

Respectfully
Marian (Vikki) Ventresca
Secretary

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EXHIBIT "D"

REMOVAL BOND

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Leah Juenger
Client Representative

Marsh USA Inc.
800 Market Street
Suite 1800
St. Louis, MO 63101
314-342-2439
Leah.Juenger@marsh.com
www.marsh.com

September 8, 2022

Darchelle Turner
Verizon Wireless
4 Centerock Road
West Nyack, NY 10994

**Subject:** New Bond

**Principal:** Verizon Wireless of the East LP
**Obligee:** The Faireview Cemetery Association
**Bond Description:** Removal
**Bond Amount:**
**Bond Number:** 107676717
**Surety Name:** Travelers Casualty and Surety Company of America

Dear Darchelle:

In response to the request dated 09/07/2022, I am pleased to enclose the above-referenced bond document that is based on the information we received with the request.

Prior to filing with The Faireview Cemetery Association the following items need to be completed:

1. Signed by authorized officer
2. Officer's name and title inserted below signature
3. Corporate seal affixed (if applicable)

As always, the bond document should be re-checked for accuracy before filing with The Faireview Cemetery Association.

If you have any questions, please feel free to contact me. Thank you for allowing Marsh to service your surety needs.

Sincerely,

Leah Juenger
Client Representative

Enclosure

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**TOWER / STRUCTURE / ANTENNA/ EQUIPMENT REMOVAL BOND**

**Bond #107676717**

**Site Name: Hedgewood**
**Site Location: 375 Washington Avenue, Beacon, NY 12508**
**Verizon Project #: 20161509174**
**Verizon Tower Location Code: 432847**

KNOW ALL MEN BY THESE PRESENTS, THAT, **Verizon Wireless of the East LP, One Verizon Way, Basking Ridge, NJ, 07920**, as Principal, and **Travelers Casualty and Surety Company of America** a corporation duly organized under the laws of the State of **Connecticut**, as Surety, are held and firmly bound unto **The Faireview Cemetery Association, P.O. Box 157, Glenham, NY 12527**, as Obligee, in the sum of ) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the Principal has entered into a written agreement with the property owner for the placement of a tower(s), structure(s), antenna(s), and/or equipment furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such tower(s), structure(s), antenna(s), and/or equipment and which agreement is hereby specifically referred to and made part hereof, and

WHEREAS, the Obligee requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower(s), structure(s), antenna(s), and/or equipment.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocation of a tower(s), structure(s), antenna(s), and/or equipment, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee by certified mail. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Provided that no action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought within twelve (12) months of the cancellation date of this bond.

THIS BOND signed, sealed, dated on the **8th** day of **September, 2022**. This bond is effective the **12th** day of **September, 2022**.

**Verizon Wireless of the East LP**
Principal

By:_____

**Travelers Casualty and Surety Company of America**
Surety

By:_____
**Leah L. Juenger, Attorney-In-Fact**

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State of Missouri
County of St. Charles } ss:

On this 8th day of September, 2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Leah L. Juenger

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 21, 2024

Debra C. Schneider Notary Public

DEBRA C. SCHNEIDER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: July 21, 2024
Commission Number: 12419088

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TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Leah L. Juenger of St. Louis, Missouri, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

HARTFORD, CONN.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED,** that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED,** that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED,** that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of September, 2022.

HARTFORD, CONN.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.***

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Mr. John Gunn
Beacon Planning Board Chair
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

August 18, 2023

RE: Verizon Wireless Tower "Fairview Cemetery"
Verizon Wireless Site Name: Hedgewood
Tax ID: 130200-6055-04-713005
375 Washington Avenue, City of Beacon, New York

Dear Mr Gunn:

This letter is provided in response to the comments raised in the May 8, 2023 memorandum prepared by Mr. John Clarke, with John Clarke Planning and Design. We offer the following responses on behalf of the applicant, Verizon Wireless:

1. The project narratives and Site Plan sheets do not include any detailed description of existing site conditions, leading to the following questions:

   (a) Is this the best location off the cemetery driveway to avoid impacts on current grave sites?

   RESPONSE: Yes. The driveway follows an existing trail that is in a clearing flanked by grave sites on both sides. Our survey has located all grave sites in the vicinity of the driveway and there are no conflicts. The persons managing the cemetery have also approved the location of the new driveway.

   (b) What are the typical diameter and number of trees to be removed for the access drive and equipment compound, and can any large specimen trees be avoided?

   RESPONSE: Sheet C-1B has been updated to show individual trees 6" caliper and greater throughout the project area. The tree locations and sizes were obtained via field survey. The driveway design follows the existing trail which is the ideal location with respect to topography and tree preservation.

**Project Contact Info**

36 British American Boulevard, Suite 101 | Latham, NY 12110
518.783.1630 Tel | 518.783.1544 Fax

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(c) What are the tree heights in the area to determine how exposed the monopole will be?

RESPONSE: The existing trees near the tower are in the 60-70 foot range. However, this is only one of several factors which affect visibility of the monopole. The most important factor is vegetation, topography, and structures in the near-field of a point of view toward the tower. As you can see in the visual resource evaluation report, the 2-mile study area is heavily developed, and outside the developed areas is blanketed by woods. This results in the tower being visible from only a few vantage points throughout the viewshed.

2. Section 223-26.4D(10) requires a visual impact assessment based on appropriate modeling, photographic simulation, or other techniques. Photo-simulations from key public visibility points should be included in the application.

   RESPONSE: The balloon fly was completed on July 17, 2023 and the corresponding visual resource evaluation report with photosimulations is included in this resubmittal package.

3. Section 223-26.4L outlines possible visual mitigations measures. What stealth design, color treatment, or other methods will minimize visual impacts?

   RESPONSE: Based on the limited visibility of the tower, visual mitigation has not been investigated for this application. We look forward to receiving feedback from the Planning Board on the visual assessment report.

4. The proposed outdoor lighting must comply with Section 223-14B with fill cut-off, down-lit fixtures.

   RESPONSE: The proposed light fixture is in compliance with the City Code. We have added additional notes and photometrics to Sheet C-4B of the site plans.

Should you have any questions, please do not hesitate to contact the undersigned at (518) 783-1630.

Sincerely,
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.

Steven M. Matthews, PE
Managing Director – Engineering

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

Mr. John Gunn
Beacon Planning Board Chair
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

August 18, 2023

RE: Verizon Wireless Tower "Fairview Cemetery"
Verizon Wireless Site Name: Hedgewood
Tax ID: 130200-6055-04-713005
375 Washington Avenue, City of Beacon, New York

Dear Mr Gunn:

This letter is provided in response to the comments raised in the May 4, 2023 memorandum prepared by Mr. John Russo, P.E. with Lanc & Tully, P.C. We offer the following responses on behalf of the applicant, Verizon Wireless:

1. Section 223-26.4, paragraph D(10), of the city of Beacon Zoning Code states that the applicant shall prepare "A visual impact assessment of the proposed wireless telecommunications services facility based upon appropriate modeling, photographic simulation and other pertinent analytical techniques as required by the Planning Board." It is recommended that the applicant prepare visual sightline profiles from various vantage points as determined by the Planning Board, as well as visual renderings from those vantage points.

   RESPONSE: The balloon fly was completed on July 17, 2023 and the corresponding visual resource evaluation report with photosimulations is included in this resubmittal package.

2. In accordance with Section 223-26.4, paragraph D(12), a copy of the lease agreement with the property owner shall be provided to the Planning Board.

   RESPONSE: A copy of the lease agreement is provided in this resubmittal package.

3. The plans should note the varying diameter of the monopole at various heights along its length.

   RESPONSE: Monopole diameters are noted in the site plan drawings on Sheet C-3.

4. The plans shall state the proposed color of the monopole tower.

   RESPONSE: A note stating the tower will have a galvanized steel finish (gray in color) is shown on Sheet C-3.

**Project Contact Info**

36 British American Boulevard, Suite 101 | Latham, NY 12110
518.783.1630 Tel | 518.783.1544 Fax

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5. The proposed silt fencing along the gravel drive for the project, as shown on Sheet C-1B, should be shifted so that the trenching for the underground utilities is located within the area captured by the silt fence. At present the plans show the silt fencing to run atop or to the inside of this area to be trenched.

   RESPONSE: The silt fencing has been corrected as requested. See Sheet C-1B.

6. As shown on Sheet C-1A, the underground utilities will be crossing the paved drives within the Fairview Cemetery at 4 locations. The plans shall include construction details for the restoration of the pavement.

   RESPONSE: Pavement restoration for utility trenching is shown on Detail 3 of Sheet C-4C.

7. The proposed underground utilities to be run along the access drives from and to Washington Avenue shall be installed outside of any drainage swales so as to allow for continued proper maintenance of the drainage on the site. A note shall be added to the plans in regard to this.

   RESPONSE: Based on our site inspection and survey, there are no drainage swales along the sides of the access roads where utility trenching is to occur.

8. Sheet C-4B contains a proposed lighting detail. Note No. 2 for this detail states "Light shall be used by Verizon Wireless technicians during emergency maintenance operations". Note No. 3. states "Light shall be provided with a shut off dial timer." It is unclear as to why the light needs a shut-off dial timer if it is only to be used by technicians during emergency maintenance operations. This should be clarified further.

   RESPONSE: The note on Sheet C-4B has been updated. In short, the dial timer is a fail safe that will shut off when the timer expires. This feature is implemented to eliminate the possibility of the technician forgetting to shut the light off when the leave the site, which would keep the light running for weeks or months until the next time a technician visits the site.

Should you have any questions, please do not hesitate to contact the undersigned at (518) 783-1630.

Sincerely,
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.

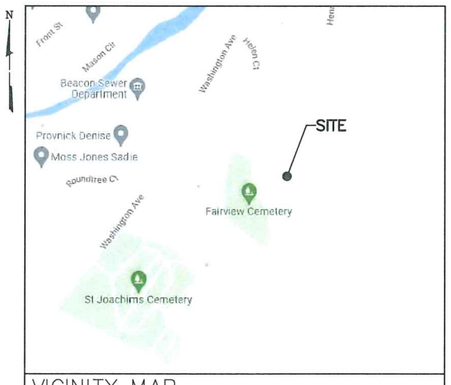
Steven M. Matthews, PE
Director of Engineering

# VERIZON WIRELESS OF THE EAST LP,
# d/b/a

verizon

## SITE NAME:
# HEDGEWOOD

## RE PROJECT NUMBER: 20161509174
## LOCATION CODE: 432847




VICINITY MAP

## DIRECTIONS

DIRECTIONS TO SITE: FROM NORTH GREENBUSH, GET ON I-90 W FROM US-4 S AND NY-43 W, FOLLOW FOR ±3.2 MILES. MERGE ONTO I-90 W, FOLLOW FOR ±1.2 MILES. TAKE EXIT 6A TO MERGE ONTO I-787 S TOWARD ALBANY, FOLLOW FOR ±3.4 MILES. USE THE RIGHT 2 LANES TO TAKE EXIT 1 TO MERGE ONTO I-87 S, FOLLOW FOR ±83.0 MILES. TAKE EXIT 17 TOWARD I-84/NY-300/NY-17K/SCRANTON/NEWBURGH, FOLLOW FOR ±0.7 MILES. KEEP LEFT TO CONTINUE TOWARD I-84 E, FOLLOW FOR ±0.1 MILE. KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR I-84 E/DANBURY AND MERGE ONTO I-84 E, FOLLOW FOR ±8.2 MILES. TAKE EXIT 44 FOR NY-52 TOWARD FISHKILL/BEACON, FOLLOW FOR ±0.1 MILE. TURN RIGHT ONTO NY-52, FOLLOW FOR ±0.2 MILES. TURN LEFT ONTO OLD GLENHAM RD, FOLLOW FOR ±0.9 MILES. TURN LEFT ONTO MAPLE ST, FOLLOW FOR ±0.1 MILE. CONTINUE ONTO WASHINGTON AVE, FOLLOW FOR ±0.8 MILES. TURN LEFT AT LIBERTY ST, FOLLOW FOR ±0.2 MILES. SITE WILL BE ON THE LEFT.

| | |
|---|---|
| SITE ADDRESS: | 375 WASHINGTON AVE<br>BEACON, NY 12508 |
| MUNICIPALITY: | CITY OF BEACON |
| COUNTY: | DUTCHESS |
| TAX MAP NUMBER: | 130200-6055-04-713005-0000 |
| ZONING DISTRICT: | R1-120 ONE FAMILY<br>HISTORIC DISTRICT AND LAND MARK OVERLAY ZONE |
| STRUCTURE COORDINATES: | 41.510545°<br>-73.940514° |
| GROUND ELEVATION: | 402.1'± AMSL |
| PROPERTY OWNER: | FAIRVIEW CEMENTARY ASSN<br>P.O. BOX 157<br>GLENHAM, NY 12527 |
| APPLICANT: | VERIZON WIRELESS<br>1275 JOHN STREET, SUITE 100<br>WEST HENRIETTA, NY 14586 |
| CONTACT PERSON: | KATHY POMPONIO |
| CONTACT PHONE: | (585) 321-5435 |

PROJECT SUMMARY

## PROJECT DESCRIPTION

THE PROPOSED WORK CONSISTS OF INSTALLING CELLULAR ANTENNAS AND RELATED EQUIPMENT ON A PROPOSED MONOPOLE AND THE INSTALLATION OF EQUIPMENT AT GRADE WITHIN A PROPOSED FENCED COMPOUND. PROJECT INCLUDES THE CONSTRUCTION OF A NEW GRAVEL ACCESS DRIVEWAY AND UNDERGROUND POWER AND FIBER UTILITIES TO SERVICE THE FACILITY.

| SHT. NO. | DESCRIPTION | REV NO | REVISION DATE |
|---|---|---|---|
| T-1 | TITLE SHEET | 2 | 8/18/23 |
| | | | |
| AD-1 | ADJOINERS PLAN | 2 | 8/18/23 |
| AD-2 | ADJOINERS LIST | 2 | 8/18/23 |
| AD-3 | ADJOINERS LIST | 2 | 8/18/23 |
| | | | |
| SB-1 | SETBACK PLAN | 2 | 8/18/23 |
| | | | |
| C-1A | OVERALL SITE PLAN | 2 | 8/18/23 |
| C-1B | GRADING & EROSION CONTROL PLAN | 2 | 8/18/23 |
| C-2 | SITE DETAIL PLAN | 2 | 8/18/23 |
| C-3 | ELEVATION & ORIENTATION PLAN | 2 | 8/18/23 |
| C-4A | SITE DETAILS | 2 | 8/18/23 |
| C-4B | SITE DETAILS | 2 | 8/18/23 |
| C-4C | SITE DETAILS | 2 | 8/18/23 |
| C-5 | EQUIPMENT ELEVATIONS | 2 | 8/18/23 |

## SHEET INDEX

THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS OF CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEEN REVISED AND ISSUED "FOR CONSTRUCTION".

Before You Dig, Drill Or Blast!

UDIG-NY

UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION

CALL US TOLL FREE 811 OR 1-800-962-7962

NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice

UDIGNY - NEW YORK

## DO NOT SCALE DRAWINGS

THESE DRAWINGS ARE FORMATTED FOR 22"x34" FULL SIZE AND 11"x17" HALF SIZE. OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

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

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
38 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 839-8331
Latham, NY 12110 www.tectonicengineering.com

| WORK ORDER NUMBER | DRAWN BY |
|---|---|
| 11272.005 | MQ |

| NO. | DATE | ISSUE |
|---|---|---|
| 0 | 11/7/22 | FOR REGULATORY |
| 1 | 4/11/23 | FOR ZONING |
| 2 | 8/18/23 | PER TOWN COMMENTS |

RELEASED BY | DATE

STATE OF NEW YORK
STEVEN M. MATTEO
087507
LICENSED PROFESSIONAL ENGINEER

UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

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0 1 2 3
ORIGINAL SIZE IN INCHES

SITE INFORMATION

HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS

375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE

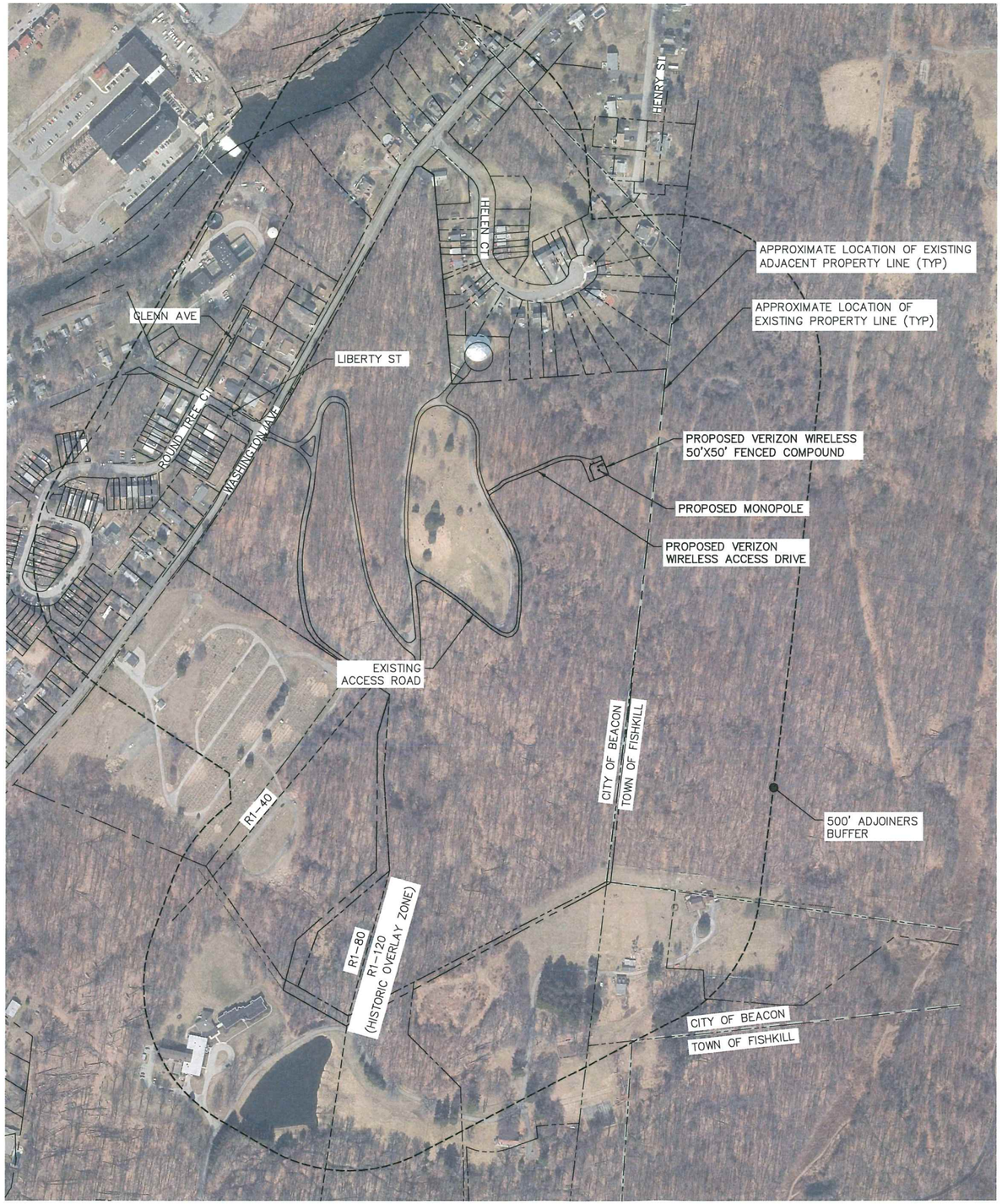
TITLE SHEET

SHEET NUMBER

T-1

N

GRID




1 AD-1 ADJOINERS PLAN

SCALE: 1" = 400' (11x17 SIZE)
1" = 200' (22x34 SIZE)

NOTE:

THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
36 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 828-8531
Latham, NY 12110 www.tectonicengineering.com

| WORK ORDER NUMBER | DRAWN BY |
|---|---|
| 11272.005 | MQ |

| NO. | DATE | ISSUE |
|---|---|---|
| 0 | 11/7/22 | FOR REGULATORY |
| 1 | 4/11/23 | FOR ZONING |
| 2 | 8/18/23 | PER TOWN COMMENTS |

RELEASED BY | DATE

STATE OF NEW YORK
STEVEN M. MATTEWS
LICENSED PROFESSIONAL ENGINEER
087507

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ORIGINAL SIZE IN INCHES

SITE INFORMATION
HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
ADJOINERS PLAN

SHEET NUMBER
AD-1

Rubin J. Rivera
25 Helen Ct
Beacon, NY 12508
For Property:13020006055000473912700000

Jesse A. Friedlander
3 Lisa Ln
Monticello, NY 12701
For Property:13020006055000816060660000

Jessie J. Williams
476 Liberty St
Beacon, NY 12508
For Property:13020006055000816190860000

Jason A. Pultz
509 Washington Ave
Beacon, NY 12508
For Property:13020006055000472017700000

Lorraine Browne
34 Helen Ct
Beacon, NY 12508
For Property:13020006055000472910100000

Adrienne Z. Haynes
59 Roundtree Ct
Beacon, NY 12508
For Property:13020006055000815690220000

Gina Canen
63 Roundtree Ct
Beacon, NY 12508
For Property:13020006055000815670180000

Edwin Gonzalez
226 Henry St
Md Beacon, NY 12508
For Property:13308900605500207511510000

Michael Wolfe
37 Millholland Dr
Fishkill, NY 12524
For Property:13308900605400007908250000

David DeLuca
508 Washington Ave
Beacon, NY 12508
For Property:13020006055000469718700000

Charles G. Bentley
84 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157706060000

Leon Richard Stevens
218 Henry St
Beacon, NY 12508
For Property:13308900605500207501760000

Michael Nurik
37 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157504100000

James M. Ruyack
518 Washington Ave
Beacon, NY 12508
For Property:13308900605500197072010000

Archdiocese of New York
1011 First Ave
New York, NY 10022
For Property:13020006054000269985500000

Church Of St Joachim
61 Leonard St
Beacon, NY 12508
For Property:13020006054000265794000000

Joseph P. Gentile
27 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008159404300000

Jacqueline Palmer Allen
18 Helen Ct
Beacon, NY 12508
For Property:13020006055000470712700000

W Edward Robinson
29 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008159204300000

Stacy M. Bernstein
57 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157002400000

Ralph E. Johnson, III
231 Henry St
Md Beacon, NY 12508
For Property:13308900605500207691380000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020006054000259680800000

Carl F. Rubing
46 Helen Ct
Beacon, NY 12508
For Property:13020006055000476511100000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020006055000471509000000

Michele A. Bulson, Trustee
388 Washington Ave
Beacon, NY 12508
For Property:13020006055008161604500000

Andrew Wilson
17 Helen Ct
Beacon, NY 12508
For Property:13020006055000472213000000

Gregory Harrison
40 Helen Ct
Beacon, NY 12508
For Property:13020006055000474510200000

City Of Beacon
1 Municipal Ctr
Beacon, NY 12508
For Property:13020006055000466219300000

Doreena M. Robinson
17 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008160404500000

Marlene J. McNeil
15 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008161705200000

Peter Skorewicz
23 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008159804400000

Rafael Torres
350 Washington Ave
Beacon, NY 12508
For Property:13020006055008158800300000

Jevina S. Lackhan
11 Helen Ct
Beacon, NY 12508
For Property:13020006055000472213800000

Fairview Cemetery Assn
PO Box 157
Glenham, NY 12527
For Property:13020006055000471300500000

Robert J. Werlau, Jr
39 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157704100000

George E. Moffitt, LT
1 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008162406500000

Edward Mandigo
374 Washington Ave
Beacon, NY 12508
For Property:13020006055008160603100000

Michael E. Campbell
26 Helen Ct
Beacon, NY 12508
For Property:13020006055000471011100000

Mohamed Zakria
11 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008161905600000

Hilaria Moran deHernandez
23 Helen Ct
Beacon, NY 12508
For Property:13020006055000473712600000

Faith D. Cole
1 Glen Ave
Beacon, NY 12508
For Property:13020006055008263308800000

Mario Rodriguez
41 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157904000000

Diane Antezzo Bernardo
92 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008158101200000

Vincent V. Sheeley
336 Washington Ave
Beacon, NY 12508
For Property:13020006054002557593000000

Glendale Dev Estates HOA
54 Helen Ct
Beacon, NY 12508
For Property:13020006055000473314000000

Annagjid Paulin
PO Box 504
Castle Point, NY 12511
For Property:13020006055000476112000000

Kenneth Bolton
51 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157203000000

Li-Chu Chien
33 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157104300000

Aline Morris
15 Helen Ct
Beacon, NY 12508
For Property:13020006055000472213200000

Stella E. Heady
478 Washington Ave
Beacon, NY 12508
For Property:13020006055000467116000000

Evelyn Provnick, LT
473 Liberty St
Beacon, NY 12508
For Property:13020006055008160740000000

Vanessa Frets
31 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008158904300000

Beverly B. Sarich
8 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008160306200000

Metra Homeowner Assoc
49 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008158507000000

Shannon Kathleen Murphy
162 Hiddenbrooke Dr
Beacon, NY 12508
For Property:13020006054000228987600000

Nina Kalach
11701 Park Ln #B2J
Kew Gardens, NY 11418
For Property:13020006055008157500400000

Vincent V. Sheeley
336 Washington Ave
Beacon, NY 12508
For Property:13020006054002558199300000

Gabriella Szentimrey
400 Washington Ave
Beacon, NY 12508
For Property:13020006055008264208300000

Glendale Dev Estates HOA
54 Helen Ct
Beacon, NY 12508
For Property:13020006055000470211900000

Vincent V. Sheeley
336 Washington Ave
Beacon, NY 12508
For Property:13020006054002558299500000

Angelina T. Falzone
12 Helen Ct
Beacon, NY 12508
For Property:13020006055000470513500000

Vincent V. Sheeley
336 Washington Ave
Beacon, NY 12508
For Property:13020006054002558598800000

Jenna Gottlieb
38 Helen Ct
Beacon, NY 12508
For Property:13020006055000473810100000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020006055000461919000000

Charlie Hayes
450 Washington Ave
Beacon, NY 12508
For Property:13020006055008265311600000

Felix A. Class
86 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008157800700000

Carole J. Pelaia
7 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008162106000000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020006055000465614500000

Gerardo Montoya
502 Washington Ave
Beacon, NY 12508
For Property:13020006055000469317900000

Hung P. Truong
61 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008156802000000

Edwin Gonzalez
226 Henry St
Md Beacon, NY 12508
For Property:13020006055000474215500000

James M. Ruyack
518 Washington Ave
Beacon, NY 12508
For Property:13020006055000470519700000

Vincent V. Sheeley
336 Washington Ave
Beacon, NY 12508
For Property:13020006054002557399800000

Charles M. Murphy
45 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008158303800000

Mohammed- Ismail-S Mohammed-Fakir
12 Monarch Dr
Hopewell Junction, NY 12533
For Property:13020006055008158006000000

Christopher Ryan Gebert
27 Helen Ct
Beacon, NY 12508
For Property:13020006055000474112900000

Metra Homeowner Assoc
49 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008161904900000

Mariana P. Garzon
19 Helen Ct
Beacon, NY 12508
For Property:13020006055000472112000000

Stephen P. Marzovilla
13 Roundtree Ct
Beacon, NY 12508
For Property:13020006055008161805400000

Whitney Garritt
354 Washington Ave
Beacon, NY 12508
For Property:13020006055008159203080000

James Van Buren
171 Hiddenbrook Dr
Beacon, NY 12508
For Property:13020006054002503078970000

Chevron U S A Inc
PO Box 285
Houston, TX 77001
For Property:13308900605500208350880000

Joseph M. Lampe
42 Helen Ct
Beacon, NY 12508
For Property:13020006055000475010400000

Thomas M. Dunderdale
366 Washington Ave
Beacon, NY 12508
For Property:13020006055008160021000000

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.
Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Project Contact Info
38 British American Blvd. Phone: (518) 783-1630
Suite 101 (800) 829-8531
Latham, NY 12110 www.tectonicengineering.com

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| 11272.005 | MQ |

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| 2 | 8/18/23 | PER TOWN COMMENTS |

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STEPHEN M. MATTINA
087507
LICENSED PROFESSIONAL ENGINEER

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0 1 2 3
ORIGINAL SIZE IN INCHES

SITE INFORMATION
HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
ADJOINERS LIST

SHEET NUMBER
AD-2

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020000605500815950830000

Fulton Avenue Realty
47 Fulton Ave
Beacon, NY 12508
For Property:13020000605500826391100000

Dominque Lake
918 Ramble Run Rd
Baltimore, MD 21220
For Property:13020000605500816640640000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020000605500826310650000

Yolanda Smith
55 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815700260000

Erica C. Guerrido
21 Helen Ct
Beacon, NY 12508
For Property:13020000605500047341230000

Edward J. Pavone
480 Washington Ave
Beacon, NY 12508
For Property:13020000605500046831690000

Steven P. Stanulewich
505 Washington Ave
Beacon, NY 12508
For Property:13020000605500047141700000

Rachel Jane Lockett
380 Washington Ave
Beacon, NY 12508
For Property:13020000605500816130400000

Joseph J. Gentile
16 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815790590000

Gloria E. Hall
486 Liberty St
Beacon, NY 12508
For Property:13020000605500826360750000

Diwakar Sahai
Vandenburgh Pl 160B
Troy, NY 12180
For Property:13020000605500047041230000

Sandra Leggett Grant
3 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816230630000

Chastity Beato
88 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815790090000

Metra Homeowner Assoc
49 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816240690000

Jared W. Rutherford
35 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815730420000

Thomas Dunderdale
358 Washington Ave
Beacon, NY 12508
For Property:13020000605500815930160000

William Ferro
47 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815850370000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020000605500816110890000

Ashik Ramkalawon
44 Helen Ct
Beacon, NY 12508
For Property:13020000605500047581050000

Fred J. Holmes
21 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816000440000

Anthony J. Spillane
5 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816220610000

Judy Carrasquillo
53 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815710270000

Liliana Rodriguez, Trustee
378 Washington Ave
Beacon, NY 12508
For Property:13020000605500816100350000

Glendale Dev Estates HOA
54 Helen Ct
Beacon, NY 12508
For Property:13020000605500047181080000

Daniel M. Wilenchik
90 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815800110000

Leon R. Stevens
218 Henry St
Beacon, NY 12508
For Property:13020000605500047281720000

Fulton Avenue Realty
47 Fulton Ave
Beacon, NY 12508
For Property:13020000605500826481010000

Carl E. Lucy, LT
487 Washington Ave
Beacon, NY 12508
For Property:13020000605500847021520000

City Of Beacon
1 Municipal Plz
Beacon, NY 12508
For Property:13020000605500847081400000

Patricia E. Kreger
65 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815660160000

Christal Rodriguez
490 Washington Ave
Beacon, NY 12508
For Property:13020000605500846891750000

Metra Homeowner Assoc
49 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815900310000

Adam Brown
525 Washington Ave
Beacon, NY 12508
For Property:13020000605500816020610000

Joseph Lavetsky
32 Helen Ct
Beacon, NY 12508
For Property:13020000605500847241010000

Hyacinth Alleyne
2 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816070680000

Lisa C. Hasbrouck
24 Helen Ct
Beacon, NY 12508
For Property:13020000605500847091140000

Thomas L'Heureux
515 Washington Ave
Beacon, NY 12508
For Property:13308900605500197261880000

Regina Martinez
19 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816020440000

St Joachims Church
61 Leonard St
Beacon, NY 12508
For Property:13020000605400026149760000

Mario Capparelli
402 Washington Ave
Beacon, NY 12508
For Property:13020000605500826470920000

Karel Murray
304 Lincoln Ave E
Mt Vernon, NY 10553
For Property:13020000605500847071170000

Ju Ping Tu
55 Park Ave Apt 10E
New York, NY 10016
For Property:13020000605500815760590000

Carmen Vazqueztell
14 Helen Ct
Beacon, NY 12508
For Property:13020000605500047051320000

Daniel T. Aloisi
13 Helen Ct
Beacon, NY 12508
For Property:13020000605500047221340000

Andres Rivera
2 Glen Ave
Beacon, NY 12508
For Property:13020000605500826380970000

Timothy W. Kimmel
5 Forest View Dr
Hopewell Junction, NY 12533
For Property:13020000605500826280800000

Ralph E. Johnson, III
231 Henry St
Beacon, NY 12508
For Property:13020000605500047661290000

Pamela B. Drew
12 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816010590000

Navienne J. Dunkley
50 Helen Ct
Beacon, NY 12508
For Property:13020000605500047581260000

Brittany L. McIntyre
9 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500816200580000

Robert W. McKeon, LT
477 Liberty St
Beacon, NY 12508
For Property:13020000605500816120720000

Hazel Rountree
25 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815960430000

Terrence R. Stanulwich
36 Helen Ct
Beacon, NY 12508
For Property:13020000605500047331010000

Nancy Gilliland
370 Washington Ave
Beacon, NY 12508
For Property:13020000605500816030260000

446 Washington Avenue LLC
1158 North Ave
Beacon, NY 12508
For Property:13020000605500826561070000

Robert R. Pendley
28 Helen Ct
Beacon, NY 12508
For Property:13020000605500047131090000

Stephanie Martin
29 Helen Ct
Beacon, NY 12508
For Property:13020000605500047441310000

Timothy P. Smith
43 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815810390000

Matthew Schleifer
522 Washington Ave
Beacon, NY 12508
For Property:13308900605500197152080000

Zbigniew Waksmundski
80 Roundtree Ct
Beacon, NY 12508
For Property:13020000605500815730020000

Margaret M. Scianna
472 Liberty St
Beacon, NY 12508
For Property:13020000605500816070930000

Mario Negron
16 Helen Ct
Beacon, NY 12508
For Property:13020000605500047061290000

Emily Tomasi
516 Washington Ave
Beacon, NY 12508
For Property:13020000605500047031930000

Michael Wolfe
200 Mountain Ln
Beacon, NY 12508
For Property:13020000605400027448130000

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1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

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0 1 2 3
ORIGINAL SIZE IN INCHES

SITE INFORMATION
HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
ADJOINERS LIST

SHEET NUMBER
AD-3

1 SB-1 SETBACK PLAN
SCALE: 1" = 300' (11x17 SIZE)
1" = 150' (22x34 SIZE)

NOTE:

1. THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR.

## BULK REQUIREMENTS

CITY OF BEACON
ZONING DISTRICT: R1-120 – 1 FAMILY RESIDENTIAL
HISTORIC DISTRICT AND LANDMARK OVERLAY ZONE

| | REQUIRED | EXISTING | PROPOSED |
|---|---|---|---|
| MINIMUM YARDS (TOWER) | | | |
| FRONT: | 124 FT | – | 992 FT |
| SIDE: | 124 FT | – | 311 FT |
| REAR: | 124 FT | – | 185 FT |
| MINIMUM YARDS (COMPOUND) | | | |
| FRONT: | 75 FT | – | 961 FT |
| SIDE: | 50 FT | – | 280 FT |
| REAR: | 75 FT | – | 151 FT |
| MAXIMUM TOWER HEIGHT: | 150' | – | 124 FT |

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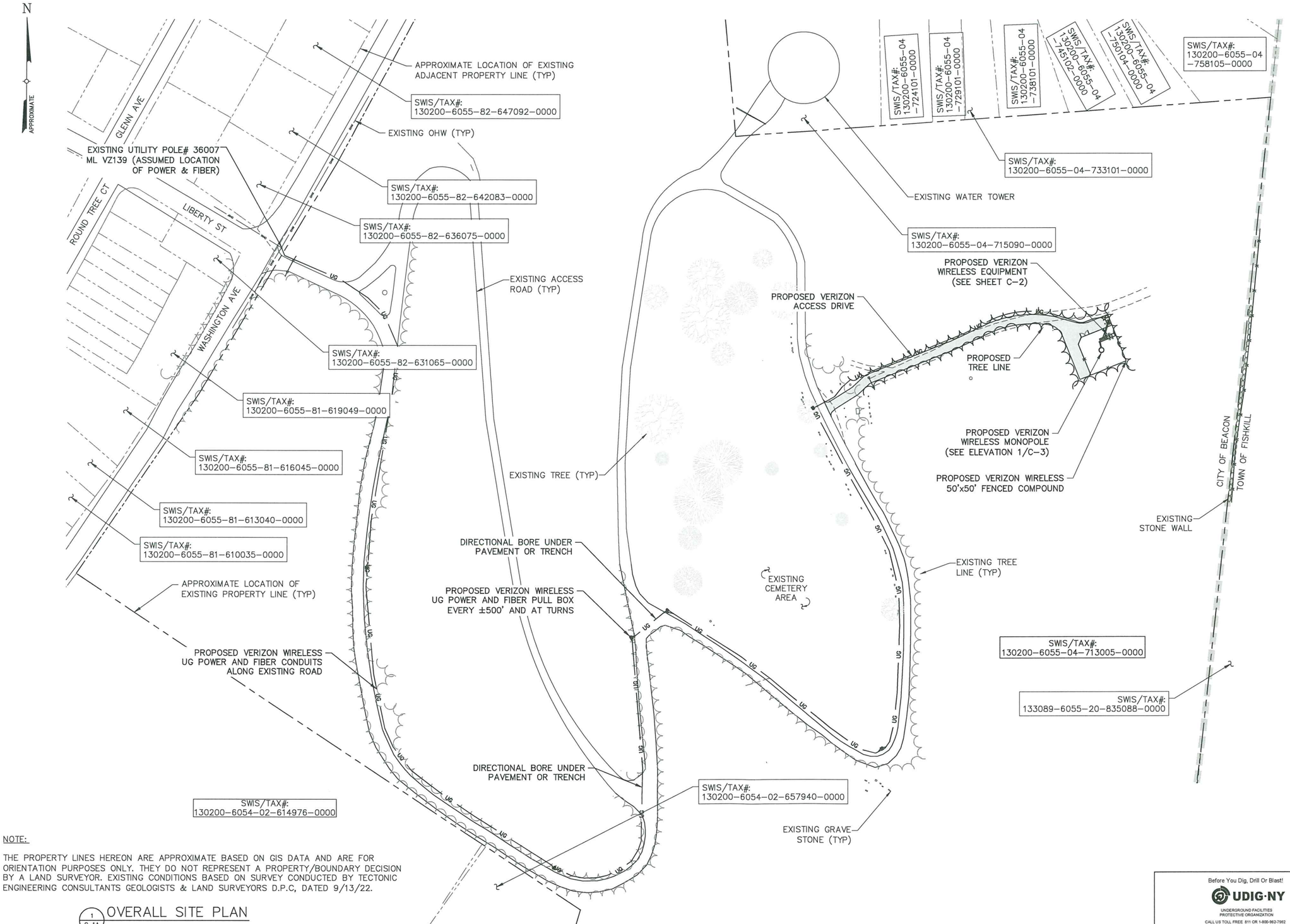
SITE INFORMATION
HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
SETBACK PLAN

SHEET NUMBER
SB-1




NOTE:

THE PROPERTY LINES HEREON ARE APPROXIMATE BASED ON GIS DATA AND ARE FOR ORIENTATION PURPOSES ONLY. THEY DO NOT REPRESENT A PROPERTY/BOUNDARY DECISION BY A LAND SURVEYOR. EXISTING CONDITIONS BASED ON SURVEY CONDUCTED BY TECTONIC ENGINEERING CONSULTANTS GEOLOGISTS & LAND SURVEYORS D.P.C, DATED 9/13/22.

1 / C-1A OVERALL SITE PLAN

SCALE: 1" = 120' (11x17 SIZE)
1" = 60' (22x34 SIZE)

Before You Dig, Drill Or Blast!
UDIG-NY
UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION
CALL US TOLL FREE 811 OR 1-800-962-7962
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.
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WEST HENRIETTA, NY 14586

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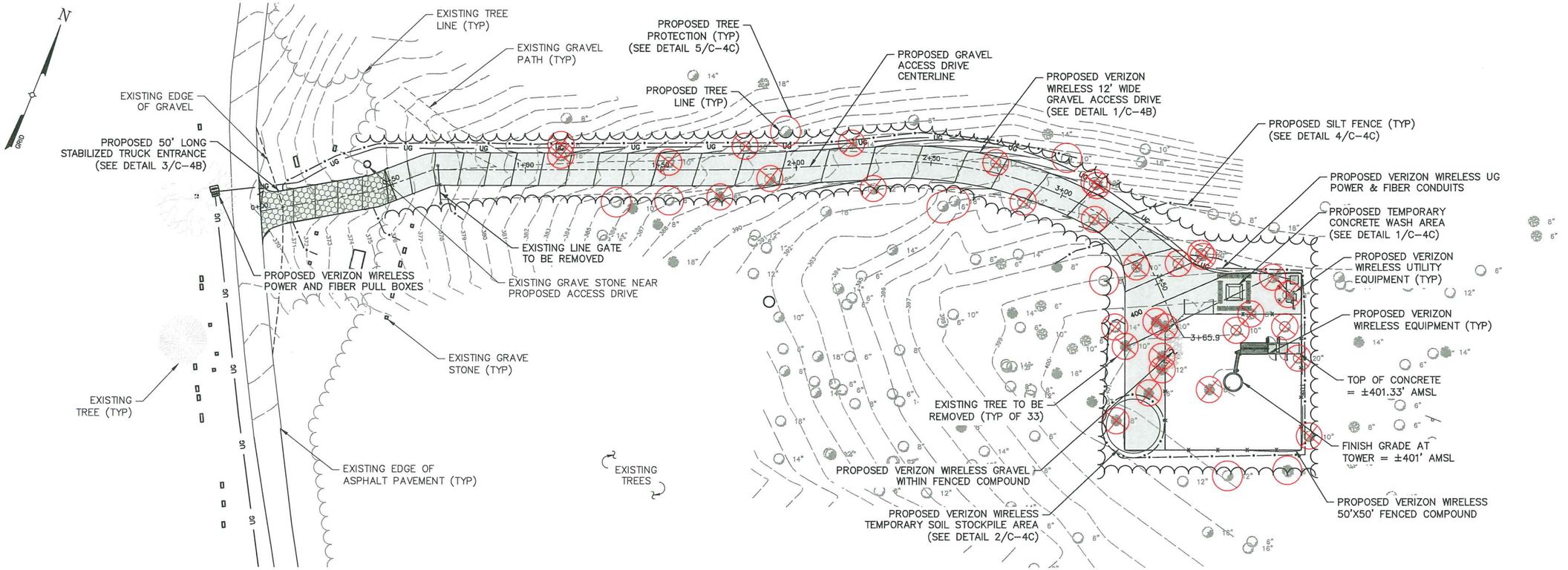
ORIGINAL SIZE IN INCHES

SITE INFORMATION
HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

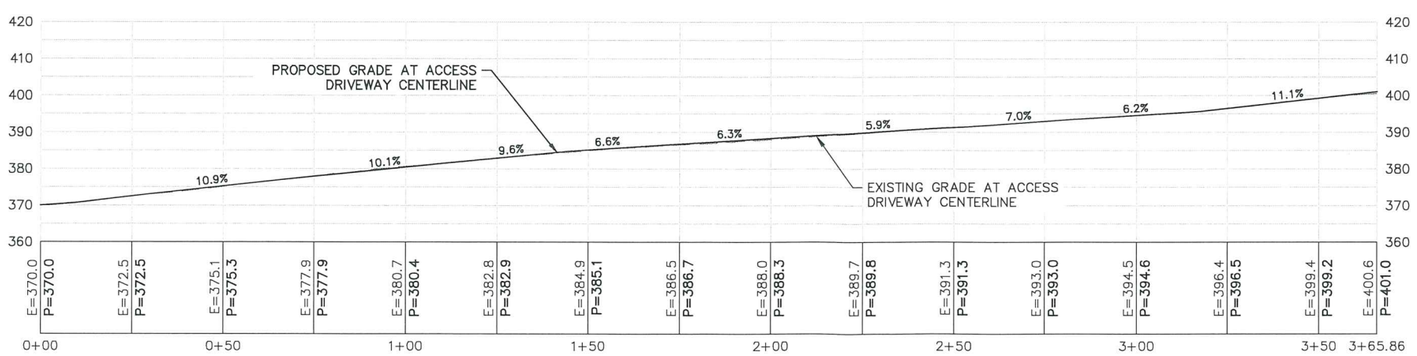
SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1A




## 1/C-1B DRIVEWAY PLAN VIEW

SCALE: 1" = 40' (11x17 SIZE)
1" = 20' (22x34 SIZE)




## 2/C-1B DRIVEWAY PROFILE VIEW

SCALE: 1" = 40' (11x17 SIZE)
1" = 20' (22x34 SIZE)

ACCESS DRIVEWAY LENGTH = 366'±

UNDERGROUND UTILITY LENGTH = 2682'±

AREA OF DISTURBANCE = 9,515 SF ± (0.22 ACRES)

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WEST HENRIETTA, NY 14586

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS

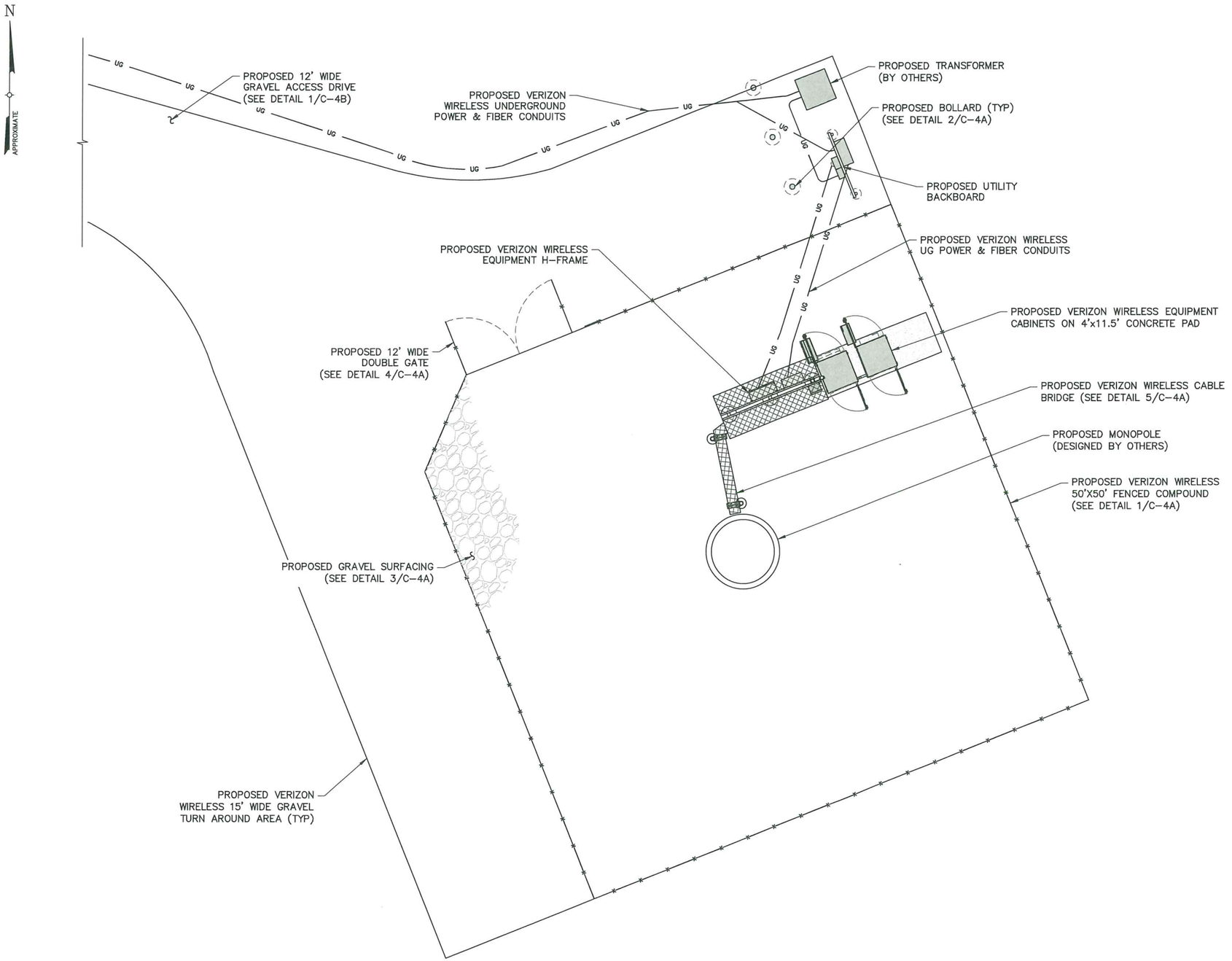
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE

GRADING & EROSION CONTROL PLAN

SHEET NUMBER

C-1B




1 C-2 SITE DETAIL PLAN

SCALE: 1" = 10' (11x17 SIZE)
1" = 5' (22x34 SIZE)

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0 1 2 3
ORIGINAL SIZE IN INCHES

SITE INFORMATION

HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS

375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

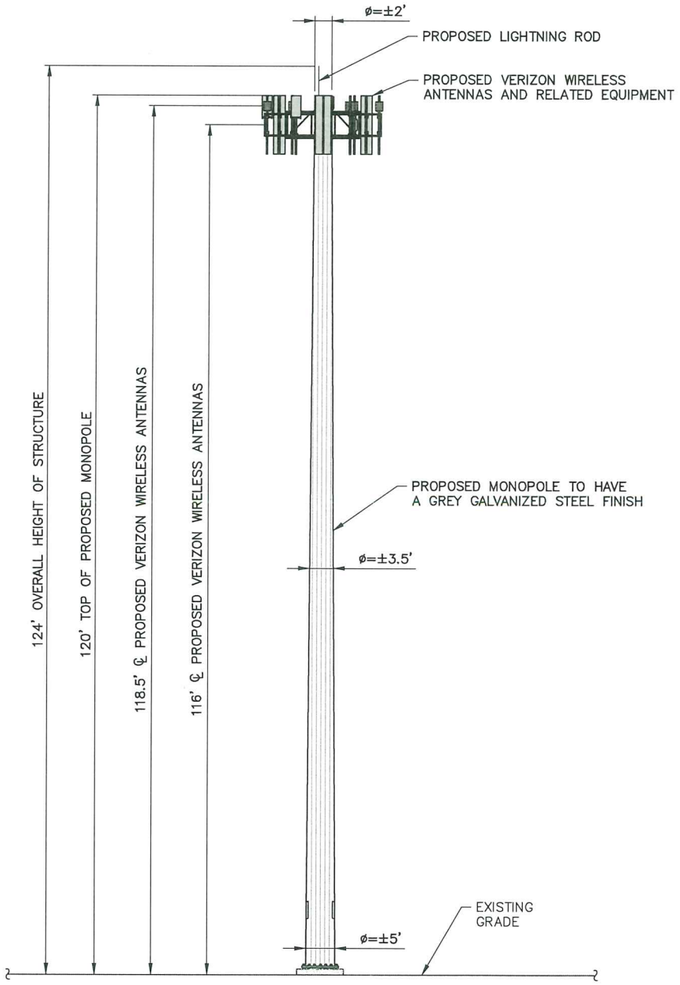
SHEET TITLE

SITE DETAIL PLAN

SHEET NUMBER

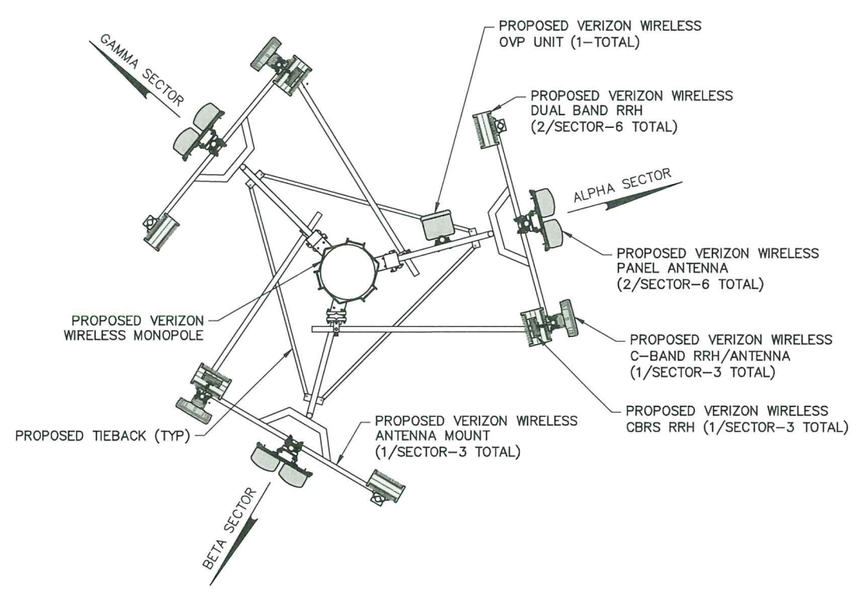
C-2

NOTE: TOWER SHALL HAVE A GALVANIZED STEEL FINISH, GREY IN COLOR.




NOTE: FINAL TOWER DESIGN, DETAILS, AND DIMENSIONS SHALL BE PROVIDED AS PART OF THE BUILDING PERMIT APPLICATION.

1 / C-3 ELEVATION
SCALE: 1" = 20' (11x17 SIZE)
1" = 10' (22x34 SIZE)




2 / C-3 ANTENNA ORIENTATION
SCALE: 3/4" = 1'-0" (11x17 SIZE)
3/8" = 1'-0" (22x34 SIZE)

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WEST HENRIETTA, NY 14586

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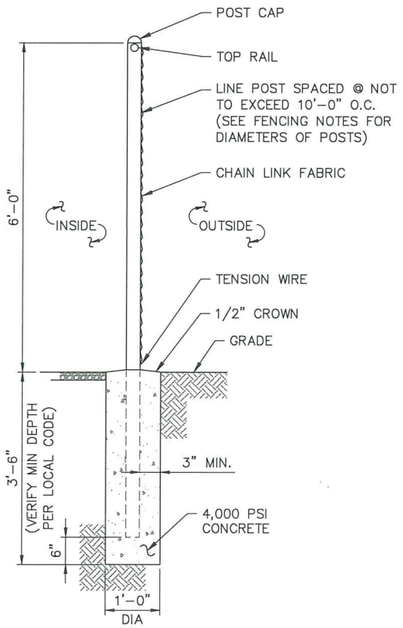
SITE INFORMATION
HEDGEWOOD
RE PN: 20161509174
LC: 432847

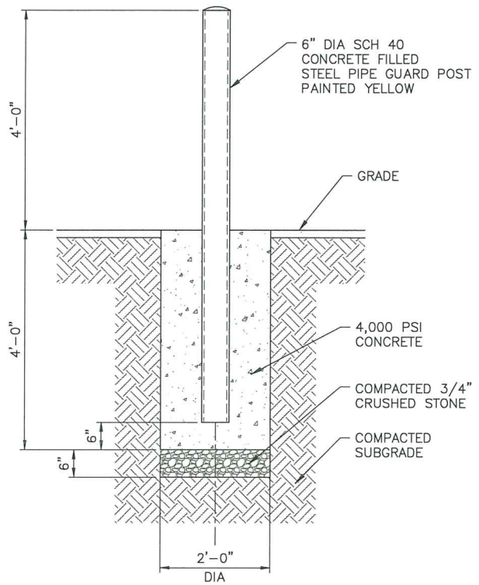
SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
ELEVATION &
ORIENTATION PLAN

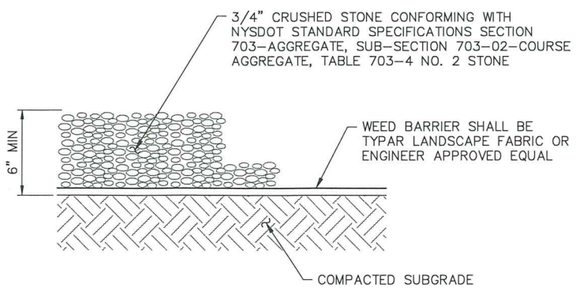
SHEET NUMBER
C-3



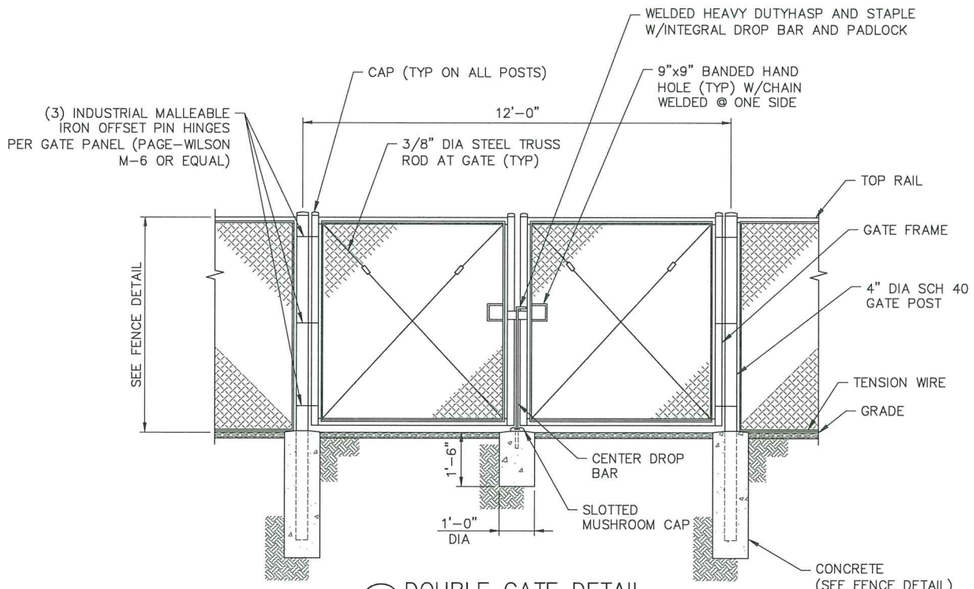

1 C-4A FENCE DETAIL
SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)



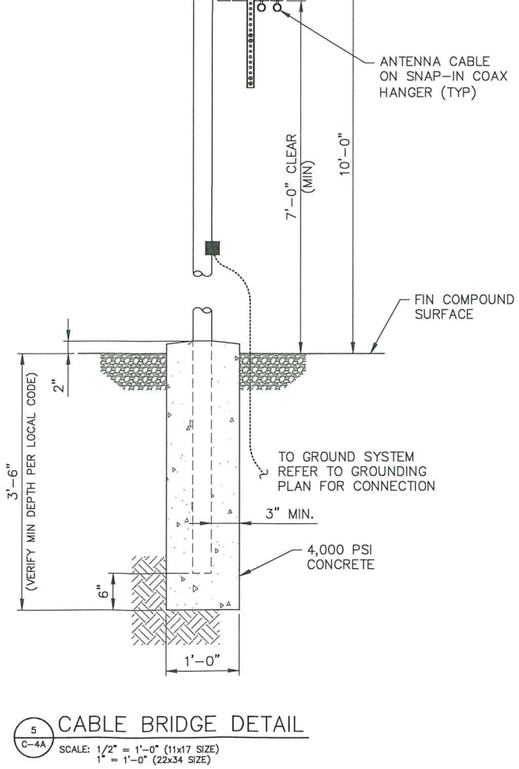

2 C-4A BOLLARD DETAIL
SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)




3 C-4A GRAVEL SURFACING TREATMENT
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1 1/2" = 1'-0" (22x34 SIZE)




4 C-4A DOUBLE GATE DETAIL
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)




5 C-4A CABLE BRIDGE DETAIL
SCALE: 1/2" = 1'-0" (11x17 SIZE)
1" = 1'-0" (22x34 SIZE)

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

Tectonic
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Latham, NY 12110 www.tectonicengineering.com

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STATE OF NEW YORK
STEPHEN M. MATTIA
087507
LICENSED PROFESSIONAL ENGINEER

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SITE INFORMATION
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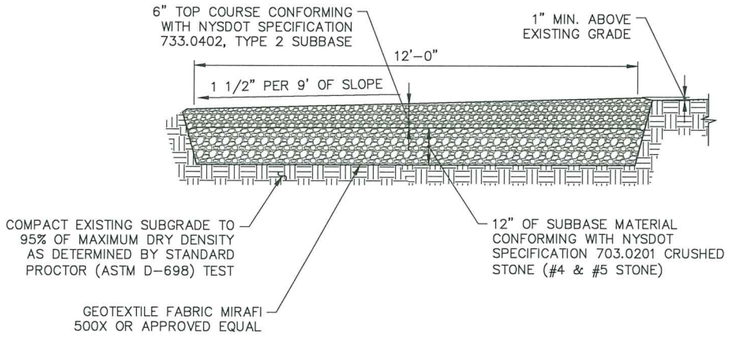
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C-4A



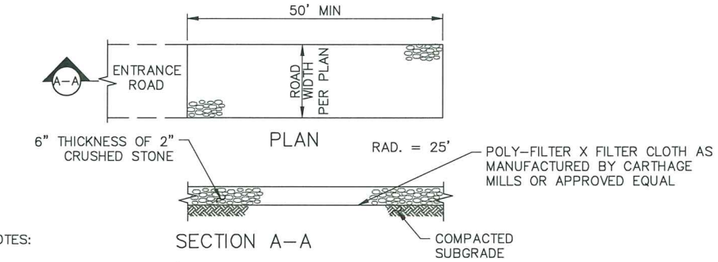

EARTH WORK SUBGRADE COMPACTION & SELECT GRANULAR FILL

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING & GRUBBING THE CONSTRUCTION SITE AND ROADWAY AREAS. THE CONTRACTOR SHALL COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN THE GEOTECHNICAL REPORT, AS PREPARED FOR THIS SITE, WHEN NECESSARY, FOR SITE WORK PREPARATION, & FOUNDATION WORK. AS A MINIMUM THE TOP 3" OF GRADE SHALL BE REMOVED, THE EXPOSED SUBGRADE COMPACTED AND GEOTEXTILE FABRIC INSTALLED AS REQUIRED FOR UNSTABLE SOIL CONDITION.
2. ALL SELECT GRANULAR FILL SHALL BE COMPACTED TO A 95% COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR TEST (ASTM D-1557) AND WITHIN PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.
3. CONTRACTOR TO ASSURE THAT EXISTING DRAINAGE PATTERNS ARE MAINTAINED.

1 / C-4B GRAVEL DRIVE CROSS SECTION
SCALE: 3/8" = 1'-0" (11x17 SIZE)
3/4" = 1'-0" (22x34 SIZE)




3 / C-4B LIGHTING PLAN
SCALE: NTS




NOTES:

1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET
3. THICKNESS - NOT LESS THAN SIX INCHES
4. WIDTH - 12 FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS THE ENTRANCE. IF PIPING IS IMPRACTICAL A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. WASHING - WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. IF ACCUMULATED SOIL DOES NOT COME OFF BY WAY OF STABILIZED CONSTRUCTION ENTRANCE, THE CONTRACTOR SHALL KNOCK OFF ACCUMULATED SOIL BY MANUAL METHODS UPSLOPE OF A SILT FENCE BARRIER.
9. SEDIMENT TRAPPING - SILT FENCE BARRIER SHALL BE INSTALLED DOWN SLOPE OF CONSTRUCTION ENTRANCE TO CATCH ANY SEDIMENT THAT COULD POTENTIALLY FALL OFF OF CONSTRUCTION EQUIPMENT AND/OR VEHICLES.
10. PERIODIC INSPECTIONS AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN.

3 / C-4B STABILIZED CONSTRUCTION ENTRANCE
SCALE: NTS

LITHONIA LIGHTING

| | |
|---|---|
| Catalog Number | |
| Notes | |
| Type | |

**FEATURES & SPECIFICATIONS**

**INTENDED USE** — The OLFL provides years of maintenance-free general illumination for residential or commercial outdoor applications such as yards, driveways, patios, loading areas and warehouses.

**CONSTRUCTION** — Rugged cast aluminum, corrosion-resistant housing in bronze finish. Tempered glass lens is fully gasketed to protect LEDs and keep out moisture, dirt and bugs. 120V driver operates at 60 Hz, 0.23 amps, 25 watts. Rated for outdoor installations, -40°C minimum ambient.

**OPTICS** — High-performance LEDs produce 1900 lumens and maintain 70% of light output at 50,000 hours of service. (LED lifespan based on IESNA LM-80-08 results and calculated per IESNA TM-21-11 methodology.) Precision optics and reflector for maximum light output. See Lighting Facts Labels for specific fixture performances.

**INSTALLATION** — Mounts easily to existing junction box on wall or under eave. Adjustable head allows precise illumination.

**LISTINGS** — UL Listed to US and Canadian safety standards for wet locations. ENERGY STAR® certified product.

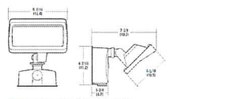
**WARRANTY** — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Outdoor General Purpose

**OLFL**

LED FLOODLIGHT



All dimensions are inches (centimeters) unless otherwise indicated.

| ORDERING INFORMATION | All configurations of this product are considered "standard" and have short lead times. | | Example: OLFL 14 PE BZ | |
|---|---|---|---|---|
| OLFL | 14 | | PE | BZ |
| Series | Model / Color temperature (CCT)* | Voltage | Control | Finish |
| OLFL | 14 4000K | (blank) 120V | SHUT OFF DIAL TIMER INSTALLED BY VERIZON WIRELESS CONTRACTOR | BZ Bronze |

Notes
1. Nominal Correlated Color Temperature (CCT) per ANSI C78.377-2008.

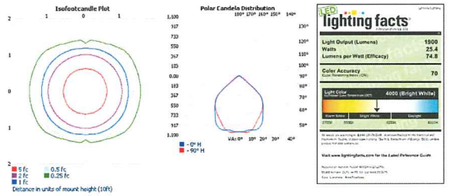
DECORATIVE INDOOR & OUTDOOR — OLFL 14

**OLFL** LED Floodlight

**PHOTOMETRIC DIAGRAMS**

To see complete photometric reports or download .ies files for this product, visit the OLFL home page on www.Lithonia.com. Tested in accordance with IESNA LM82.19 and LM250 standards. Actual wattage may differ by +/- 3% when operating between 120V +/- 10%.

OLFL 14




NOTES:

1. LIGHT SHALL BE EQUIPPED WITH A DOWN-SHIELD TO LIMIT THE LIGHT FIELD TO THE EQUIPMENT AREA ONLY.
2. LIGHT SHALL ONLY BE USED BY VERIZON WIRELESS TECHNICIANS DURING EMERGENCY MAINTENANCE OPERATIONS
3. LIGHT SHALL BE PROVIDED WITH A SHUT OFF DIAL TIMER. THIS IS A FAIL SAFE SO THE LIGHT AUTOMATICALLY SHUTS OFF WHEN THE TIME RUNS OUT IN THE EVENT THE TECHNICIAN FORGETS TO TURN THE LIGHT OFF WHEN THEY LEAVE THE SITE.
4. PHOTO TEMPERATURE SHALL BE 4000K.

LITHONIA LIGHTING — OLFL 14

DECORATIVE INDOOR & OUTDOOR — © 2013-2017 Acuity Brands Lighting, Inc. All rights reserved. Rev. 02/21/17

4 / C-4B PROPOSED LIGHT SPECIFICATIONS
SCALE: NTS

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

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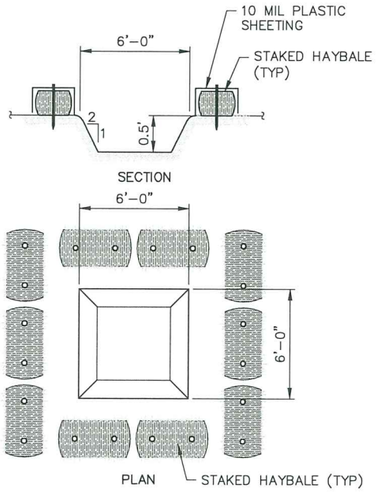
HEDGEWOOD
RE PN: 20161509174
LC: 432847

SITE ADDRESS
375 WASHINGTON AVE
CITY OF BEACON
DUTCHESS COUNTY
NY 12508

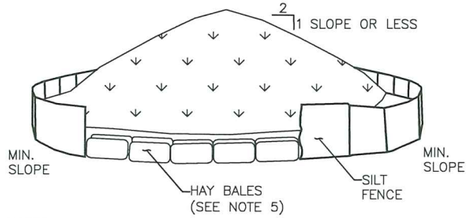
SHEET TITLE
SITE DETAILS

SHEET NUMBER
C-4B




1 C-4C TEMPORARY CONCRETE WASH

SCALE: NTS

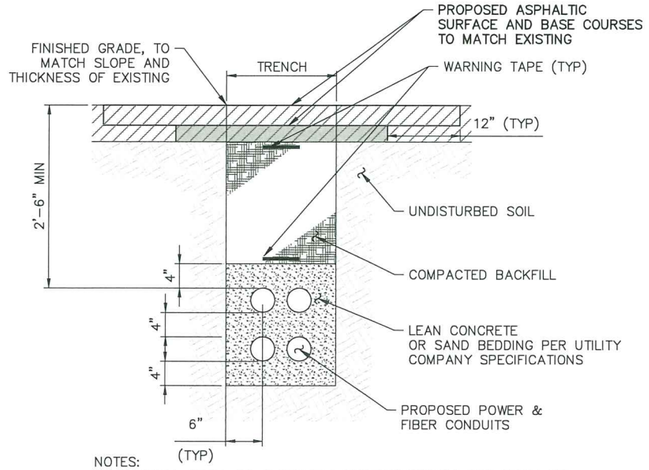



NOTES:

1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
2. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1V:2H.
3. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH SILT FENCING, THEN STABILIZED WITH VEGETATION OR COVERED.
4. SEE SPECIFICATIONS FOR INSTALLATION OF SILT FENCE.
5. HAYBALES TO BE USED WHERE STOCKPILES ARE LOCATED ON PAVED AREAS.

2 C-4C TEMPORARY SOIL STOCKPILE DETAIL

SCALE: NTS

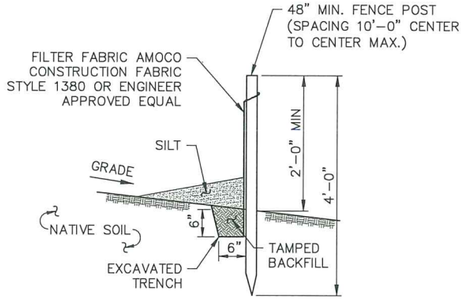



NOTES:

1. BACKFILL SHALL BE CLEAN FILL WITHOUT STONES AND SHALL BE THOROUGHLY COMPACTED IN 12" LAYERS BY TAMPING OR APPROVED EQUAL METHOD. NO BELLYING OF TRENCH SHALL BE ALLOWED.
2. SCH 40 PVC CONDUIT SHALL BE USED BELOW GRADE.
3. SCH 80 PVC CONDUIT SHALL BE USED UNDER ROADWAY.

3 C-4C MAIN ELECTRIC/FIBER UTILITY TRENCH DETAIL

SCALE: 1/2" = 1'-0" (11x17 SIZE)
1" = 1'-0" (22x34 SIZE)

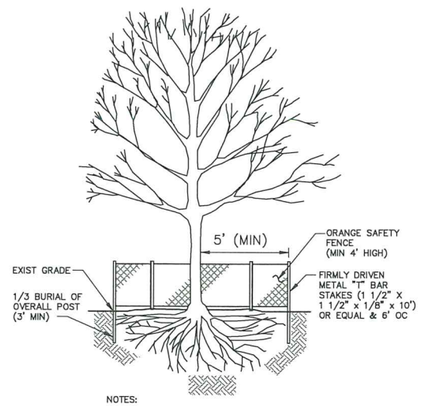



NOTES:

1. SILT FENCE SHALL BE MAINTAINED IN PLACE DURING CONSTRUCTION AND SOIL STABILIZATION PERIOD.
2. CONTRACTOR SHALL CONSTRUCT SILT FENCE IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
3. EXCAVATE TRENCH 6" WIDE X 6" DEEP. BURY BOTTOM 12" OF FABRIC AND TAMP IN PLACE.
4. WHEN FENCE IS NO LONGER NEEDED, THE ACCUMULATED SILT, ALL THE POSTS AND FABRIC SHALL BE REMOVED AND TRENCH BACK FILLED WITH TOPSOIL AND SEEDED.

4 C-4C SILT FENCE DETAIL

SCALE: NTS




NOTES:

1. BARRIER PREVENTS COMPACTION OF SOIL AROUND ROOTS BY CONSTRUCTION EQUIPMENT.
2. REMOVE ALL FENCING AND STAKES IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION.
3. OPTIONAL: 2"x6" WOOD FRAMING BUILT AS SQUARE AROUND TREE.

5 C-4C TREE PROTECTION DETAIL

SCALE: NONE

verizon

1275 JOHN STREET, SUITE 100
WEST HENRIETTA, NY 14586

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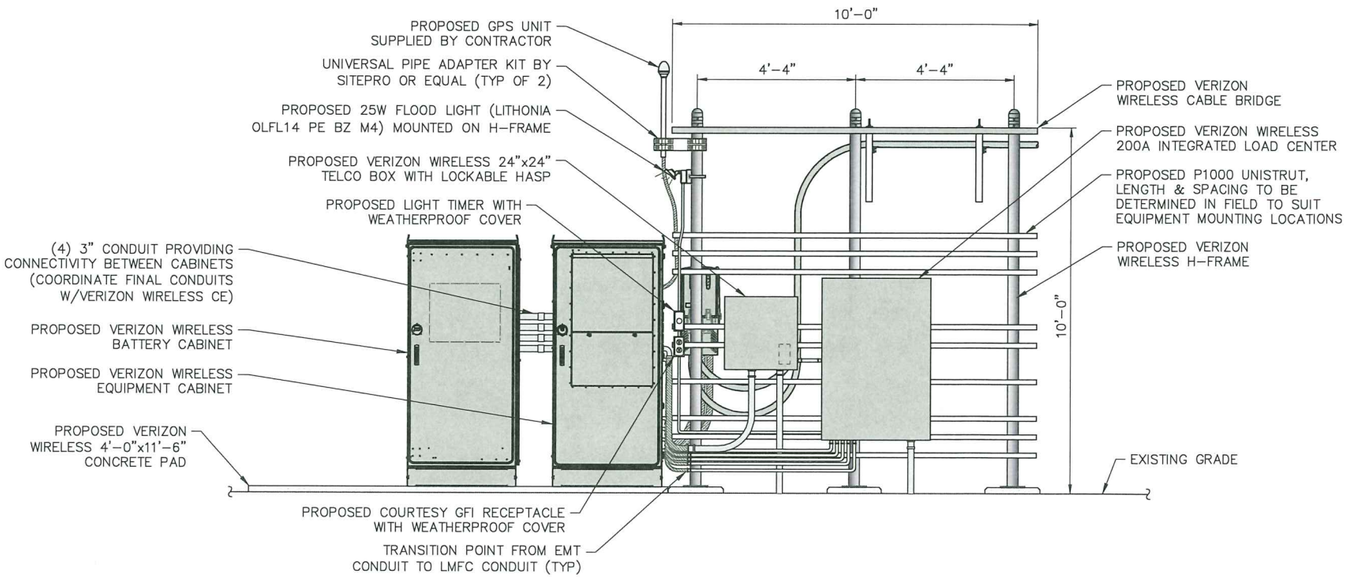
C-4C




1 C-5 FRONT ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
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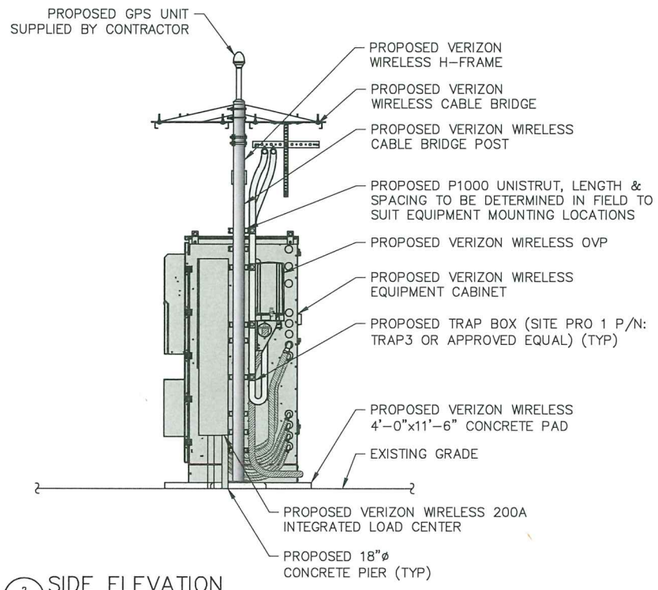
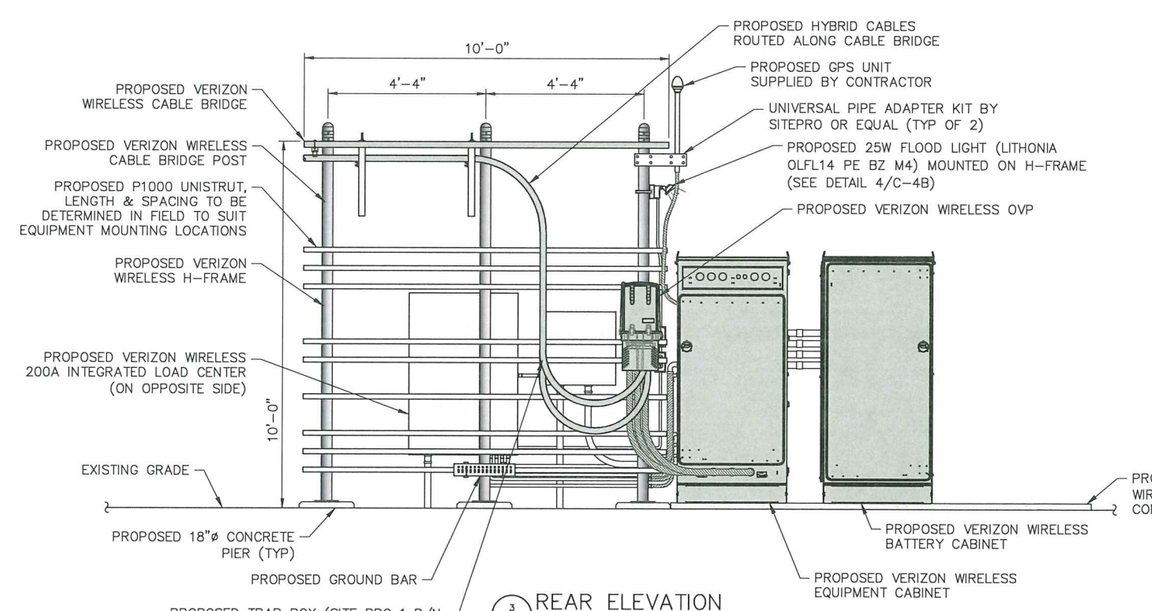



2 C-5 SIDE ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
1/2" = 1'-0" (22x34 SIZE)

LEGEND

| | |
|---|---|
| | EMT CONDUIT |
| | LMFC CONDUIT |




3 C-5 REAR ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
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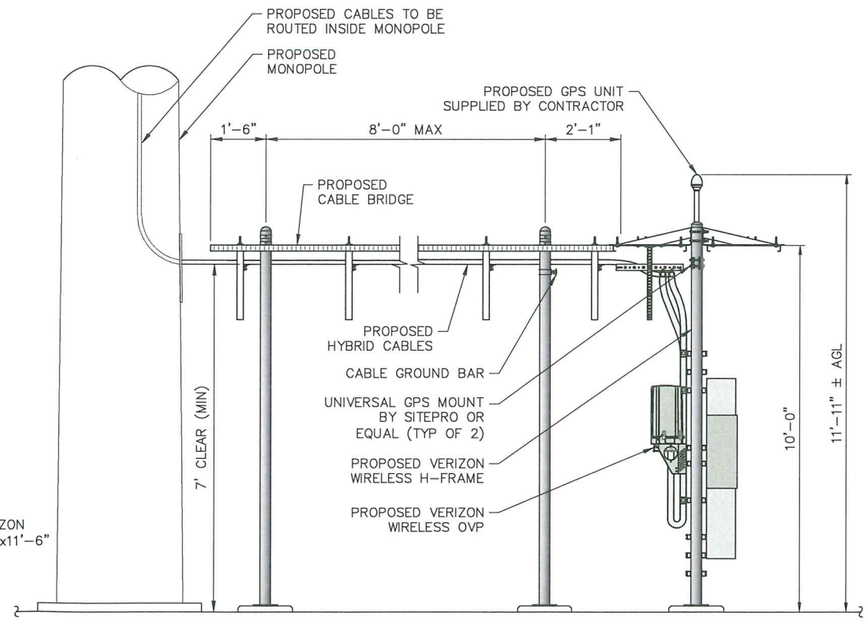


4 C-5 EQUIPMENT ELEVATION
SCALE: 1/4" = 1'-0" (11x17 SIZE)
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verizon
1275 JOHN STREET, SUITE 100
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CITY OF BEACON
DUTCHESS COUNTY
NY 12508

SHEET TITLE
EQUIPMENT ELEVATIONS

SHEET NUMBER
C-5

# Young / Sommer LLC

ATTORNEYS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205
Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

RECEIVED 8/11/23 MP

Writer's Telephone Extension: 258
solson@youngsommer.com

August 10, 2023

***Via Federal Express***
Planning Board
City of Beacon
One Municipal Plaza
Suite One
Beacon NY 12508

**Re: Application of Verizon Wireless for a Personal Wireless Service Facility at 375 Washington Avenue (SBL 6055-04-+713005)**

Dear Board Members:

Enclosed are fifteen (15) copies of the completed Visual Resource Evaluation prepared by Tectonic Engineering dated July 25, 2023 for the above-referenced application.

Please place this matter on the agenda for the September 12, 2023 Planning Board meeting.

Very truly yours,

Scott P. Olson

Encl.

# VISUAL RESOURCE EVALUATION

## PROPOSED 120' TALL TELECOMMUNICATIONS STRUCTURE

**Hedgewood**
**375 Washington Avenue**
**City of Beacon**
**Dutchess County, New York 12508**

Submitted by:

1275 John Street, Suite 90
West Henrietta, NY 14586

Prepared by:

70 Pleasant Hill Road
Mountainville, New York 10953
845-534-5959
845-534-5999 FAX

**July 25, 2023**

# VISUAL RESOURCE EVALUATION

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (Tectonic), was contracted by Verizon Wireless, to conduct a "Visual Resource Evaluation" to determine which areas within the City of Beacon and the surrounding areas will contain views of the proposed 120 foot tall (124 overall height) wireless telecommunications structure.

**Setting:**

The proposed site is located at 375 Washington Avenue, in the City of Beacon, Dutchess County, New York 12508. The surrounding land use is predominantly wooded/undeveloped land with scattered residential, commercial and industrial development. Within the study area the topography ranges in elevation from approximately sea level to 1,620' +/- Above Mean Sea Level. The predominant forest trees are mixed deciduous and coniferous, with an estimated height of 60 to 70 feet. The field study for this visual resource evaluation was conducted in the middle of the summer season during leaf on conditions.

**Methodology:**

On July 17, 2023, Tectonic conducted a field investigation for the purpose of evaluating the viewshed associated with the proposed installation of the 120-foot tall monopole tower (structure). The structure will have a total height of 124-feet above ground level (AGL) with the addition of the lighting rod. Conditions were clear**,** approximately 75°-85°, with wind speeds of approximately 0-7 mph in the morning. The study area consisted of a two (2) mile radius from the project site. The two (2) mile radius generally consists of wooded/undeveloped areas, residential properties, commercial properties, and recreational properties. Creating a viewshed greater than a two (2) mile radius is generally unwarranted. Due to the fact that objects tend to appear smaller the farther they are from the viewer, in this case, the structure would appear very small, if visible at all, from a distance of more than two (2) miles.

The methodology utilized during this field investigation is referred to as a "balloon test." The height of the proposed structure was simulated by floating a three (3) foot diameter, helium-filled weather balloon at 120 feet AGL. The 120-foot height was utilized during the balloon test as this is the proposed height of the structure.

Prior to being on site, desktop-level review viewshed maps for a two (2) mile radius from the proposed tower location were computer generated utilizing the ArcGIS Desktop/ArcMap program, digital elevation data, and land cover data. The digital elevation data was provided by New York State via the digital elevation models (DEMs) produced cooperatively between the United States Geological Service and New York State's Department of Environmental Conservation. The DEM represents topography only data, without buildings, structures, or other development on the elevation model. As such, the Multi-Resolution Land Characteristics (MRLC) land cover data, cooperatively compiled by federal agencies, was utilized to provide approximate land cover data information; this data set was up to date as of 2019. This land cover data provides information associated with various types of development densities and vegetation, including types of forests, woody wetlands, and shrublands. The land cover data associated with the approximate locations of primarily deciduous forests, evergreen forests, mixed forests, and woody wetlands, as well as both medium and heavy development areas within the study area were extracted from this comprehensive land data source into a raster form. Once extracted, an estimate was created for the height of the trees within these areas. This extracted forest cover location data along with the estimated tree and building height elevations were then added onto a copy of the topographic only DEM

in order to represent forested/developed areas within the study area, creating a DEM that represents the topography, developed, and vegetated areas within the study area.

Next, the tower location was generated within ArcGIS Desktop with the proposed tower elevations, in a format that could be utilized by ArcGIS Desktop in order to run the Spatial Analyst "Viewshed" tool to evaluate surface areas within the two-mile study area where the tower could potentially be seen by observers within the study area. This tool takes into consideration the average height of a person above the ground surface at the observer locations when looking towards the proposed tower location, and makes note where something, either topography, development, or vegetation, will be blocking the tower from sight by the person standing at that location. This process is run twice – once for topography only and once for the combined topography, development, and vegetation. This method ensures that areas "blocked by topography" are differentiated from areas "blocked by vegetation". Areas "blocked by topography" are places where the tower will be blocked from view to an observer due to intervening topography, such as hills, mountains, or other features. Areas "blocked by vegetation" are areas where the tower will potentially not be visible to an observer due to vegetated land cover or developed with structures. Colors are used to differentiate between areas from which the structure will be visible (White/No color) and areas from which a view of the structure will be blocked by topography (Red) or vegetation/development (Yellow). These computer-generated maps were created in order to provide the best- and worse-case scenarios the different heights would have on visibility within the two (2) mile study area.

Tectonic traveled the study area along publicly accessible roadways to confirm the potential visibility of the structure based on the computer-generated viewshed map. Areas delineated as "blocked by topography" and "blocked by vegetation" were confirmed by viewing the site from public roadways within a two (2) mile radius. It was found that the topography only computer-generated viewshed map was correct and accurate within the areas surveyed, and that the balloon was in fact not visible from areas indicated to be blocked by topography. The combined computer-generated and in-field review of the viewshed analysis resulted in the discovery that the proposed structure would be visible from only a select few locations within the two (2) mile radius, represented on the attached Combined Viewshed Map. Photograph locations are shown on the Photographic Log Map. The in-field review noted the visibility of the structure will be limited to the surrounding area where vegetation has been cleared along Henry Street, Pine View Road, Matteawan Road, Fishkill Avenue, and Saint Joachim's Cemetery.

Photographs were taken from various vantage points within the study area to document the actual view towards the proposed structure, as well as the general character of the viewshed. Each photograph attached includes a brief description of the location and orientation from which it was taken, and the photo number corresponds to the key number on the attached photograph log map.

**Process:**

Photographs of the weather balloon from the viewpoints noted were taken with a Nikon D3200 using a 18-55mm length lens set to ±33mm, a focal length equivalent to 50mm on a full frame camera. A full frame camera with a 50mm lens has traditionally been accepted as the best focal length to mimic the view as observed from the human eye. A three (3) foot diameter red helium filled balloon was floated to a height of 120 feet.

In order to analyze the potential visual impacts of the proposed structure, Tectonic took photographs of the balloons from locations within the search area for the purpose of preparing simulations of the

proposed structure. Photographs for which there is a corresponding simulated view (#3, 6, 25, 27, and 36) of the proposed structure were produced by first creating a 3-dimensional (3D) structure based on the proposed design plans and scaling, then mimicking the site conditions and view looking towards the proposed site where the marker balloon was set to a height of 120' AGL. This 3D structure was then rendered to produce a digital image of the proposed structure to scale and at the proposed perspective. The digital images of the field photograph and rendered image were then merged and scaled through the use of the image editing software, "Krita", an open-source Adobe Photoshop alternative. During this process, the rendered structure's height and width is checked against the known height and width by scaling the similar type structure using measurements obtained from the marker balloon. The similar type structure used has an antenna array that spans eight (8) feet high and eight (8) feet wide. By measuring the balloon diameter of three (3) foot, one can determine the proper scaling of the antenna array by multiplying the balloon height and width by a factor of 2.6667, or by 266.67%. The image and structure are then composited together and the image exported, producing the final digital image.

We note that the simulations provided are artistic renderings of views from chosen locations and should not be interpreted to be the actual view of the tower following construction. While we utilize best efforts to simulate the view of the proposed tower from a particular location, some variance between the simulations, manufacturer products, and final installed towers is to be expected.

**Conclusion:**

The Viewshed Analysis Map presents a conservative delineation of the viewshed within the study area and along public roadways and public parks. The photo simulations have been prepared per the methodology described above and provide a general depiction of the appearance of the structure from the photographed viewpoints.

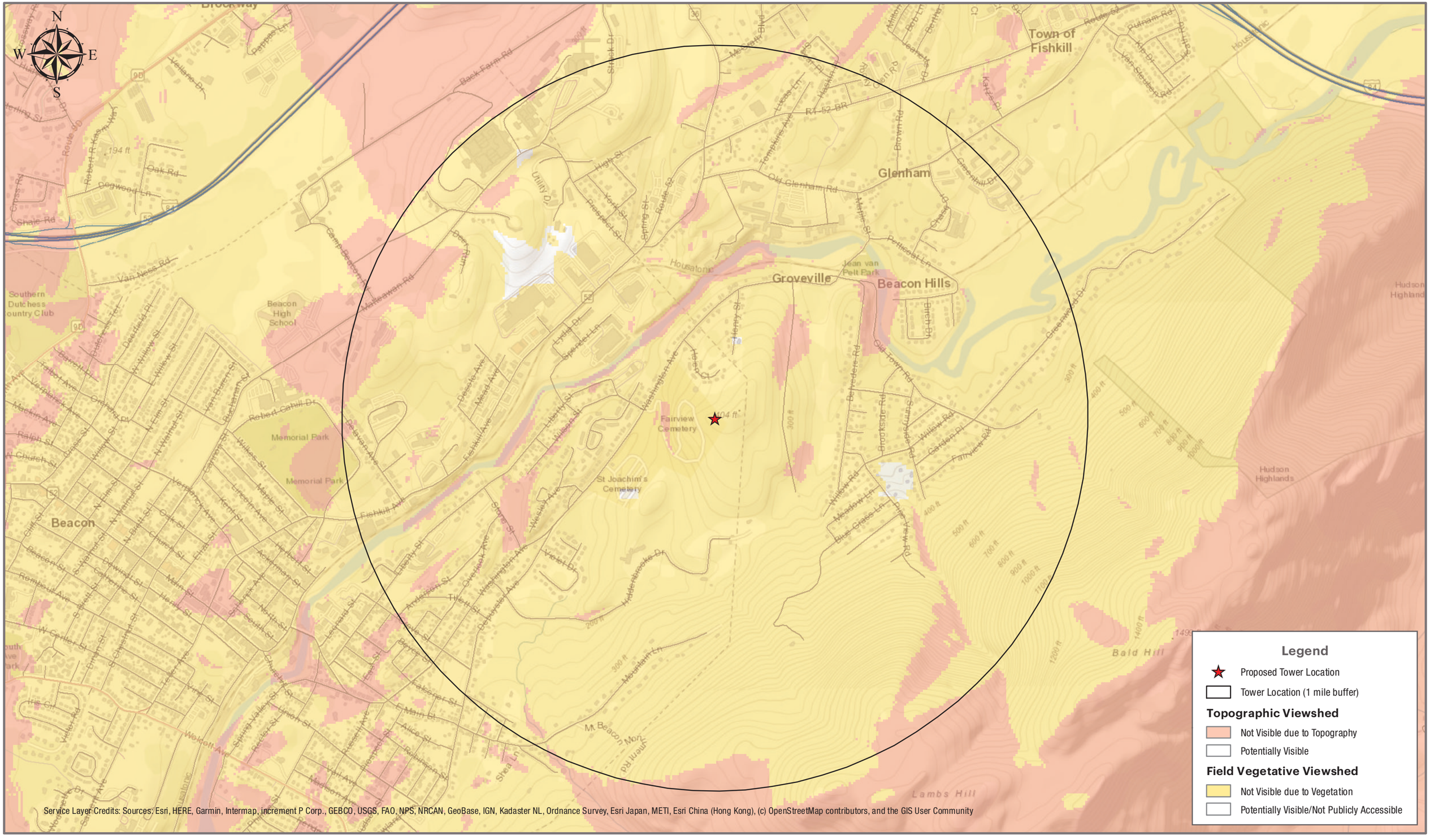
Sincerely,
TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.

By:

Dina Peoples
GIS Specialist

Reviewed By:

Lori A. Bart
Environmental Project Manager




Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

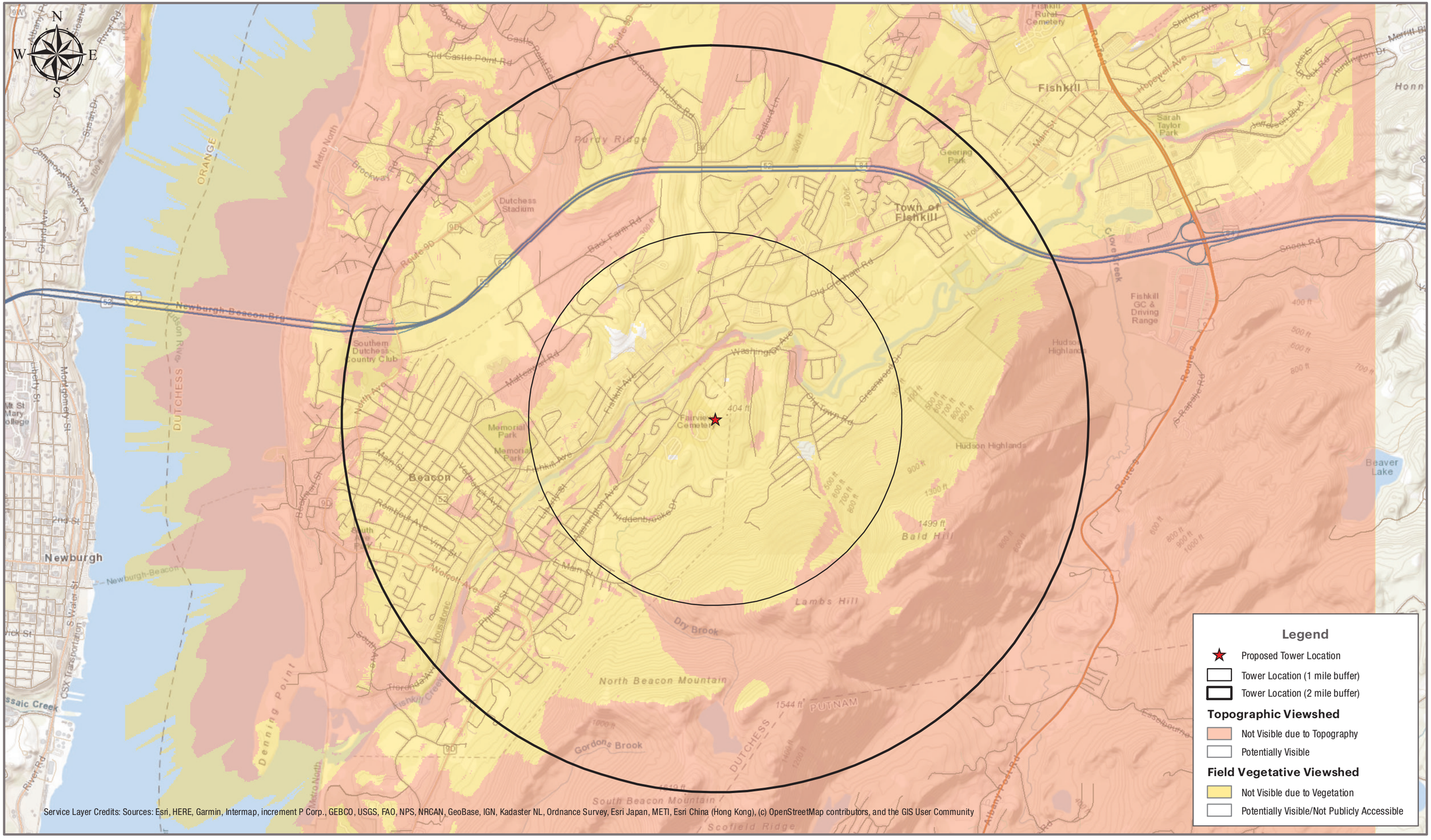
120ft Tower Viewshed
Field Conditions Update for
Publicly Accessible Areas

**Hedgewood**
**375 Washington Ave.**
**Beacon, NY 12508**

0 0.125 0.25 0.5 Miles

Combined
Viewshed Map

11272.005



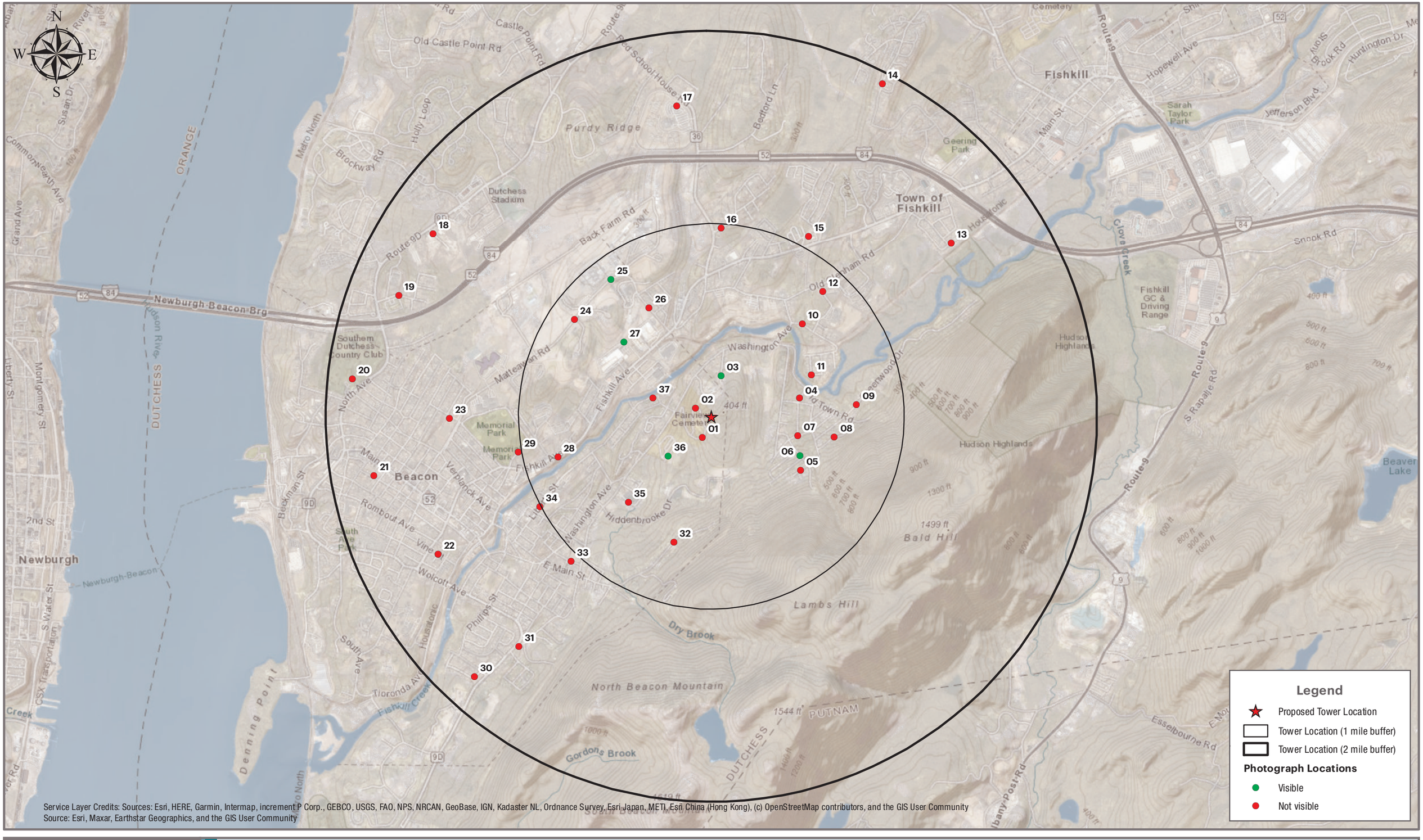

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

120ft Tower Viewshed
Field Conditions Update for
Publicly Accessible Areas

Hedgewood
375 Washington Ave.
Beacon, NY 12508

0 0.25 0.5 1 Miles

Combined
Viewshed Map
11272.005




Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

120ft Tower

Hedgewood
375 Washington Ave.
Beacon, NY 12508

0 0.25 0.5 1 Miles

Photograph Log Map
11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from S end of Fairview Cemetery.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.11 miles.

**P-1**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from N end of Fairview Cemetery.**
**Proposed installation will not be visible from this location.**

**P-2**

Distance from the photographic location to the proposed installation is ±0.09 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking south from Henry Street.**
**Proposed installation will be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.21 miles.

**P-3**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking south from Henry Street.**
**Proposed installation will be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.21 miles.

**S-3**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from Brookside Rd.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.47 miles.

**P-4**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northwest from Granview Rd.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.54 miles.

**P-5**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northwest from Pineview Rd.**
**Proposed installation will be visible from this location.**

**P-6**

Distance from the photographic location to the proposed installation is ±0.50 miles.

11272.005

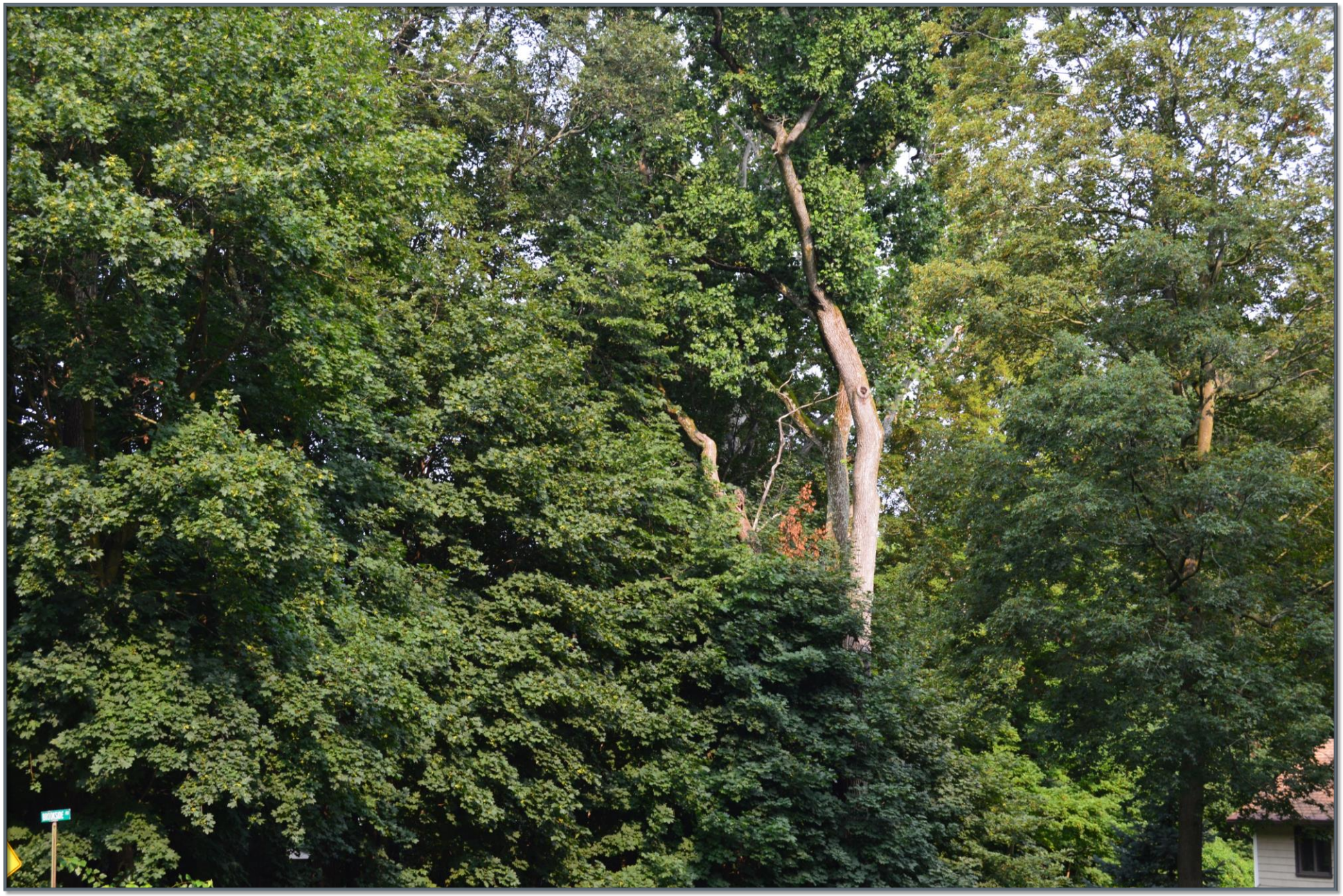
Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northwest from Pineview Rd.**
**Proposed installation will be visible from this location.**

**S-6**

Distance from the photographic location to the proposed installation is ±0.50 miles.

11272.005



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking west from Willow Rd.**
**Proposed installation will not be visible from this location.**

**P-7**

Distance from the photographic location to the proposed installation is ±0.46 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking west from Fairview Rd.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.65 miles.

**P-8**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking west from Greenwood Dr.**
**Proposed installation will not be visible from this location.**

**P-9**

Distance from the photographic location to the proposed installation is ±0.76 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from Petticoat Lane.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.67 miles.

**P-10**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from Birch Drive.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.56 miles.

**P-11**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from Chase Drive.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.87 miles.

**P-12**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from the intersection of Van Steuben & Kip Dr.**
**Proposed installation will not be visible from this location.**

**P-13**

Distance from the photographic location to the proposed installation is ±0.56 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from Ridge Rd.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.94 miles.

**P-14**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southwest from 100.7 WHUD parking lot.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.06 miles.

**P-15**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking south from McGrath Blvd.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.98 miles.

**P-16**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking south from Downstate Correctional Facility Entrance.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.62 miles.

**P-17**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from Vellano Dr.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.73 miles.

**P-18**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from Dogwood Lane.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.74 miles.

**P-19**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from intersection of N Ave & Talbot Ave.**
**Proposed installation will not be visible from this location.**

**P-20**

Distance from the photographic location to the proposed installation is ±1.87 miles.

11272.005

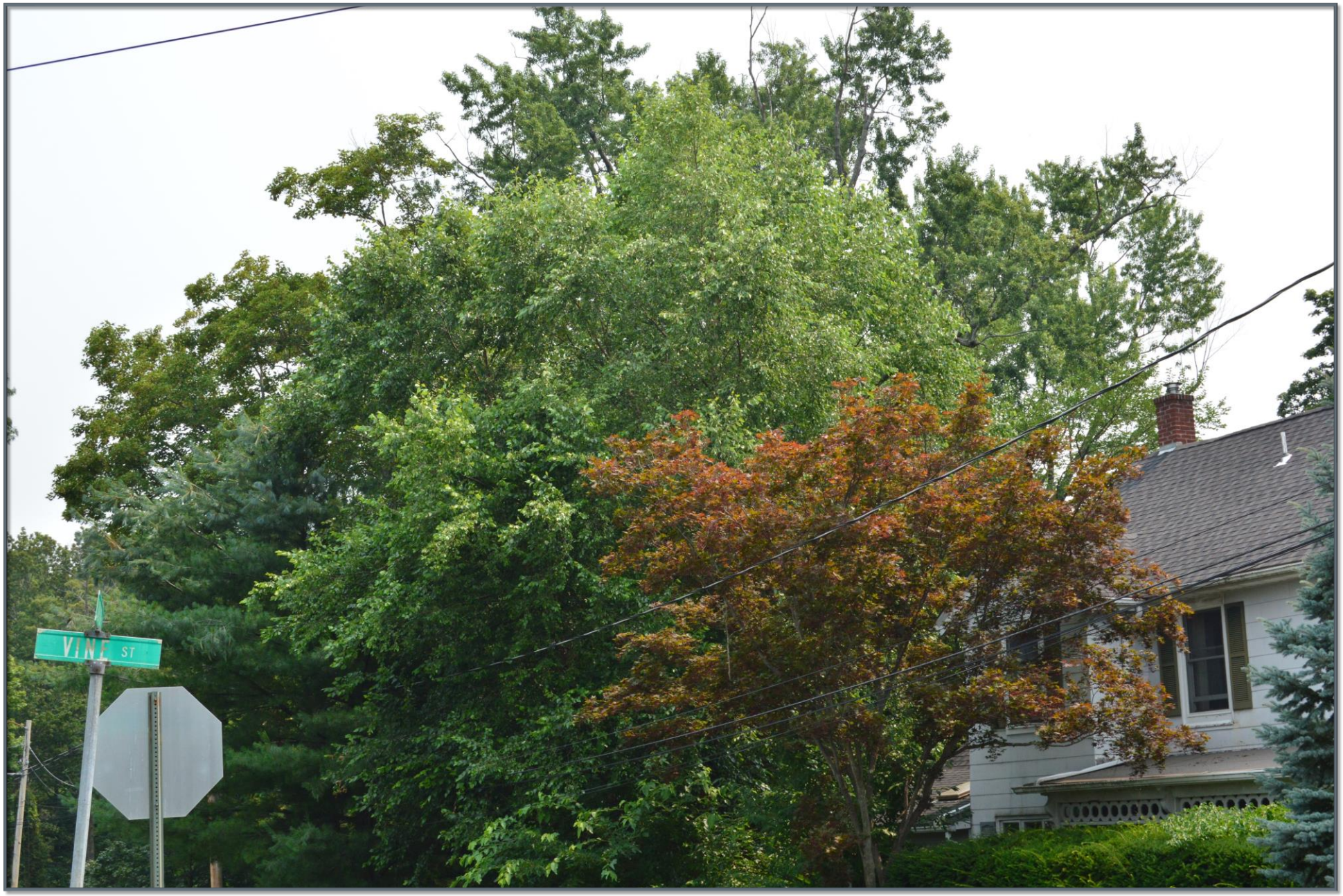
Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from DeWindt St.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.78 miles.

**P-21**

11272.005




Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from intersection of Vine & John St.**
**Proposed installation will not be visible from this location.**

**P-22**

Distance from the photographic location to the proposed installation is ±1.59 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from Wilkes St.**
**Proposed installation will not be visible from this location.**

**P-23**

Distance from the photographic location to the proposed installation is ±1.36 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

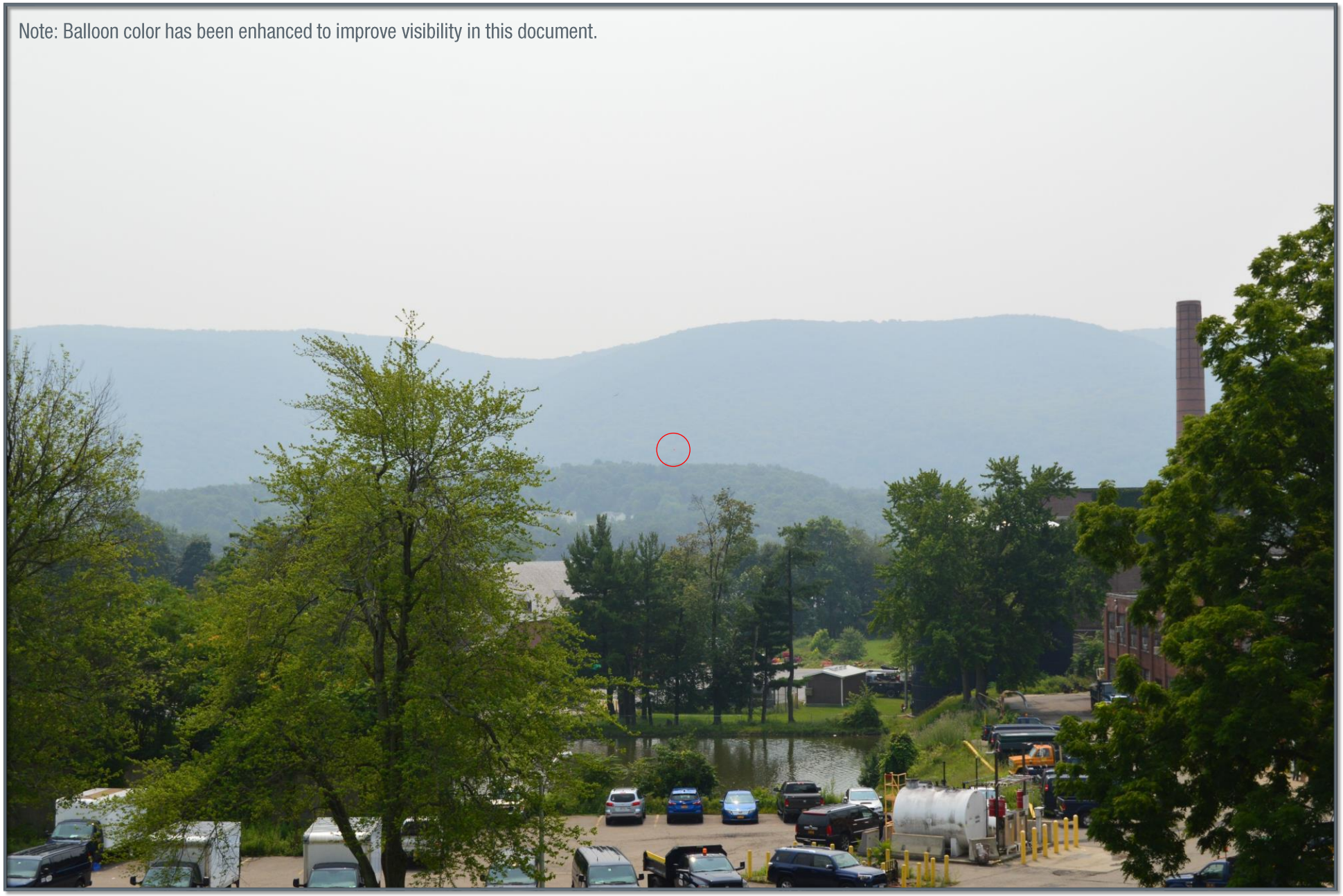
**Looking southeast from intersection of Matteawan Rd & Deer Run.**
**Proposed installation will not be visible from this location.**

**P-24**

Distance from the photographic location to the proposed installation is ±0.87 miles.

11272.005

Note: Balloon color has been enhanced to improve visibility in this document.



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from Matteawan Rd.**
**Proposed installation will be visible from this location.**

**P-25**

Distance from the photographic location to the proposed installation is ±0.88 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from Matteawan Rd.**
**Proposed installation will be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.88 miles.

**S-25**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

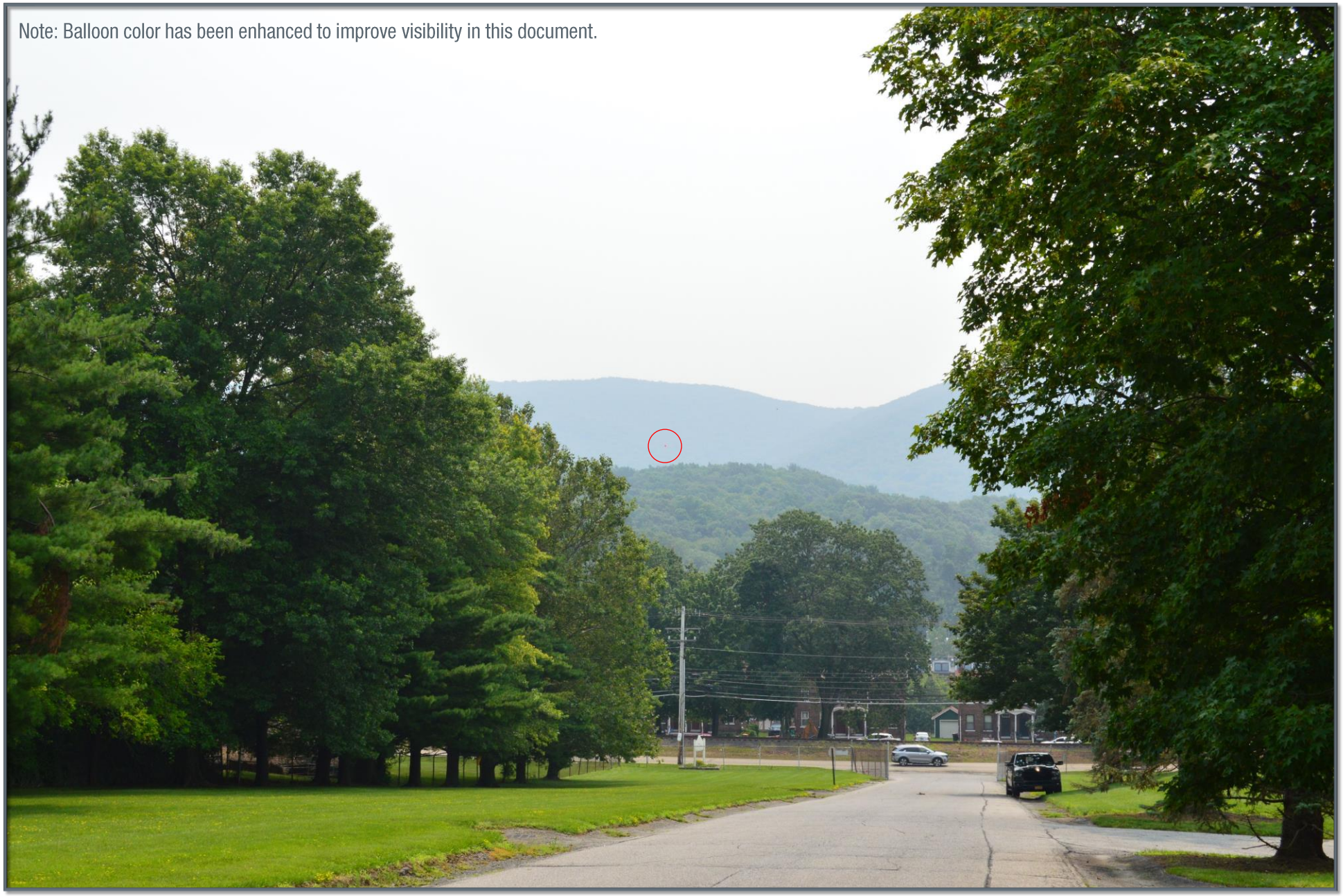
**Looking southeast from intersection of Prospect St & Stewart Ave.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.65 miles.

**P-26**

11272.005

Note: Balloon color has been enhanced to improve visibility in this document.



Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from Chemprene Inc Entrance.**
**Proposed installation will be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.59 miles.

**P-27**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking southeast from Chemprene Inc Entrance.**
**Proposed installation will be visible from this location.**

**S-27**

Distance from the photographic location to the proposed installation is ±0.59 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from Fishkill Ave, near Hedgewood Home.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.82 miles.

**P-28**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from Robert Cahill Dr.**
**Proposed installation will not be visible from this location.**

**P-29**

Distance from the photographic location to the proposed installation is ±1.02 miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from Ellen Dr.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.82 miles.

**P-30**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from Mountain Beacon parking entrance.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.56 miles.

**P-31**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking north from Mountain Lane.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.68 miles.

**P-32**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from Falcner St.**
**Proposed installation will not be visible from this location.**

**P-33**

Distance from the photographic location to the proposed installation is ±1.025miles.

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from Liberty St.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±1.00 miles.

**P-34**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from Jessen Pl.**
**Proposed installation will not be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.62 miles.

**P-35**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from St. Joachim's Cemetery.**
**Proposed installation will be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.30 miles.

**P-36**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking northeast from St. Joachim's Cemetery.**
**Proposed installation will be visible from this location.**

Distance from the photographic location to the proposed installation is ±0.30 miles.

**S-36**

11272.005

Tectonic
PRACTICAL SOLUTIONS. EXCEPTIONAL SERVICE.

**Looking east from Beacon Water Department parking lot.**
**Proposed installation will not be visible from this location.**

**P-37**

Distance from the photographic location to the proposed installation is ±0.32 miles.

11272.005

# Young / Sommer LLC

ATTORNEYS AT LAW

EXECUTIVE WOODS, FIVE PALISADES DRIVE, ALBANY, NY 12205
Phone: 518-438-9907 • Fax: 518-438-9914

www.youngsommer.com

RECEIVED 8/30/23 NP

Writer's Telephone Extension: 258
solson@youngsommer.com

August 29, 2023

***Via E-mail and Federal Express***
Planning Board
City of Beacon
One Municipal Plaza
Suite One
Beacon NY 12508

**Re: Application of Verizon Wireless for a Personal Wireless Service Facility at 375 Washington Avenue (SBL 6055-04-+713005)**

Dear Members of the Planning Board:

Enclosed are fifteen (15) copies of the supplemental Engineering Necessity Case prepared by Verizon Wireless' RF Engineer in response to Mr. Johnson's July 10, 2023 letter report for the above-referenced application.

Please place this matter on the agenda for the September 12, 2023 Planning Board meeting.

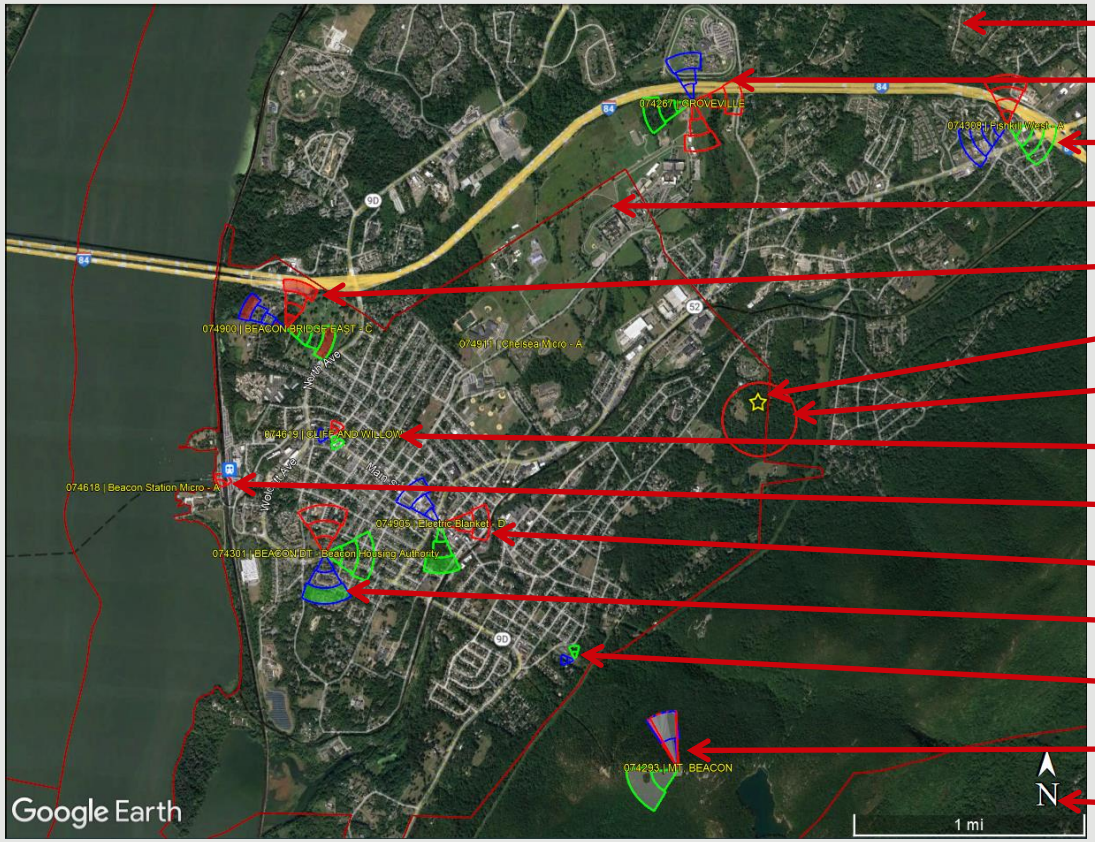
Very truly yours,

Scott P. Olson

Encl.

# Verizon Wireless Communications Facility

## Engineering Necessity Case – "Hedgewood"




- Town of FISHKILL
- Groveville Site
- FISHKILL WEST Site
- City of Beacon
- Beacon Bridge East Site
- Project location (Hedgewood)
- Hedgewood Search Area
- CLIFF AND WILLOW Site
- Beacon Station Micro Site
- Electric Blanket Site
- BEACON DT Site
- Howland Micro Site
- Mt. Beacon Site (off-air)
- Town of Philipstown

**Prepared by: Brendan Hennessy**

**Project: The project is the installation and operation of a new wireless telecommunications tower facility site in the City of Beacon(the "Project Facility").**

verizon

# Introduction

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

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

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

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

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

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

# Project Need Overview

The targeted service improvement area, located in the northeastern portion of the City of Beacon is currently served by one site. This site is overloaded requiring capacity relief. Additionally the target area is subject to significant terrain challenges for RF (signal) propagation. This terrain combined with area foliage and long distance prevent effective propagation of Verizon's RF signals into this area compounding the capacity issue with areas of variable coverage creating significant gaps in coverage.

The serving site is **GROVEVILLE,** located in the Town of Fishkill, is approximately one and a half miles north (of the project location) situated on an existing tower located off **Kirby Town Road.** While this site provides weak/variable coverage in portions of the target area, it does so from a terrain and distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

Available (mid band AWS) carriers at this and other area sites are not capable of effectively serving/offloading the project area due to inherent propagation losses from distance, challenging terrain and in building coverage losses negatively impacting mid band coverage and capacity offload capabilities. There are other Verizon sites in this general area but due to distance and terrain they also do not provide any significant overlapping coverage in the area in question that could allow for increased capacity and improved coverage from other sources.

The primary objectives for this project are to increase capacity and improve coverage throughout the northeastern portion of the City of Beacon , more specifically portions of Washington Ave, Route 52, Liberty St, Old Town Road, Greenwood Dr, Hiddenbrook Dr, Mountain Ln, as well neighboring residential and commercial areas along and near these roads. In order to offload capacity from GROVEVILLE site, a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded site as well as provide improved coverage where significant gaps exist today.

Following the search for co-locatable structures to resolve the aforementioned challenges and finding none available, Verizon proposes to attach the necessary antenna(s) to a new 120' monopole tower to be located at 375 Washington Avenue, City of Beacon, NY 12508. Verizon's antennas will utilize 116' for the ACL (Antenna Center Line) with a top of antenna height of 120'. This solution will provide the necessary coverage and capacity improvements needed.

# Wireless LTE (Voice and Data) Growth

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

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

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

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

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

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

Source: Verizon Innovation Center, February. 2018

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

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

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

**77% of parents think tablets are beneficial to kids.**

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

**70% of teens use cellphones to help with homework.**

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

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

**Of American homes are wireless only.[2]**

**In North America, the average household has 13 connected devices with smartphones outnumbering tablets 6 to 1.[3]**

1. Ericsson Mobility Report, November 2017
2. CDC's 2018 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, January-July, 2018
3. IHS Market Connected Device Market Monitor: Q1 2016 , June 7, 2016

**A wireless network is like a highway system…**

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

verizon

## Wireless facilities and property values.

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

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

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

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

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

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

With over 80% of 9-1-1 calls now coming from cell phones…[1]

**240 million** 911 calls are made annually. In many areas, 80% or more are from wireless devices. [1]

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

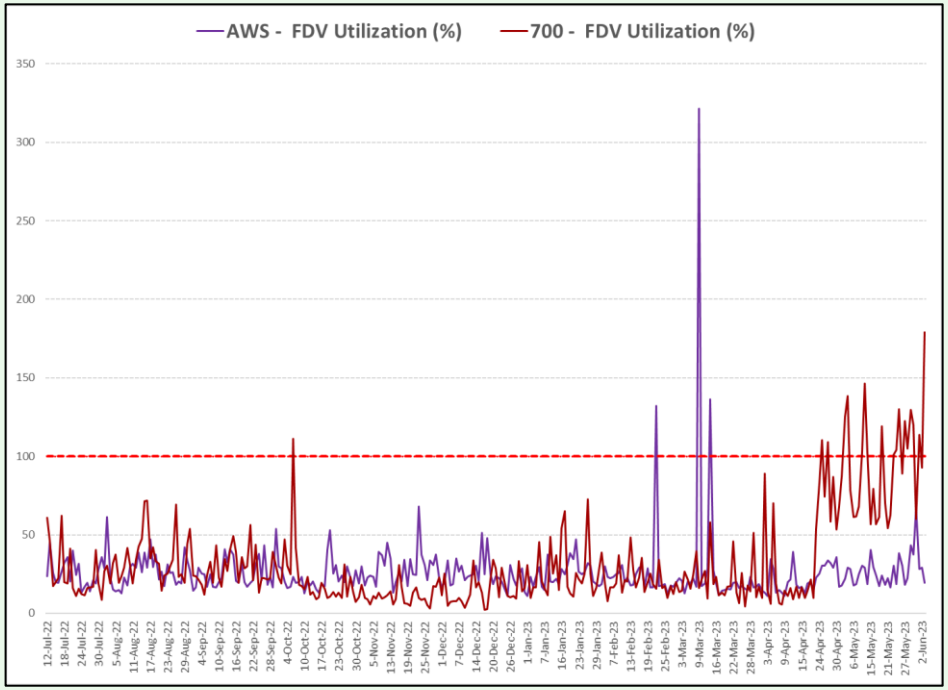
# Explanation of Wireless Capacity

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

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

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

# Capacity Utilization
# FDV (GROVEVILLE Delta)

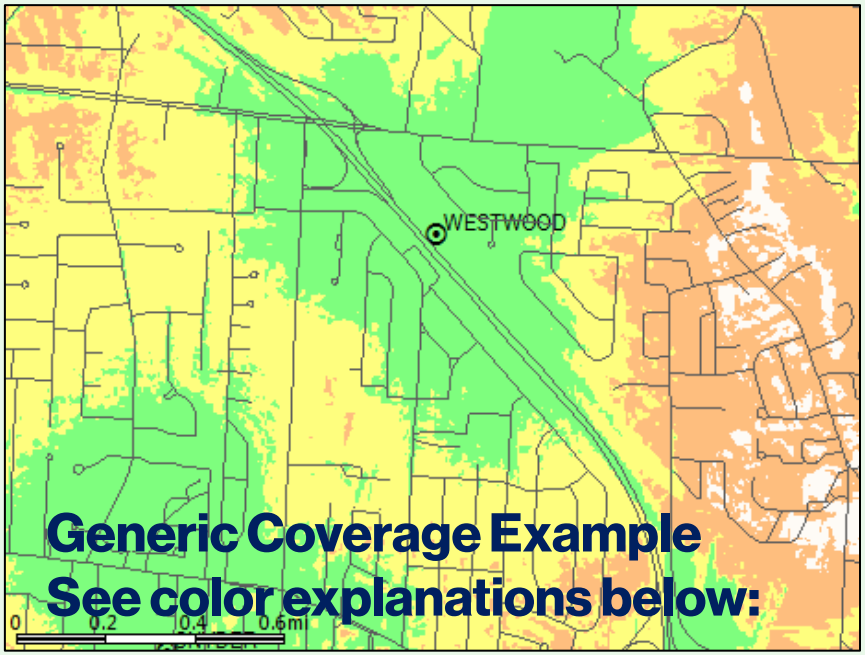



**Summary**: This graph shows FDV (**F**orward **D**ata **V**olume) which is a measurement of the customer data usage that this sector currently serves. As this limit is approached, data rates slow to unacceptable levels, potentially causing unreliable service for Verizon Wireless customers.

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

**Detail**: The existing **GROVEVILLE Delta** sector shown above has exceeded its capability of supporting FDV requirements as shown by the purple line exceeding the max utilization threshold (red dashed line). FDV is one of up to three metrics used in this presentation to evaluate capacity capability in this area. This graph also reveals the inability of the AWS carrier (dark red line) to provide the necessary capacity offload for the low band carrier due to differences in RF propagation characteristics. The solution is network densification.

# Explanation of Wireless Coverage




**Generic Coverage Example**
**See color explanations below:**

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

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

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

Note the affect of clutter on the predicted coverage footprint above

**Dark Green >/= -75dBm RSRP, typically serves dense urban areas as well as areas of substantial construction (colleges, hospitals, dense multi family etc.)
Green >/= -85dBm RSRP, typically serves suburban single family residential and light commercial buildings
Yellow >/= -95dBm RSRP, typically serves most rural/suburban-residential and in car applications
Orange >/= -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps
White = <-105dBm RSRP, variable to no reliable coverage gap area

More detailed, site-specific coverage slides are later in the presentation
*Signal strength requirements vary as dictated by specific market conditions
** Not displayed in example map, layer not used in all site justifications

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# Explanation of this Search Area

Hedgewood Search Area

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

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

To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new cell facility within this area to improve wireless service capacity and coverage. By offloading traffic from **GROVEVILLE Delta** with the proposed site, adequate and reliable service will be restored. The new **Hedgewood** site will provide dominant and dedicated signal to the identified portions of the City of Beacon. This helps to improve not only the **Hedgewood** project area but will also indirectly result with significant improvements in the northeastern portion of the City of Beacon.

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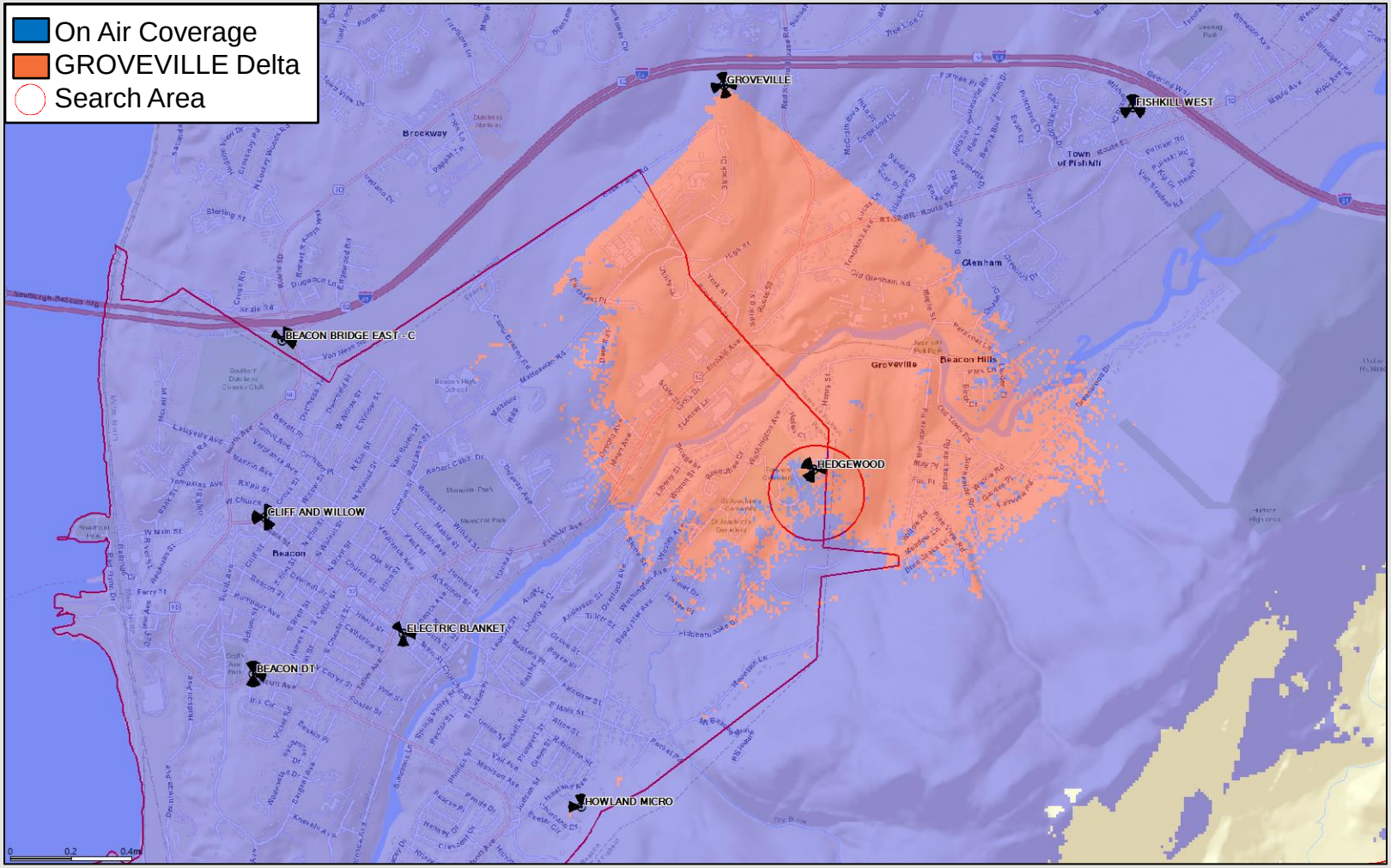
# Existing 700MHz Best Server -105dBm RSRP

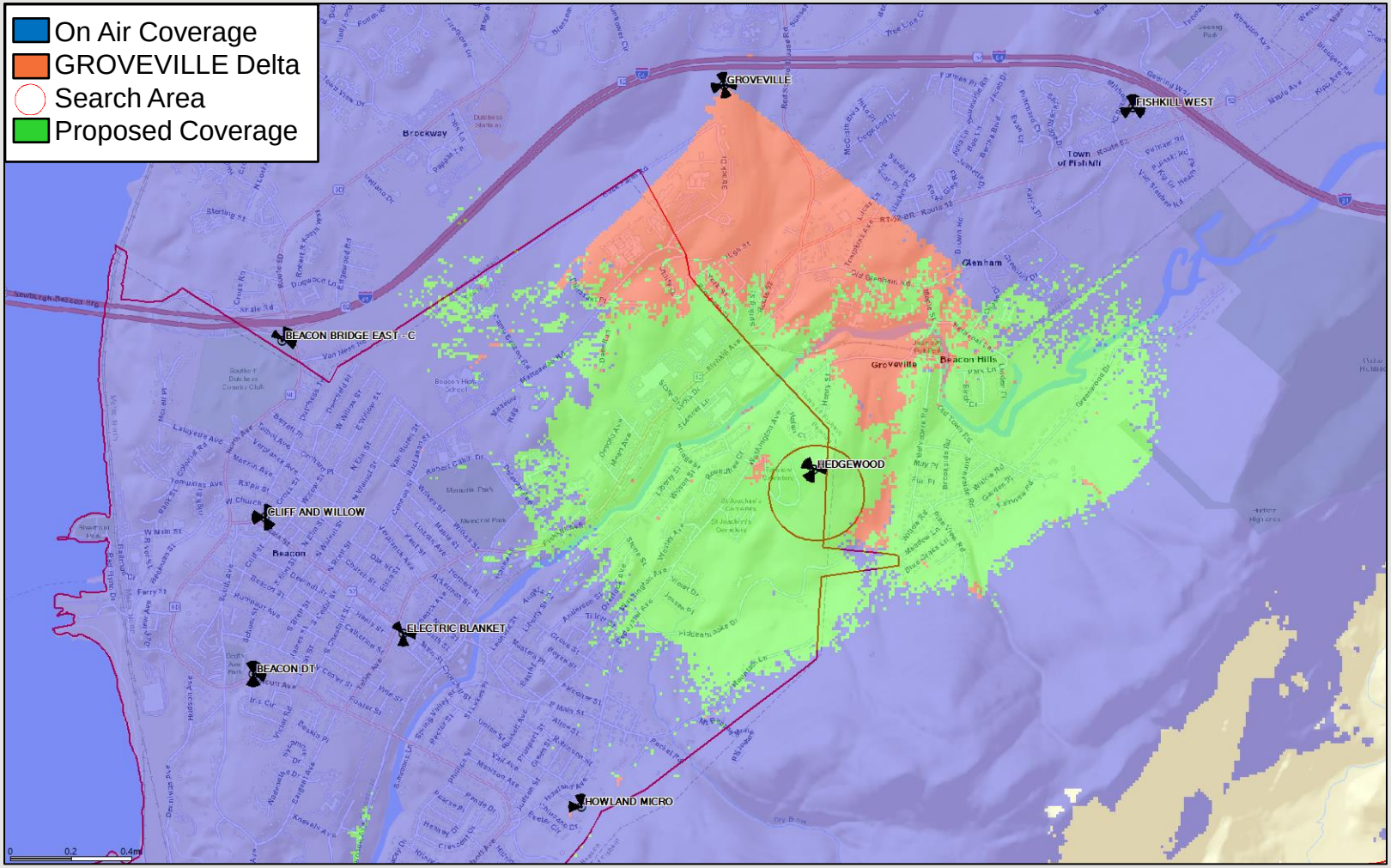
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above represents existing low band coverage from existing sites, with the sites in need of capacity offload detailed in the legend above. Blue coverage is from other on air sites.

# Proposed 700MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above adds the low band footprint of the proposed Hedgewood site in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area. This will help to resolve the coverage and capacity issues impacting the GROVEVILLE Delta sector.

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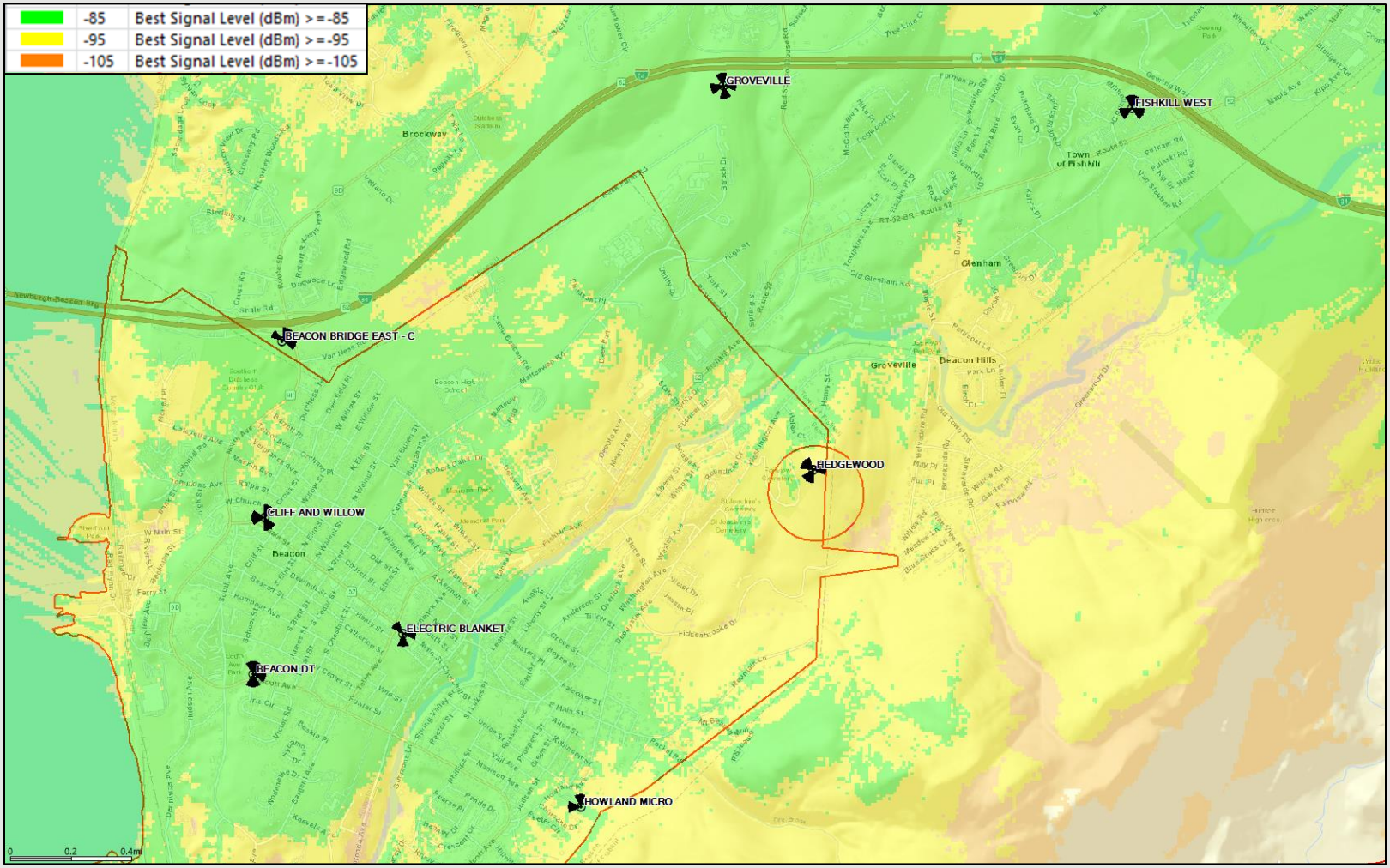
# Existing 700MHz Coverage

This coverage map shows how weak the RF conditions are in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above represents existing low band signal strength coverage from existing sites.

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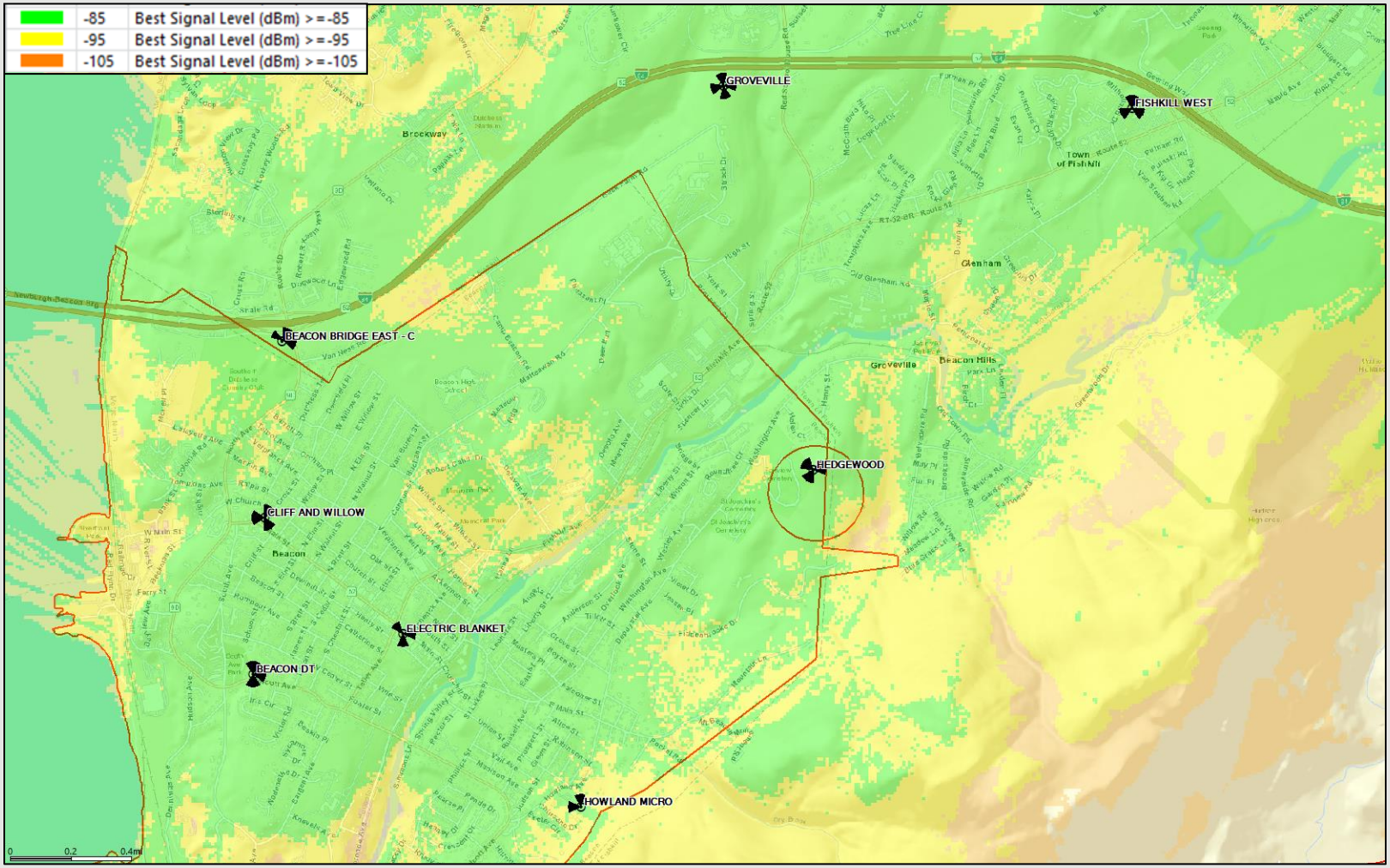
# Proposed 700MHz Coverage

This coverage map shows how improved the RF conditions will be in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above adds the low band footprint of the proposed **Hedgewood** site. The significantly improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap area. This will help to resolve the coverage and capacity issues impacting the GROVEVILLE Delta sector.

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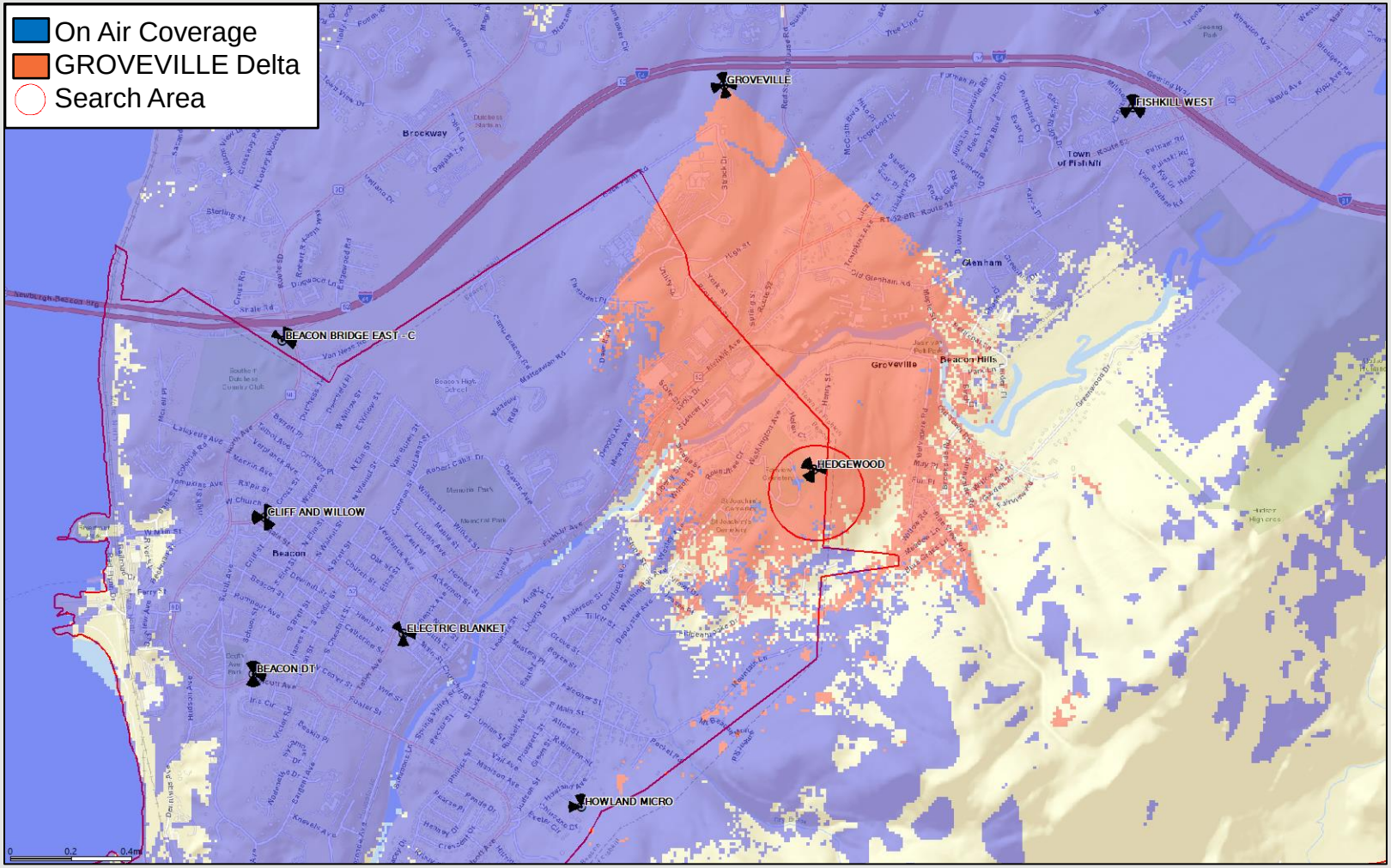
# Existing 2100MHz Best Server -105dBm RSRP

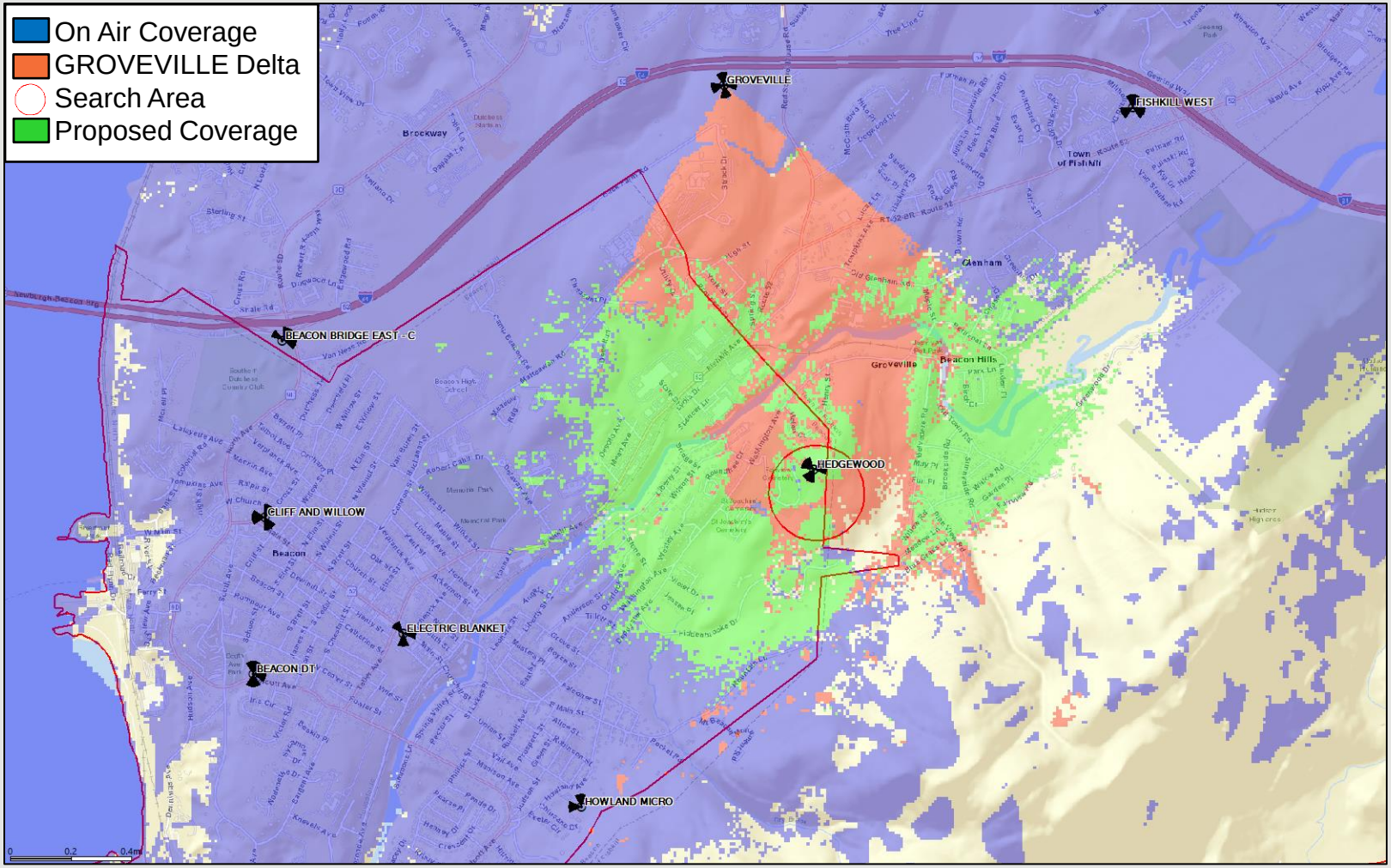
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above represents mid band coverage from existing sites, with the sites in need of capacity offload detailed in the legend above. Blue coverage is from other on air sites.

# Proposed 2100MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above adds the mid band footprint of the proposed Hedgewood site in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area.

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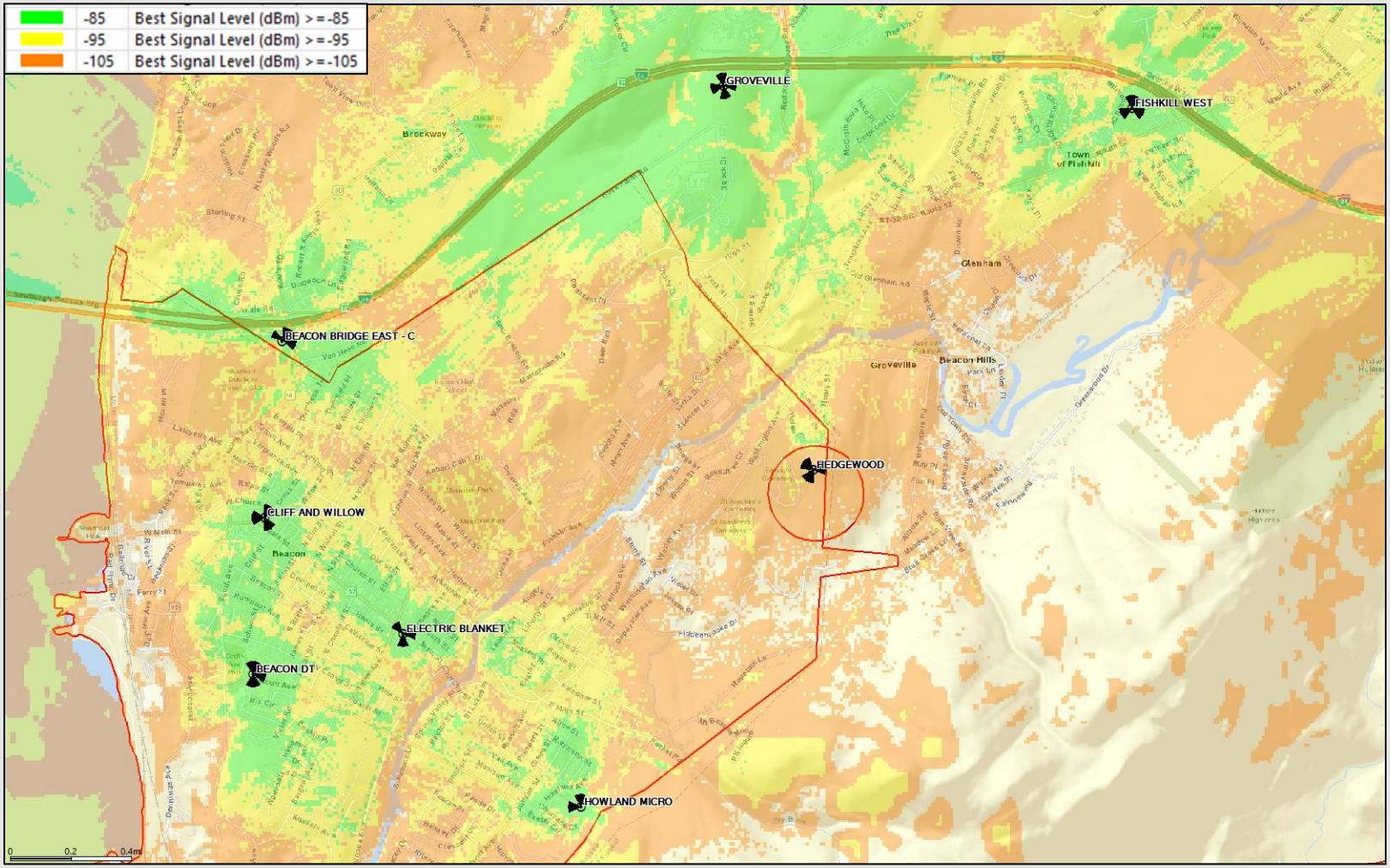
# Existing 2100MHz Coverage

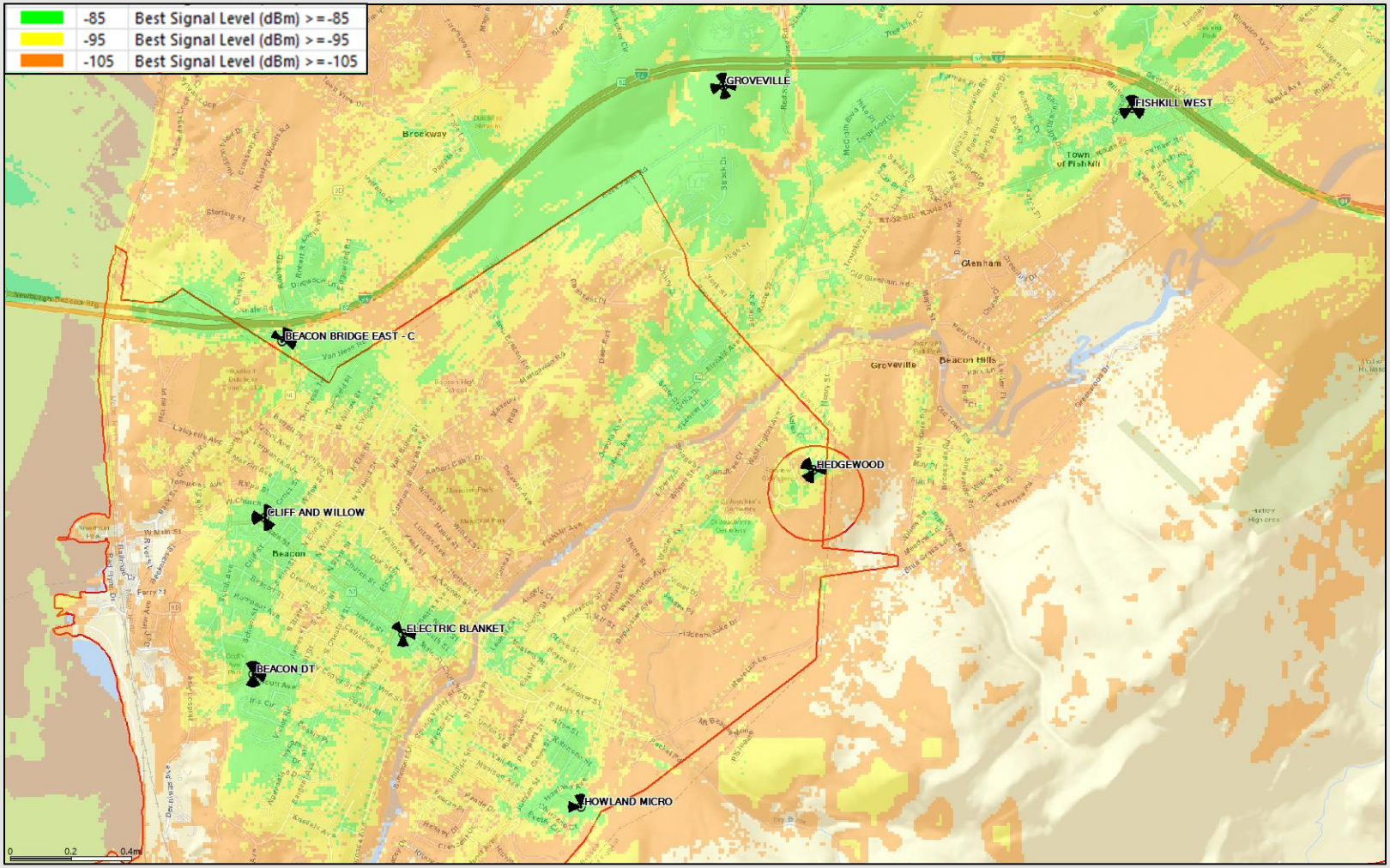
This coverage map shows the RF conditions in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above represents mid band coverage from existing sites. This 2100MHz signal is very weak throughout the project area. Additional mid band network densification is required to resolve these conditions.

# Proposed 2100MHz Coverage

This coverage map shows how improved the RF conditions will be in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above adds the mid band footprint of the proposed **Hedgewood** site. The improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap area.

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# Midband coverage plots at alternate heights (Minimum Height Justification)

Mid band coverage is critical in the effort to balance capacity (utilization) and allow for “contained” low band sites. If adequate and reliable signal strength from mid band is not present the mobile will attach to low band only. The current low band frequencies, however, due to limits in bandwidth represent only approximately seven percent (7%) of the available bandwidth licenses by Verizon Wireless, the remaining ninety three percent (93%) of bandwidth is available from the mid-band frequencies. Too many users in this RF condition will overburden low band and cause a site to become capacity exhausted requiring additional network densification. Network densification is achieved by adding mid-band frequencies at a new dominant server/site. Areas of higher utilization are of particular importance in evaluating mid band height needs. Mid band spectrum on macro sites has proven to be a very capable resource and also includes C-Band. These frequencies roughly in the 1.9-3.8GHz range are needed throughout the Hedgewood project area to relieve existing network capacity issues.

Current wireless networks continue to rely on “line of sight” technology to provide service to existing customers, the critical component necessary to service customers is establishing the proper height of the antennas to ensure that the antennas can see the service areas. As relative antenna height is increased or decreased, area (RF) clutter is either overcome allowing a site to propagate as needed or becomes obstructed causing gaps in service. The following slides display existing on-air mid band coverage + Hedgewood Site at identified Antenna centerline (ACL).

# Criterion for the 'focus' areas

There are always different types of areas around a site.

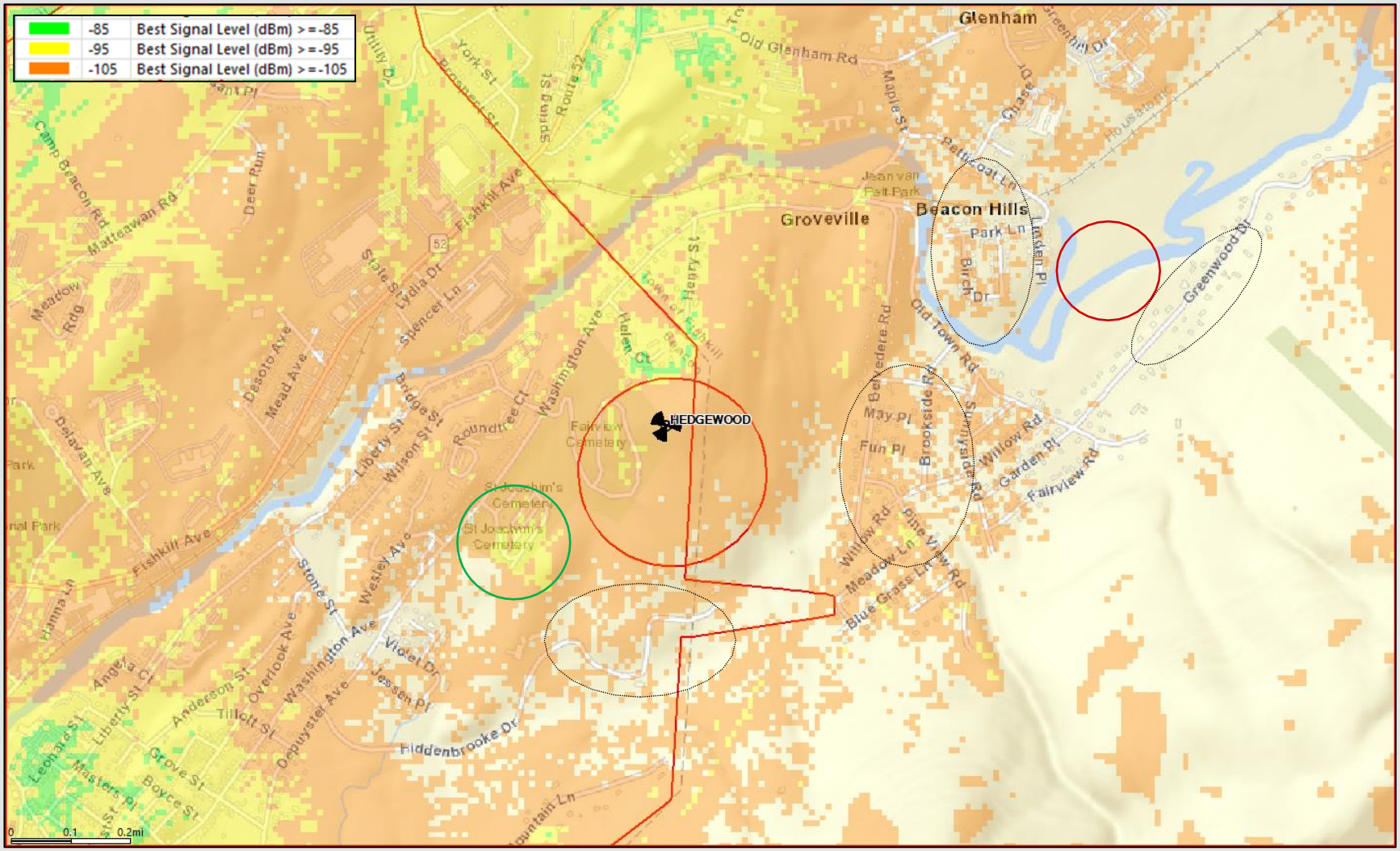
1. Areas with no potential traffic/customer are not considered in minimum height analysis even if Mid-band Coverage fades or is completely lost with the tower height reduction. For example, area in red circle on accompanying propagation maps.

2. Potential traffic (residential/commercial areas and roads) areas, which are close to the site are also not considered as reduction in tower height does not affect these areas significantly. For example, area in green circle on the following propagations.

3. Potential traffic areas, which are not very close to the project location or are located in a challenging terrain and there will be dramatic changes in mid-band coverage when the tower height is altered, are only considered in minimum height evaluation. All such areas are shown with the help of black circles on the following propagations.

# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites. Areas encircled are focus areas for purposes of establishing minimum height justification.

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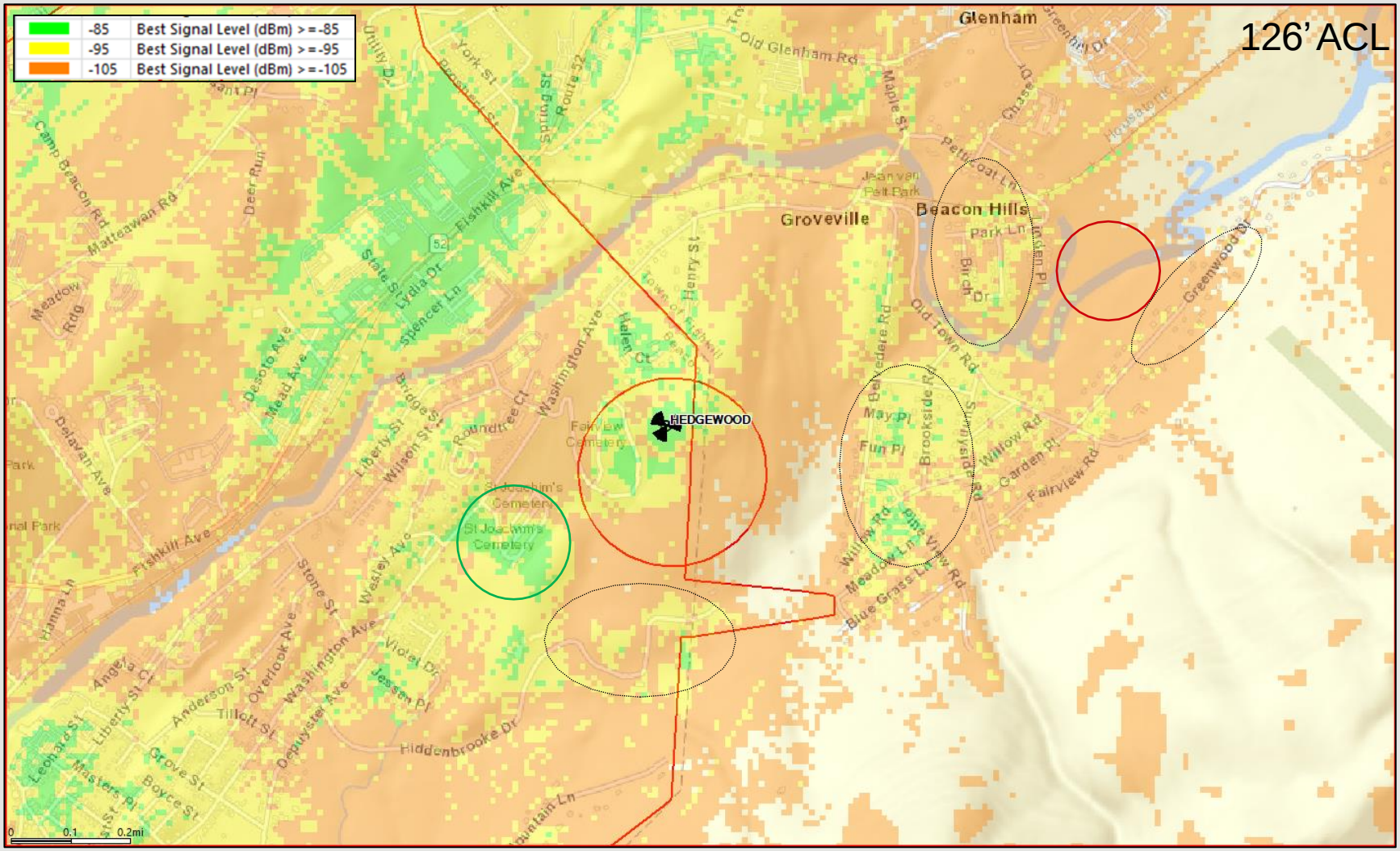
# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites + Hedgewood WT site at 126' Antenna Centerline (ACL) which is 10ft higher than the proposed ACL(116'). The purpose of adding mid band coverage plot at higher ACL is to show that a higher ACL will certainly result in improve mid band coverage but the improvement is not significant enough to raise the antenna by another 10ft.

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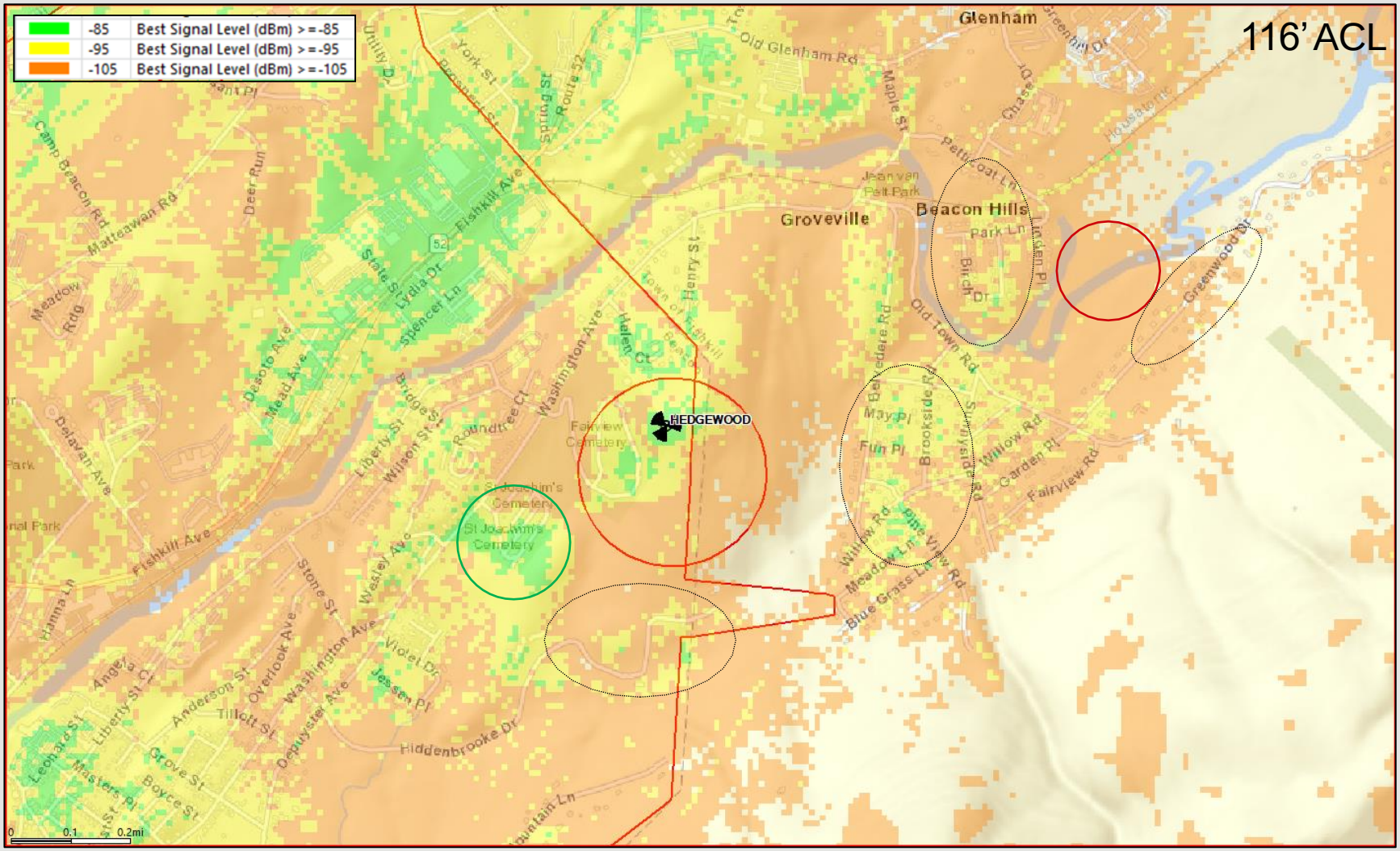
# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites + Hedgewood WT site at 116'ACL. Midband footprint reduced at the proposed height but It can be seen that our focus areas will still have some mid band coverage.

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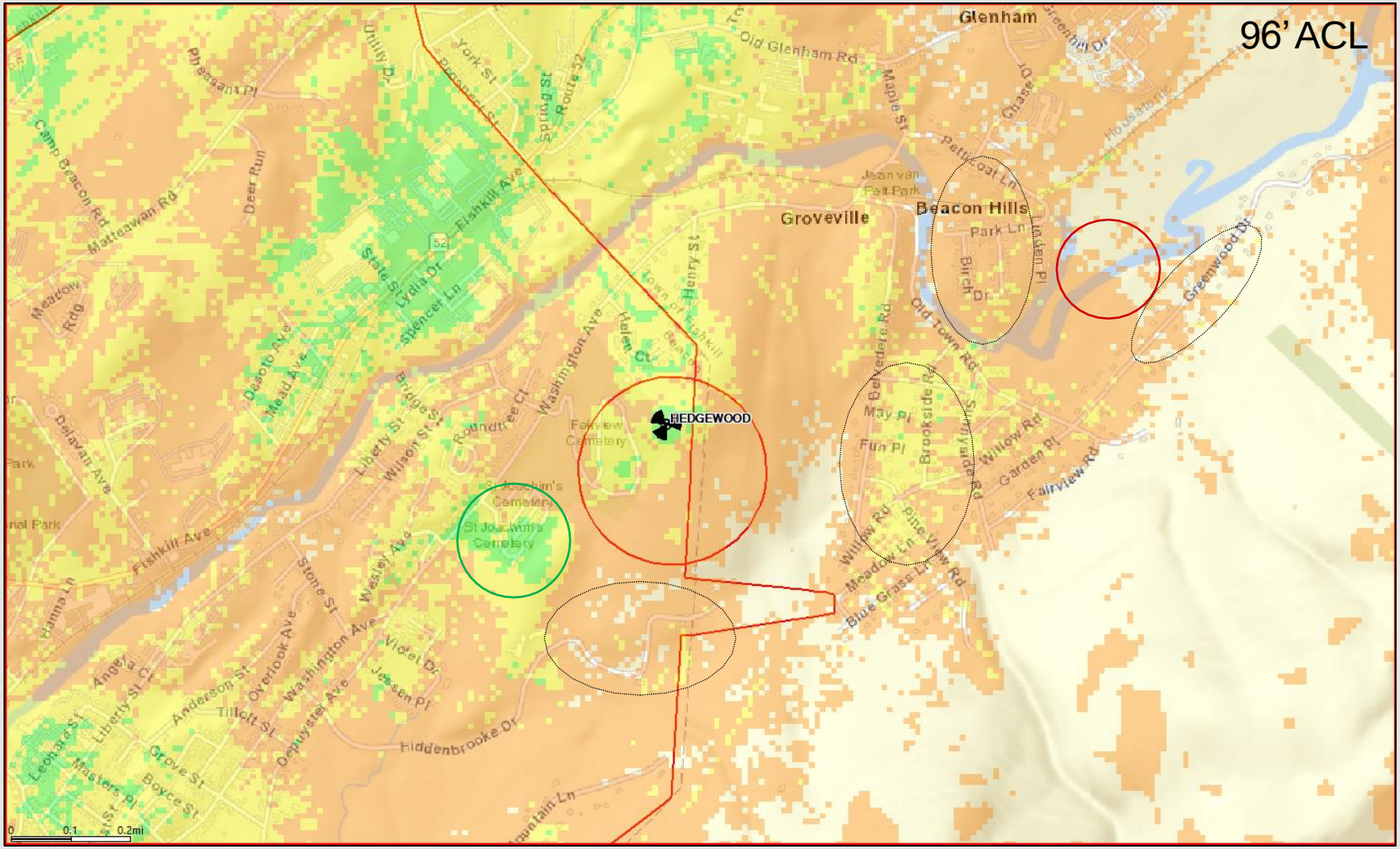
# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites + Hedgewood site at 96'ACL. Midband footprint significantly reduced at 96'ACL and our focus areas will have either tier 4 outdoor coverage (-95dBm to -105dBm, which means no indoor midband coverage) or no midband coverage at all.

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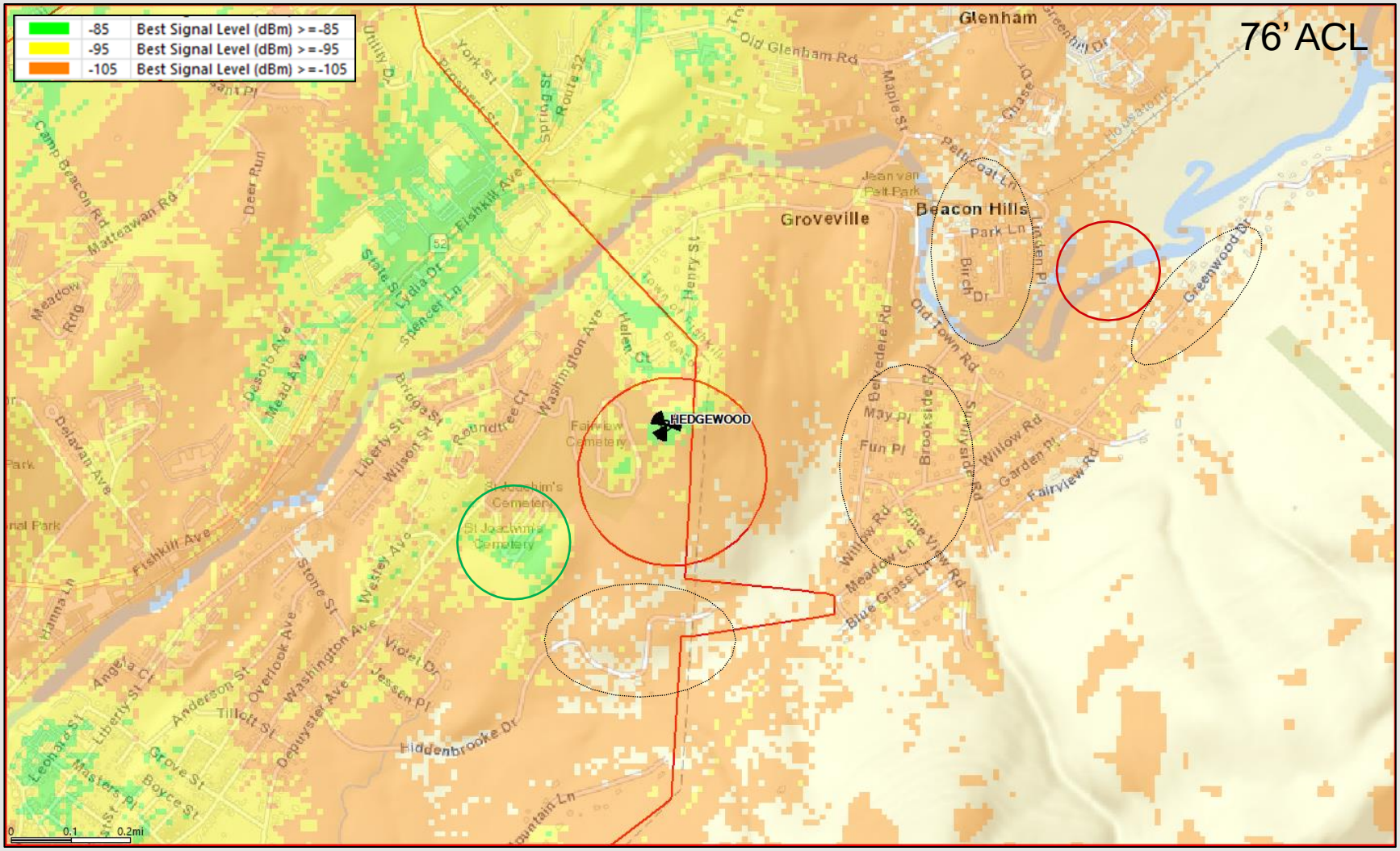
# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites + Hedgewood site at 76'ACL. Midband footprint significantly reduced at 76'ACL and our focus areas will have either tier 4 outdoor coverage (-95dBm to -105dBm, which means no indoor midband coverage) or no midband coverage at all.

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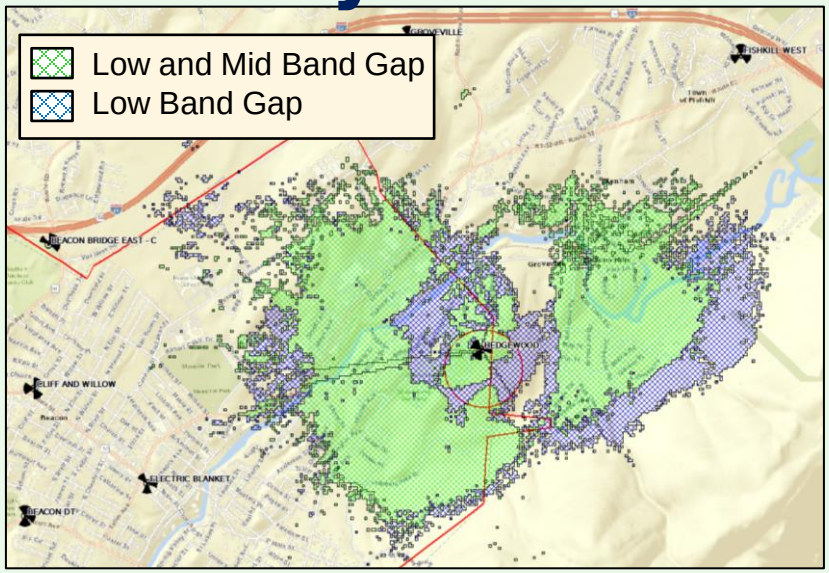
# Height Justification Narrative/Summary

**As mentioned before, Hedgewood project area is already experiencing high network utilization, primarily on low band due to lack of adequate and reliable mid band coverage in the area. Due to the high number of users in the project area, it is important to provide adequate mid band signal strength to this objective area. Verizon RF evaluated the minimum height requirement and it is our expert opinion that any height lower than 120' (116' ACL) will fail the capacity objective of the project. As shown previously, 116' ACL is not as ideal for the project as 126' would be, however it does provide acceptable coverage for the majority of the project area.**

# RF Justification Summary




The proposed site at 116' ACL resolves the substantial and significant gaps in coverage and capacity impacting the **Hedgewood** project area. The gaps are shown in the above graphic: The shaded areas as detailed in the legend represent gaps in coverage and capacity that Hedgewood (site) will resolve.

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

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

*Brendan Hennessy*

Brendan Hennessy
Engineer III – RF Design
Verizon Wireless

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WILLIAM P. JOHNSON
RF ENGINEERING CONSULTANT
PO BOX 20263 ROCHESTER, NEW YORK 14602

October 5, 2023

Mr. John Gunn, Chair
CITY of BEACON Planning Board
One Municipal Plaza
Beacon, NY 12508

RE: Proposed Verizon Wireless Telecommunications Facility RF Site Review
375 Washington Avenue ("Hedgewood" site)

Dear Mr. Gunn,

We issued a preliminary RF engineering report for the Verizon Wireless ("Applicant") subject site on July 10, 2023. Our preliminary report contained 14 "Findings" several of which recommended responses by Applicant. Those findings are repeated here for convenience.

Preliminary Report Finding #5:

> "Base station antennae must be elevated to allow efficient RF propagation and achieve the proposed RF coverage and capacity relief to neighboring cells. Applicant has not provided evidence that (a) a lower height would not suffice to accomplish their goals or (b) a higher height was justified but was reduced to the proposed height of 120' due to aesthetic concerns. We recommend a series of propagation plots for the proposed site at lower heights in 20' intervals to show the effects on both RF coverage and traffic off-load with any additional objective evidence and analysis Applicant can provide to support the proposed height."

Preliminary Report Finding #6:

> "Deployment of cellular base stations can be affected by developing plans for neighboring sites. We recommend that Applicant provide service gap documentation for the anticipated decommissioning of the existing Mount Beacon site and discuss with the board (a) whether any neighbor site deployments are planned withing the jurisdiction, (b) if any such plans may allow height reduction of the proposed tower, and (c) where and how tall anticipated future sites will be deployed."

Preliminary Report Finding #7:

> "During public hearings and municipal site plan review, other alternate sites that may provide improved visual impact are often identified in addition to those

Applicant identified. We recommend Applicant perform an RF analysis for any additional nearby sites identified by municipal staff and others that have potential for improved visual impact."

Preliminary Report Finding #14:

"We anticipate that after decommissioning the existing Mount Beacon site that the proposed RF coverage will show that several coverage gap areas will remain in the area. Those gaps that remain after a proposed site is active and Mount beacon is decommissioned imply the possibility that Applicant may decide to address those areas as part of their overall wireless network. We recommend Applicant discuss this matter with the board and disclose the potential need to serve remaining gap areas and how approval of the proposed site will influence the placement and height of future sites."

On August 30, Applicant's attorney provided new RF materials ("Engineering Necessity Case - Hedgewood" dated August 10, 2023, hereinafter referred to as the "ENC#1") in response to that report. Specific reference to the findings were not provided at that time. The cover page of ENC#1 shows a new site "Beacon Bridge East." The "Mt. Beacon" site is shown as off-air as we anticipated since it is now decommissioned. In the absence of "Mount Beacon" Applicant's "Groveville" site provides low-band RF coverage to the target area. The ENC#1 document showed the "Groveville" site Forward Data Volume (FDV) plot only to March of 2023, prior to decommissioning of the "Mt. Beacon" site which, therefore, does not properly reflect the current traffic load on that site. We requested an update of the FDV plot.

Applicant provided the updated "Groveville" FDV plot and additional RF information ("Engineering Necessity Case - Hedgewood" dated October 2, 2023, hereinafter referred to as the "ENC#2) to address our request and the relevant preliminary report findings. The ENC@2 document explains the importance of the "focus" areas circled on the mid-band proposed coverage plots. See ENC#2 page 22. ENC#2 materials provide current FDV, ASEU and AvgAV "Groveville" delta sector data and more descriptive information about the "focus" areas that are driving the minimum height requirement. The "Groveville" site is north of the city and it is currently providing most of the service to the proposed target area to be eventually serviced by the "Hedgewood" site, the subject of the current permit application.

The following list of Findings are the outstanding items from our preliminary report of July 10, 2023. The ENC#2 addresses Finding #5 and, in part, Finding #14. We anticipate that Applicant will verbally address preliminary report Finding #6 and the unaddressed items in Finding #14 (plans for future sites in and near the city), and Finding #7 (alternate sites identified by the city, if any) during the October 11th hearing.

The following new Findings for this report begin numeration at #15 to avoid confusion and allow reference to Findings in each report as needed. We have not repeated some of the technical background information and therefore refer the reader to our preliminary report of July 10, 2023, for clarification if needed.

**Supplemental Report #1 (i.e. this document) Findings and Discussion**

15. Based on the current information in ENC#2, we note that the "Groveville" site is occasionally over threshold limits for low-band and mid-band FDV ("Forward Data Volume"). During those times users will experience poor service. Traffic off-loading is a desirable objective to avoid early capacity overload in the future.

16. Based on the current information in ENC#2, we note that low-band RF coverage from "Groveville" does not provide complete "Tier 1" (-85 dBm) service to a significant part of the city. Lack of "Tier 1" coverage can cause some in-building service to be unreliable.[1] The lack of strong "Tier 1" coverage is the primary driver for the proposed site now that "Mount Beacon" is decommissioned.

17. Based on ENC#1 and ENC#2, existing mid-band RF coverage is not complete withing the target coverage area. The proposed "Hedgewood" site, if approved, will provide substantial "Tier 1" mid-band service to the area around the site and "Tier 2" and "Tier 3" mid-band services in the areas where there is currently no mid-band service.

18. Although the "Groveville" FDV demand is not severe and both ASEU and AvgUC are withing operational limits, the decommissioning of the former "Mount Beacon" site has caused several areas where low-band traffic is now being drawn to "Groveville" causing the excess FDV. The proposed "Hedgewood" site should draw traffic from "Groveville" to lower the FDV demand. This should extend the time until additional network densification might be required.

19. The proposed "Hedgewood" site will (a) provide dominant mid-band service to the area near the proposed site that can penetrate structures and (b) provide subscriber access to higher bandwidth services in residences and on roadways near the proposed site. The combination of traffic off-load and enhanced signal strength will remedy both coverage gaps and service gaps in the vicinity of the proposed site.

20. ENC#2 analyzes selected "focus" areas to understand how height reduction of the antenna centerline (ACL) affects those areas. At ACL 116' as currently proposed the "Tier 1" in-

[1] An example is when one has to move to a certain location in a residence to make or receive wireless calls.

building coverage begins to degrade (as compared to the plot for ACL=126'). Reduction of ACL to 96' shows both loss of Tier 1 coverage and Tier 3 coverage weakening in the focus areas. We therefore conclude that ACL=116' is at or near the minimum necessary height to relieve coverage and service gaps in the coverage area.

21. Finally we agree that the focus areas identified by Applicant on the propagation plots in ENC#2 are valid areas of concern where in-building and in-vehicle roadway service is required based on the areal photographs of those areas.

**Conclusion**

The information in this report concerns the RF engineering issues related to the proposed project to assist the board in weighing the alternatives and planning for the future of the community. Engineering design choices implicate aesthetic and legal issues as well. However, this report must not be relied upon for any legal advice or direction. Legal advice about action on these issues must be obtained from the board's counsel.

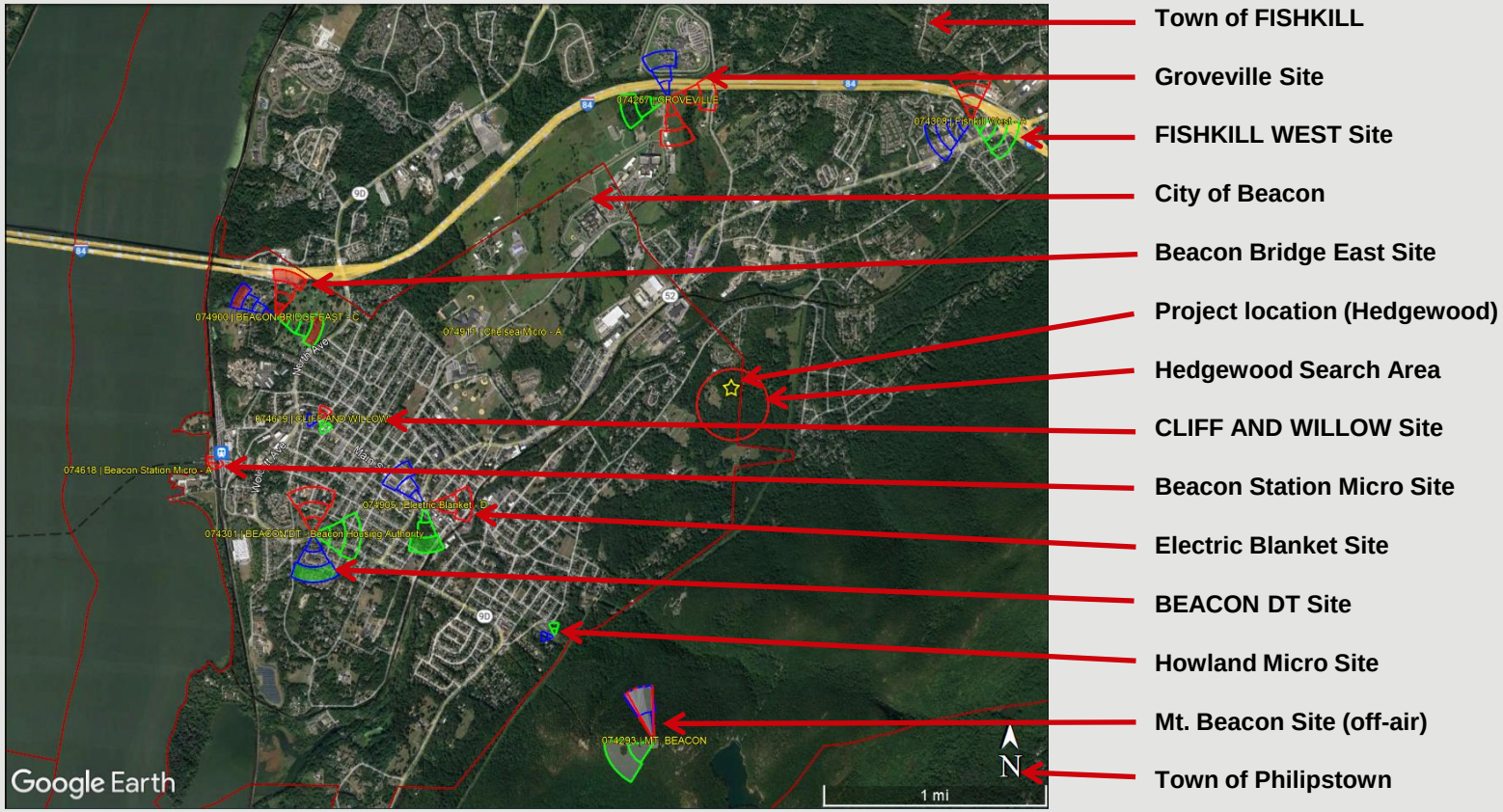
Thank you for the continued opportunity to assist the City of Beacon. Please feel free to contact me if there are additional questions or other concerns at this time.

Very truly yours,

William P. Johnson
RF Engineering Consultant

# Verizon Wireless Communications Facility

## Engineering Necessity Case – "Hedgewood"




- Town of FISHKILL
- Groveville Site
- FISHKILL WEST Site
- City of Beacon
- Beacon Bridge East Site
- Project location (Hedgewood)
- Hedgewood Search Area
- CLIFF AND WILLOW Site
- Beacon Station Micro Site
- Electric Blanket Site
- BEACON DT Site
- Howland Micro Site
- Mt. Beacon Site (off-air)
- Town of Philipstown

**Prepared by: Brendan Hennessy**

**Project: The project is the installation and operation of a new wireless telecommunications tower facility site in the City of Beacon(the "Project Facility").**

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# Introduction

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

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

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

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

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

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

# Project Need Overview

The targeted service improvement area, located in the northeastern portion of the City of Beacon is currently served by one site. This site is overloaded requiring capacity relief. Additionally the target area is subject to significant terrain challenges for RF (signal) propagation. This terrain combined with area foliage and long distance prevent effective propagation of Verizon's RF signals into this area compounding the capacity issue with areas of variable coverage creating significant gaps in coverage.

The serving site is **GROVEVILLE,** located in the Town of Fishkill, is approximately one and a half miles north (of the project location) situated on an existing tower located off **Kirby Town Road.** While this site provides weak/variable coverage in portions of the target area, it does so from a terrain and distance challenged position making the site not capable of efficiently or effectively providing adequate coverage or capacity.

Available (mid band AWS) carriers at this and other area sites are not capable of effectively serving/offloading the project area due to inherent propagation losses from distance, challenging terrain and in building coverage losses negatively impacting mid band coverage and capacity offload capabilities. There are other Verizon sites in this general area but due to distance and terrain they also do not provide any significant overlapping coverage in the area in question that could allow for increased capacity and improved coverage from other sources.

The primary objectives for this project are to increase capacity and improve coverage throughout the northeastern portion of the City of Beacon , more specifically portions of Washington Ave, Route 52, Liberty St, Old Town Road, Greenwood Dr, Hiddenbrook Dr, Mountain Ln, as well neighboring residential and commercial areas along and near these roads. In order to offload capacity from GROVEVILLE site, a new dominant server must be created. This new dominant coverage will effectively offload the existing overloaded site as well as provide improved coverage where significant gaps exist today.

Following the search for co-locatable structures to resolve the aforementioned challenges and finding none available, Verizon proposes to attach the necessary antenna(s) to a new 120' monopole tower to be located at 375 Washington Avenue, City of Beacon, NY 12508. Verizon's antennas will utilize 116' for the ACL (Antenna Center Line) with a top of antenna height of 120'. This solution will provide the necessary coverage and capacity improvements needed.

# Wireless LTE (Voice and Data) Growth

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

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

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

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

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

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

Source: Verizon Innovation Center, February. 2018

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

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

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

**77% of parents think tablets are beneficial to kids.**

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

**70% of teens use cellphones to help with homework.**

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

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

**Of American homes are wireless only.[2]**

**In North America, the average household has 13 connected devices with smartphones outnumbering tablets 6 to 1.[3]**

1. Ericsson Mobility Report, November 2017
2. CDC's 2018 Wireless Substitution: Early Release of Estimates From the National Health Interview Survey, January-July, 2018
3. IHS Market Connected Device Market Monitor: Q1 2016 , June 7, 2016

**A wireless network is like a highway system…**

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

verizon

## Wireless facilities and property values.

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

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

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

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

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

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

With over 80% of 9-1-1 calls now coming from cell phones…[1]

**240 million** 911 calls are made annually. In many areas, 80% or more are from wireless devices. [1]

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

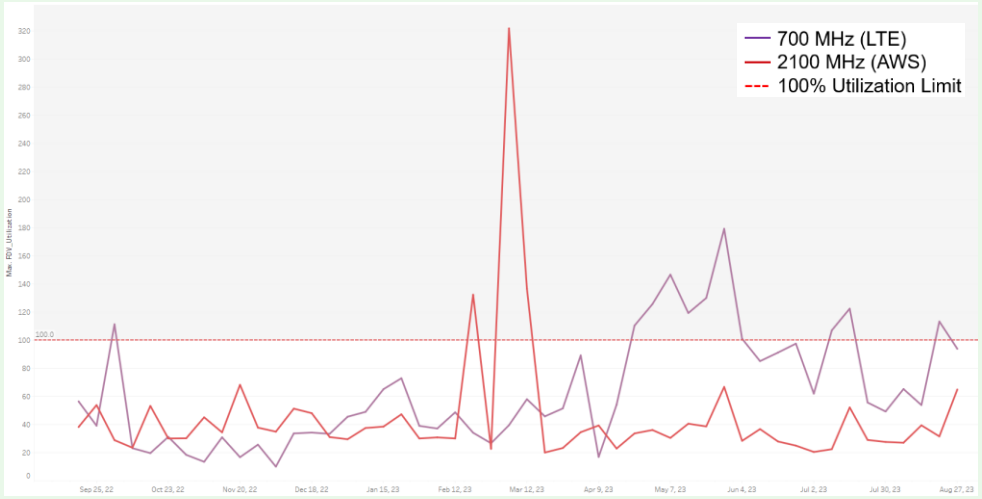
# Explanation of Wireless Capacity

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

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

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

# Capacity Utilization
# FDV (GROVEVILLE Delta)




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

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

**Detail**: The existing **GROVEVILLE Delta** sector shown above has exceeded its capability of supporting FDV requirements as shown by the purple line exceeding the max utilization threshold (red dashed line). FDV is one of up to three metrics used in this presentation to evaluate capacity capability in this area. This graph also reveals the inability of the AWS carrier (dark red line) to provide the necessary capacity offload for the low band carrier due to differences in RF propagation characteristics. The solution is network densification.

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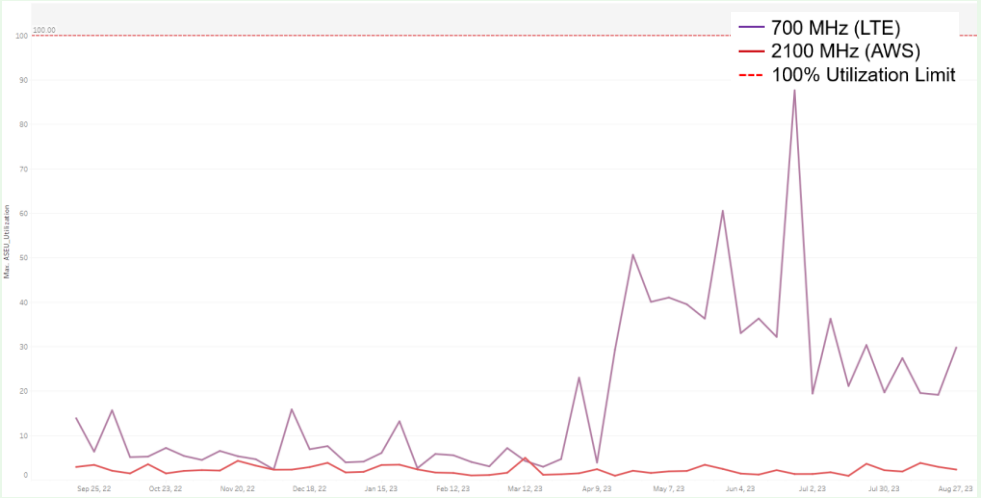
# Capacity Utilization
# ASEU (GROVEVILLE Delta)




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

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

**Detail**: While the ASEU for 700 at the existing **GROVEVILLE** sector greatly increased after the Mt. Beacon site was decommissioned, it is not yet exceeding the utilization limit. ASEU is one of up to three metrics used in this presentation to evaluate capacity capability in this area.

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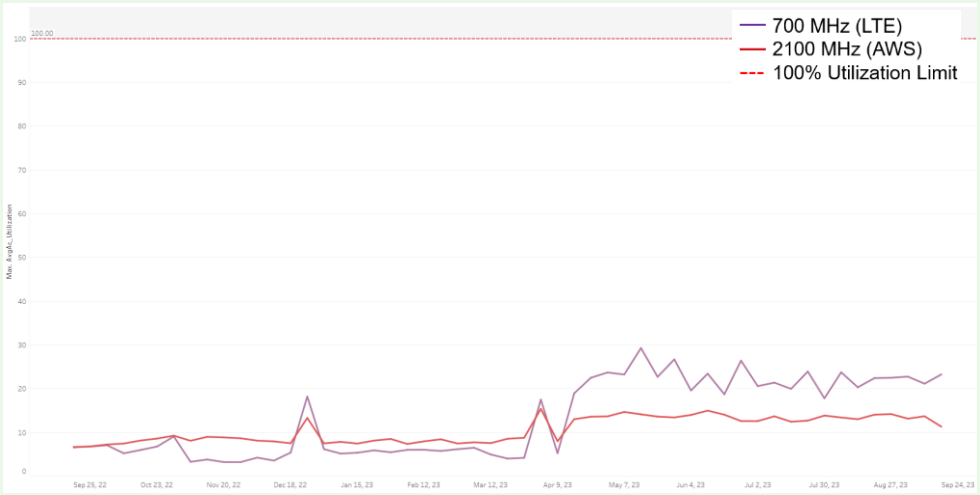
# Capacity Utilization
# AvgAC (GROVEVILLE Delta)

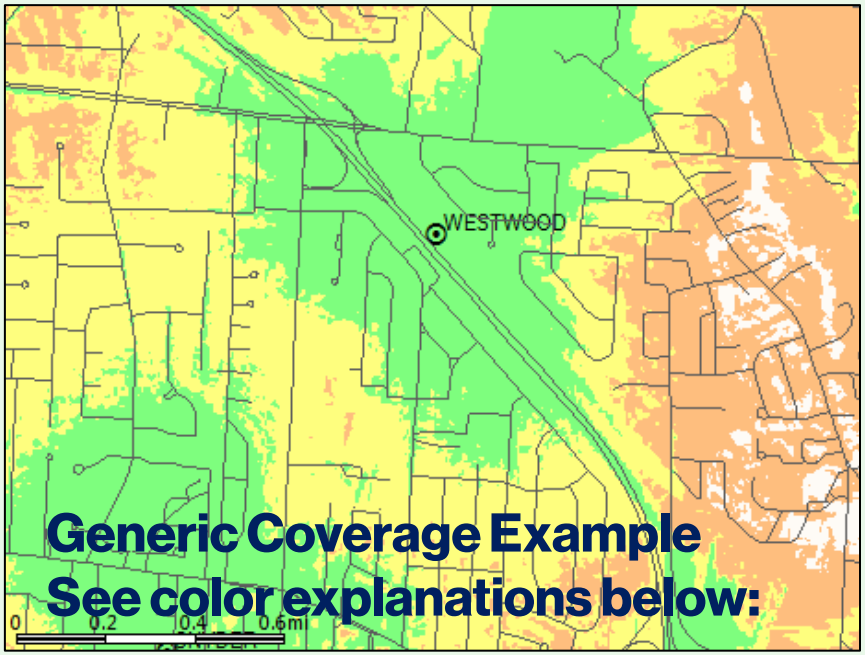



**Summary**: This graph shows AvgAC (**A**verage **A**ctive **C**onnections). AvgAC utilization by carrier is a measurement of max active connection capacity per sector in any given time slot. When this limit is reached, no additional devices will be able to connect to the site, resulting in connection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

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

**Detail**: The existing **GROVEVILLE** sector shown above is operating normally for this metric. **AvgAC** is one of three capacity metrics used in this document.

# Explanation of Wireless Coverage




**Generic Coverage Example**
**See color explanations below:**

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

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

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

Note the affect of clutter on the predicted coverage footprint above

**Dark Green >/= -75dBm RSRP, typically serves dense urban areas as well as areas of substantial construction (colleges, hospitals, dense multi family etc.)
Green >/= -85dBm RSRP, typically serves suburban single family residential and light commercial buildings
Yellow >/= -95dBm RSRP, typically serves most rural/suburban-residential and in car applications
Orange >/= -105dBm RSRP, rural highway coverage, subject to variable conditions including fading and seasonality gaps
White = <-105dBm RSRP, variable to no reliable coverage gap area

More detailed, site-specific coverage slides are later in the presentation
*Signal strength requirements vary as dictated by specific market conditions
** Not displayed in example map, layer not used in all site justifications

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# Explanation of this Search Area

Hedgewood Search Area

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

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

To resolve the coverage and capacity deficiencies previously detailed, Verizon Wireless is seeking to add one new cell facility within this area to improve wireless service capacity and coverage. By offloading traffic from **GROVEVILLE Delta** with the proposed site, adequate and reliable service will be restored. The new **Hedgewood** site will provide dominant and dedicated signal to the identified portions of the City of Beacon. This helps to improve not only the **Hedgewood** project area but will also indirectly result with significant improvements in the northeastern portion of the City of Beacon.

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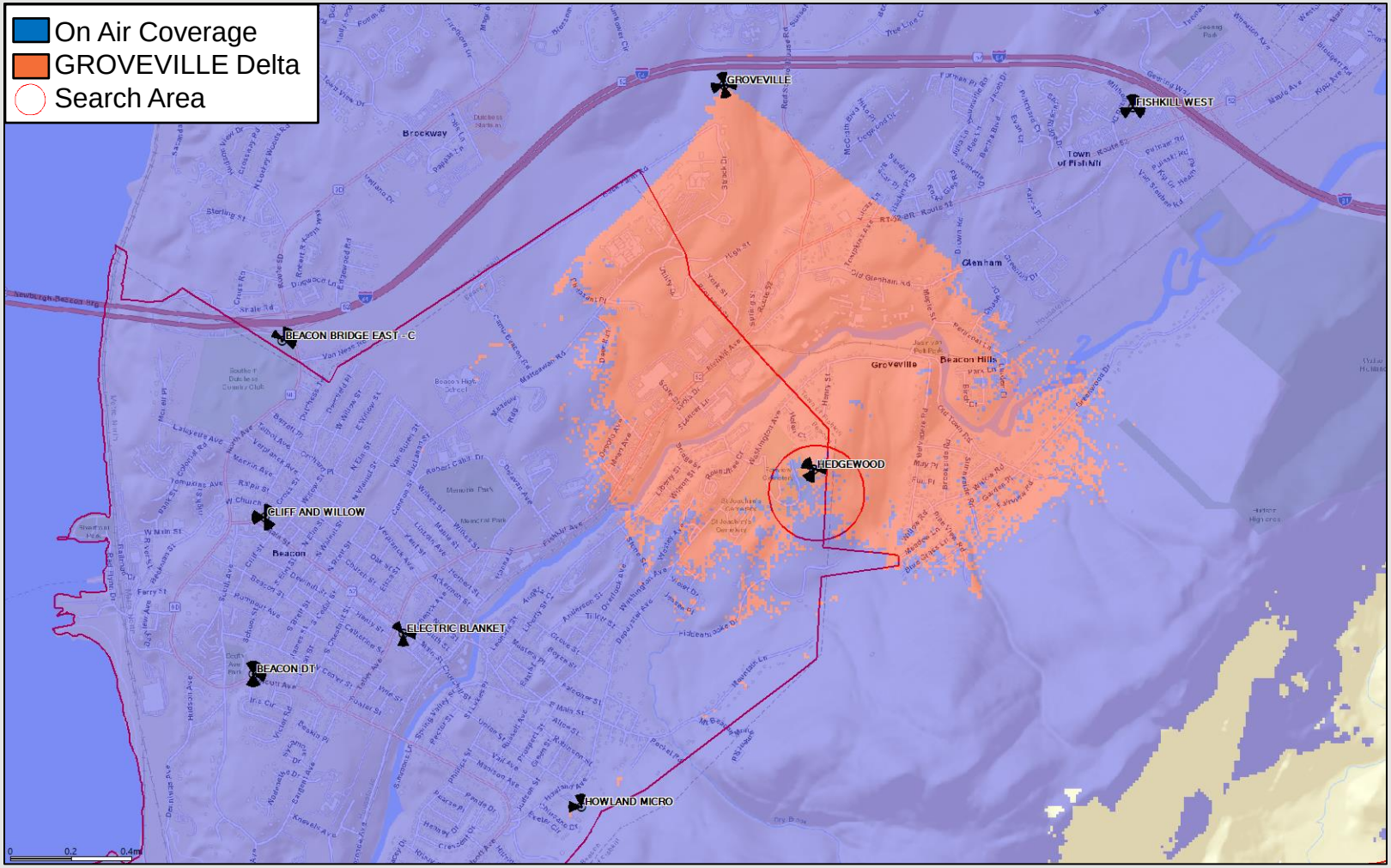
# Existing 700MHz Best Server -105dBm RSRP

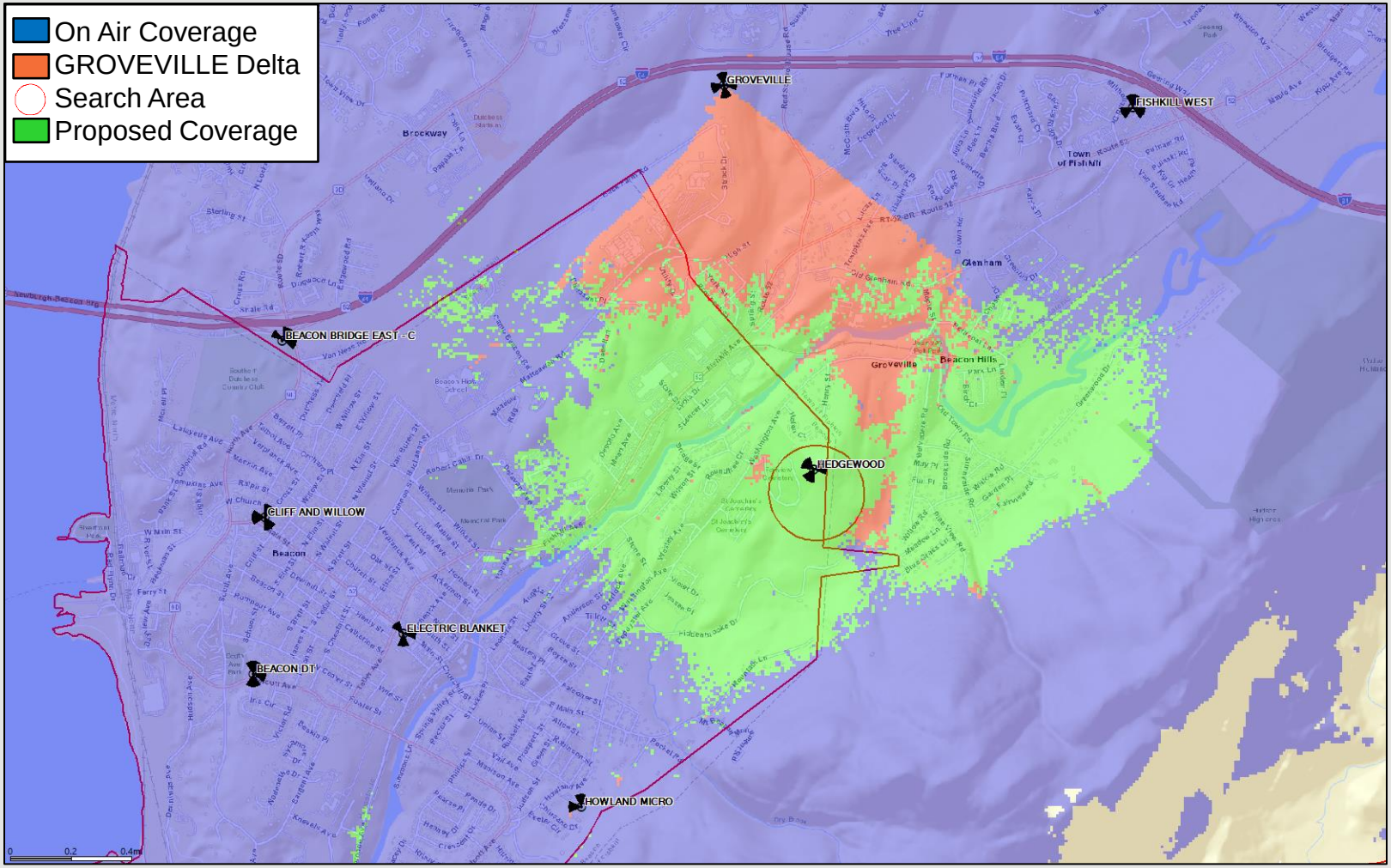
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above represents existing low band coverage from existing sites, with the sites in need of capacity offload detailed in the legend above. Blue coverage is from other on air sites.

# Proposed 700MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above adds the low band footprint of the proposed Hedgewood site in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area. This will help to resolve the coverage and capacity issues impacting the GROVEVILLE Delta sector.

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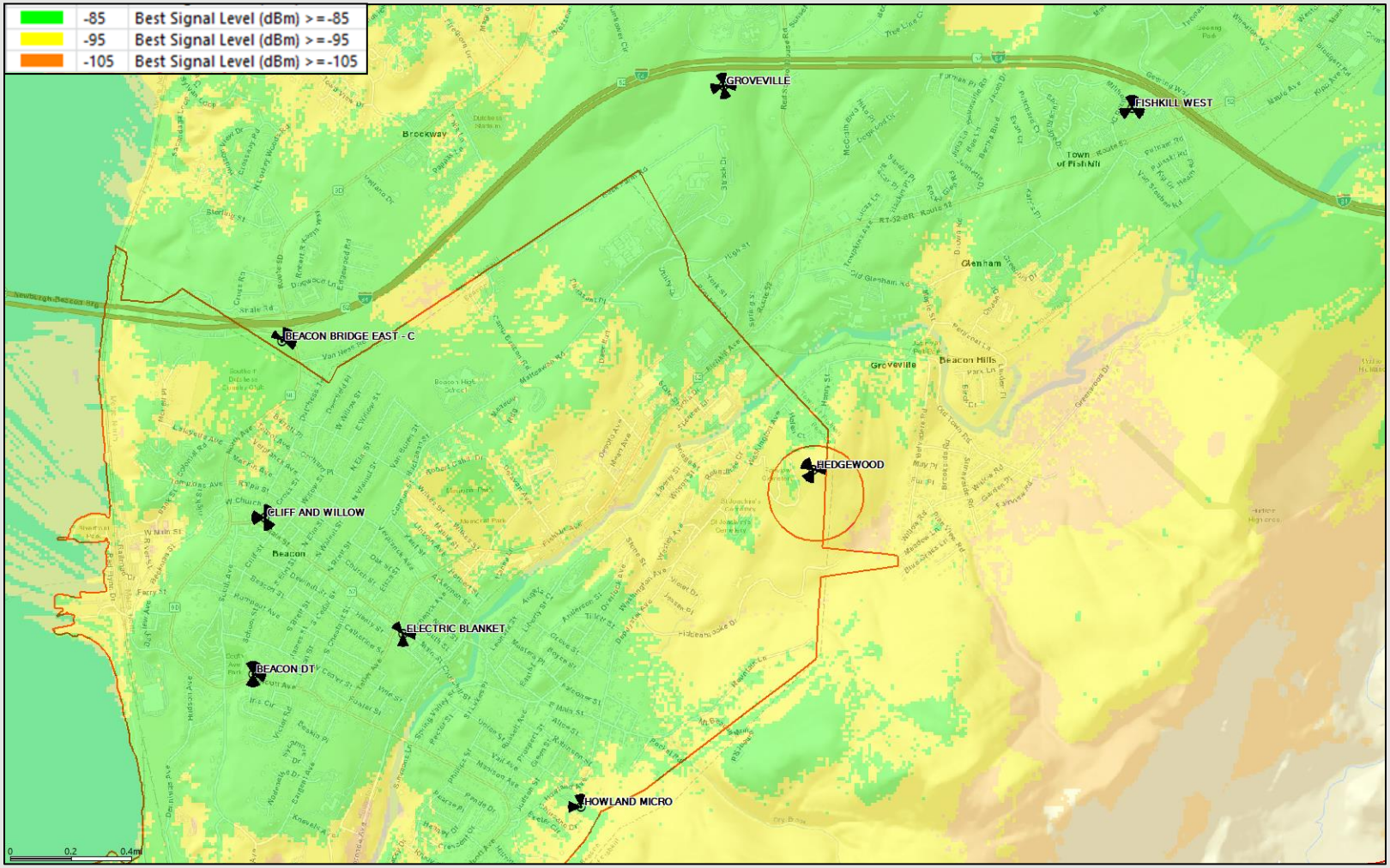
# Existing 700MHz Coverage

This coverage map shows how weak the RF conditions are in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above represents existing low band signal strength coverage from existing sites.

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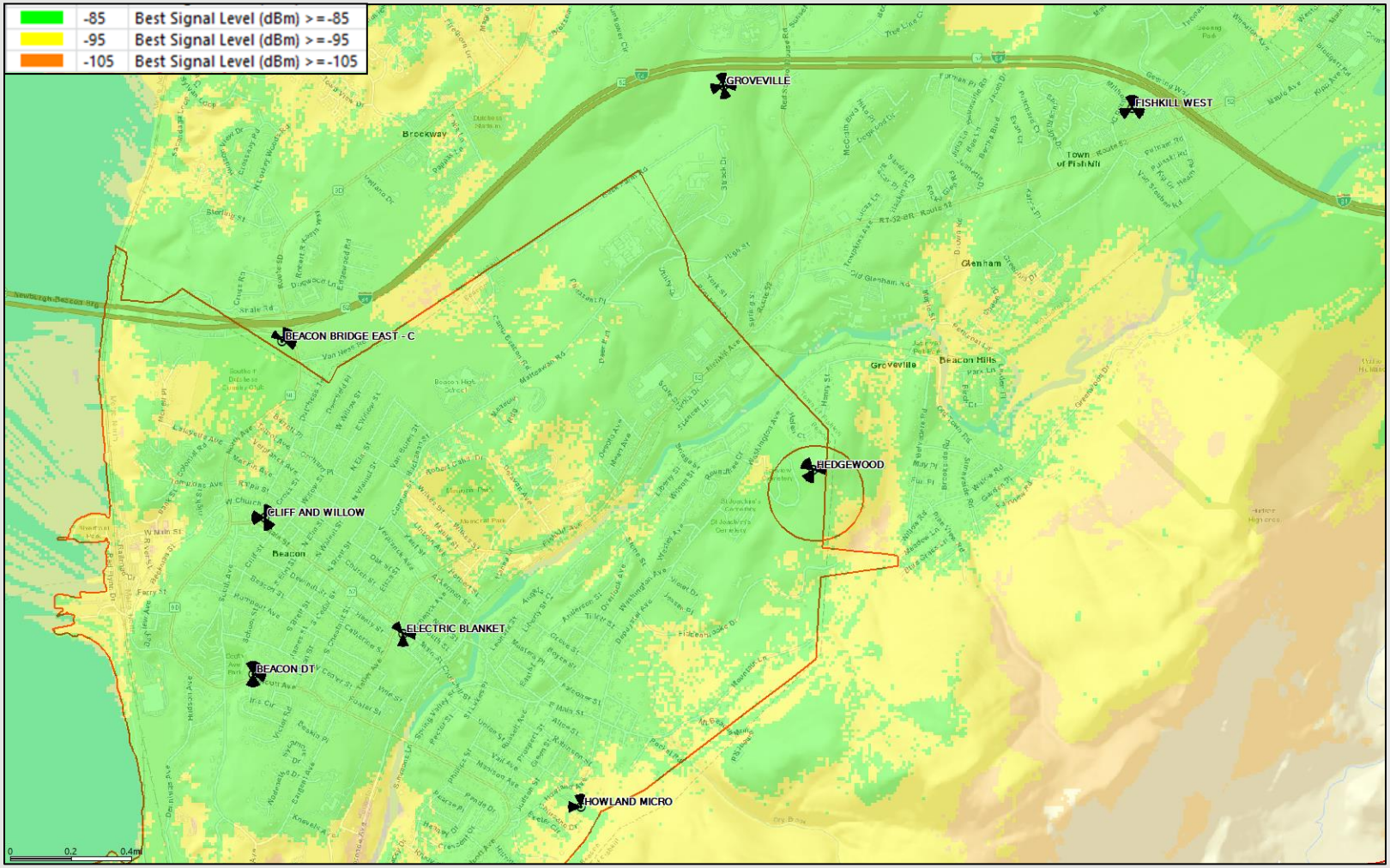
# Proposed 700MHz Coverage

This coverage map shows how improved the RF conditions will be in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above adds the low band footprint of the proposed **Hedgewood** site. The significantly improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap area. This will help to resolve the coverage and capacity issues impacting the GROVEVILLE Delta sector.

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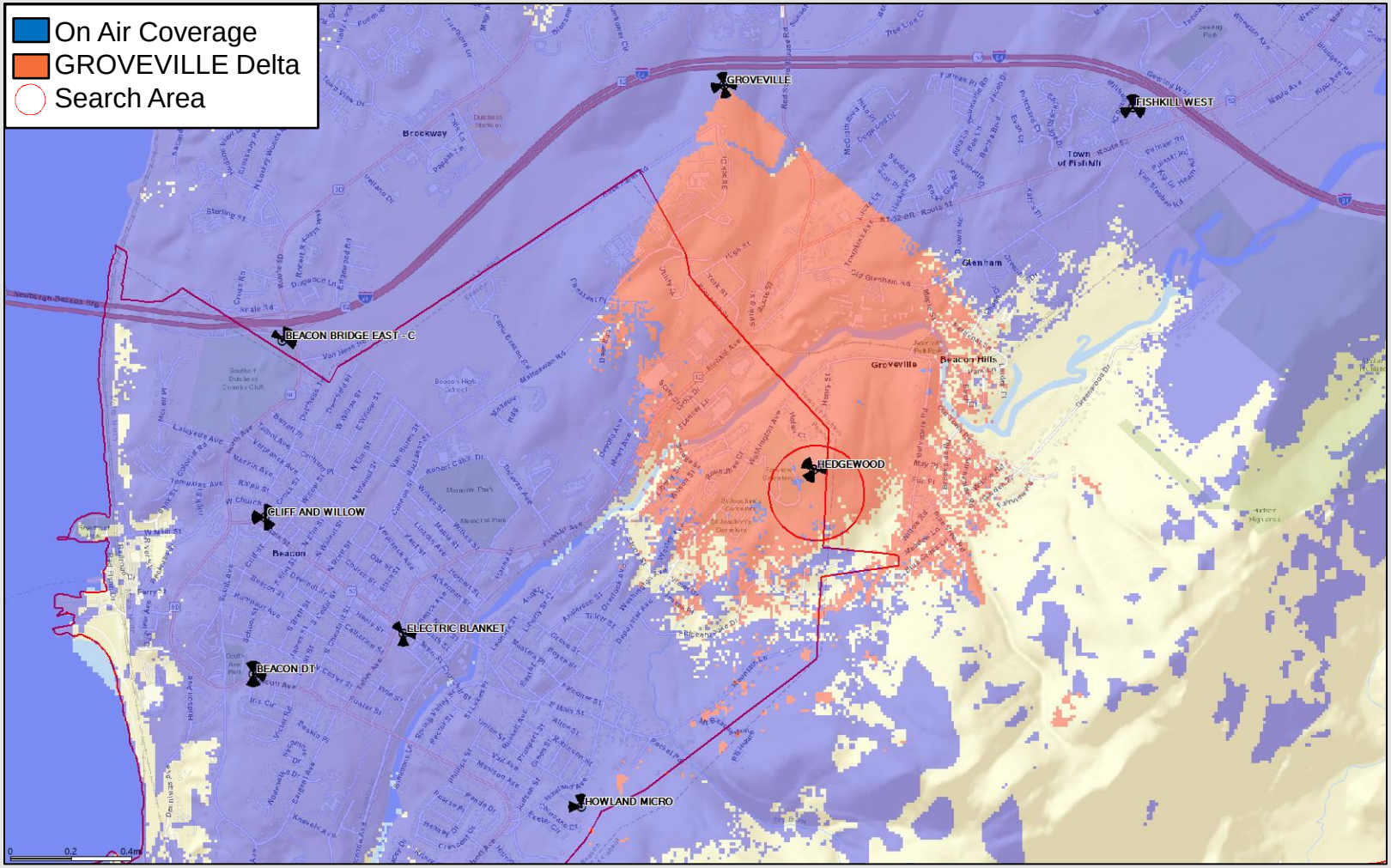
# Existing 2100MHz Best Server -105dBm RSRP

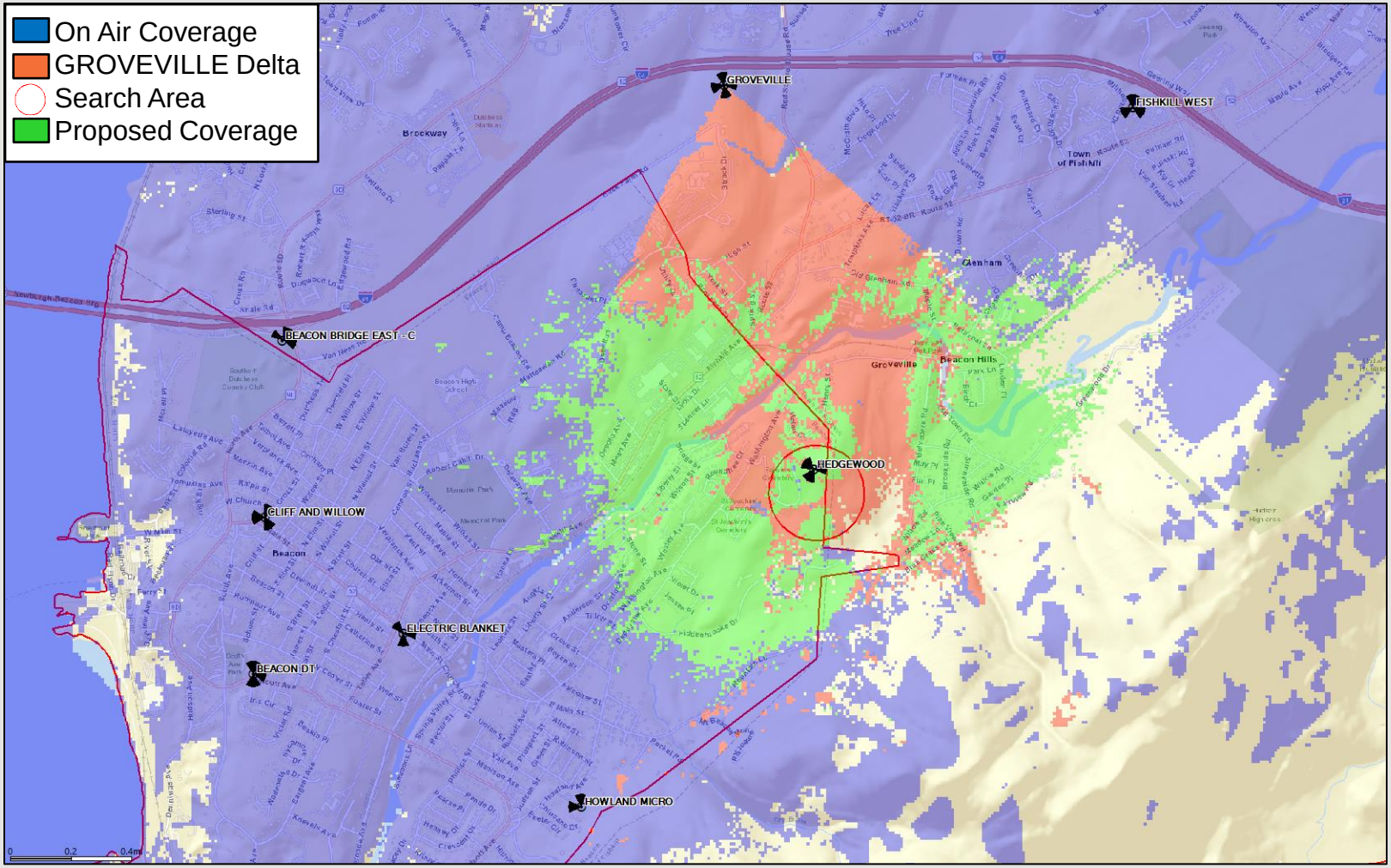
Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above represents mid band coverage from existing sites, with the sites in need of capacity offload detailed in the legend above. Blue coverage is from other on air sites.

# Proposed 2100MHz Best Server -105dBm RSRP

Best Server plots depict the actual footprint of each sector in question at one threshold so the viewer can accurately evaluate the area offloaded by the new sites dominant signal area.




The map above adds the mid band footprint of the proposed Hedgewood site in green. The green best server footprint provides improved coverage and capacity throughout the identified significant gap area.

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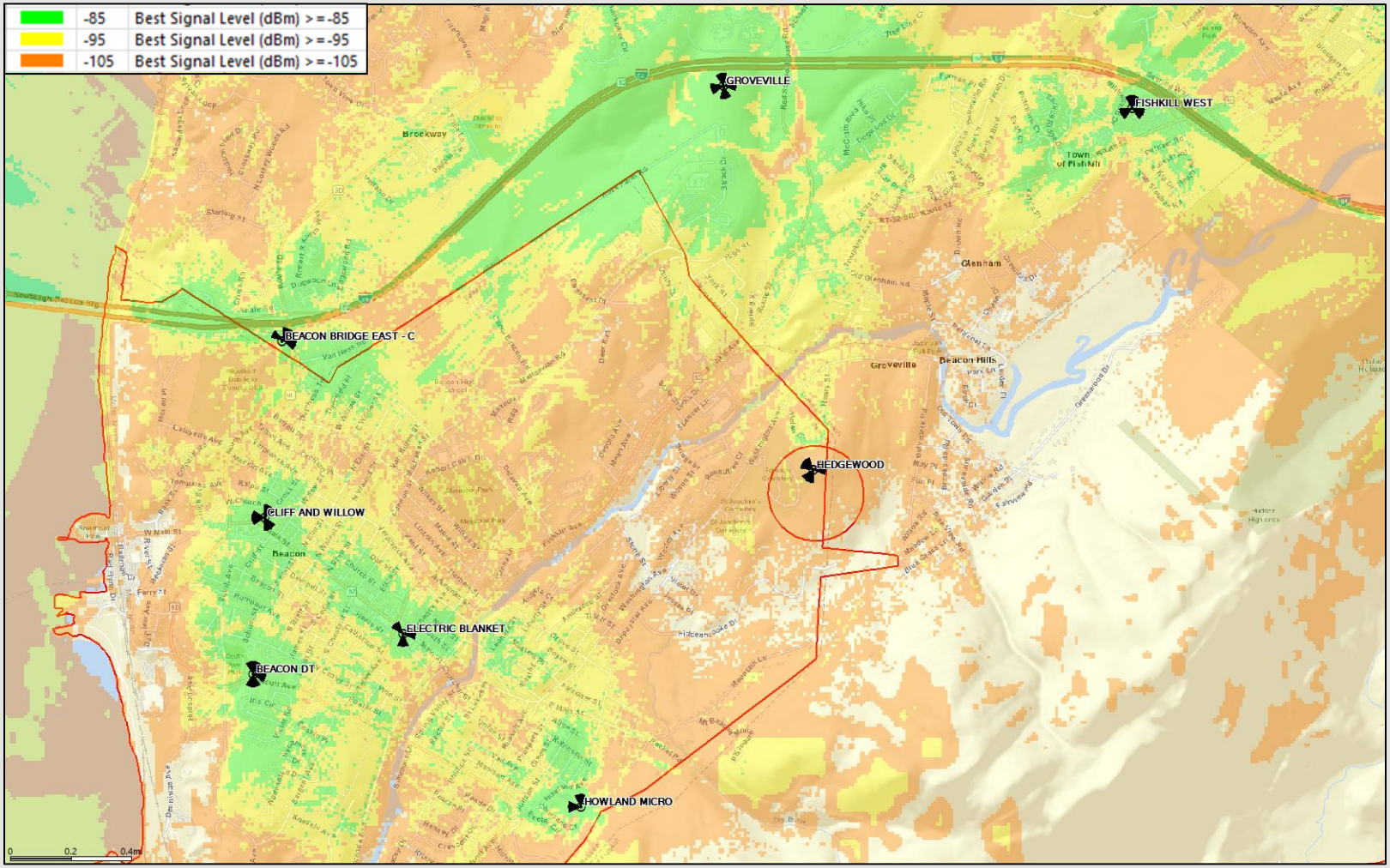
# Existing 2100MHz Coverage

This coverage map shows the RF conditions in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above represents mid band coverage from existing sites. This 2100MHz signal is very weak throughout the project area. Additional mid band network densification is required to resolve these conditions.

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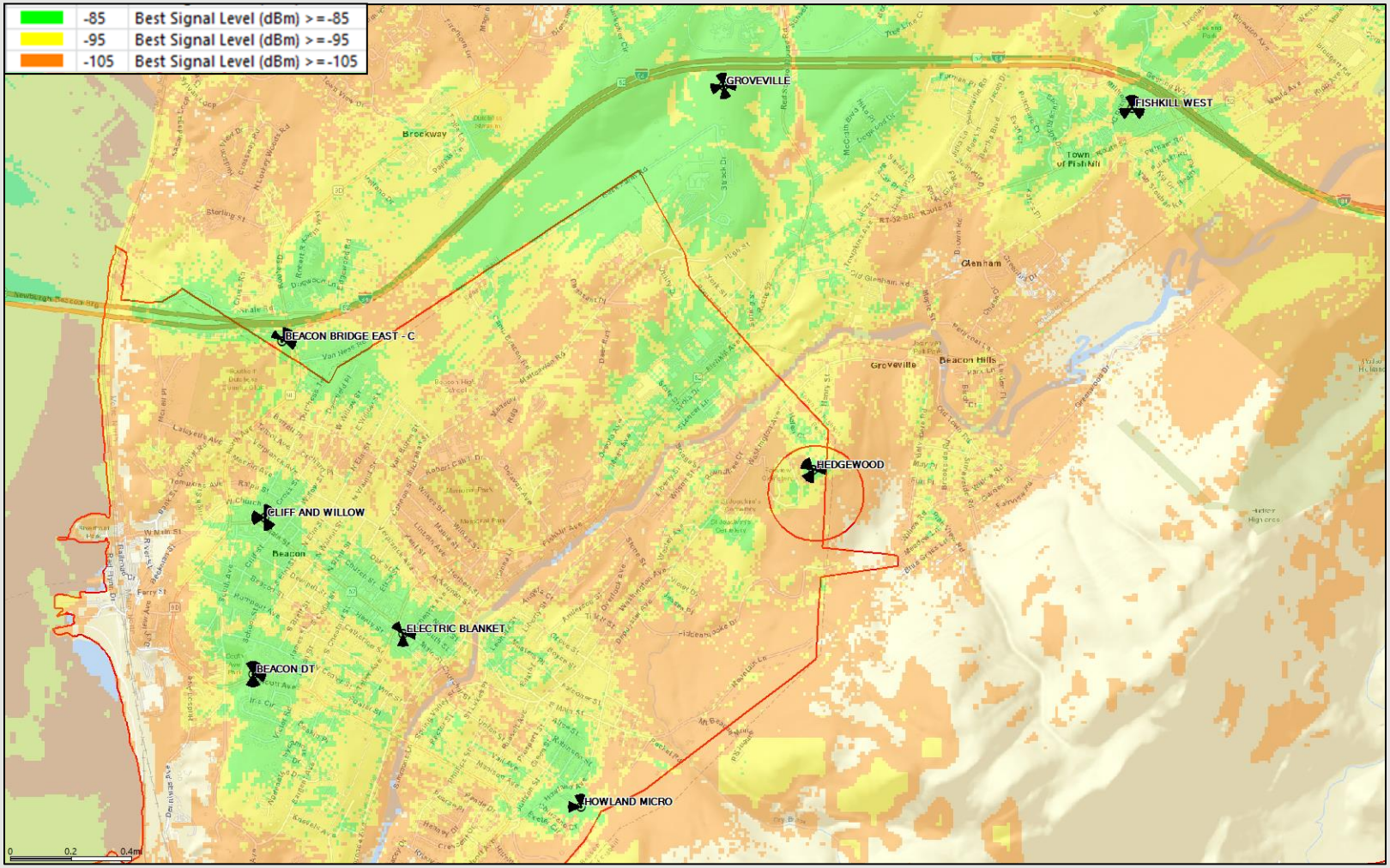
# Proposed 2100MHz Coverage

This coverage map shows how improved the RF conditions will be in and around the Hedgewood site area.
*Refer to slide 7 for further explanation of these color thresholds*




The map above adds the mid band footprint of the proposed **Hedgewood** site. The improved signal strength corresponds to improved coverage and capacity throughout the identified significant gap area.

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# Midband coverage plots at alternate heights (Minimum Height Justification)

Mid band coverage is critical in the effort to balance capacity (utilization) and allow for “contained” low band sites. If adequate and reliable signal strength from mid band is not present the mobile will attach to low band only. The current low band frequencies, however, due to limits in bandwidth represent only approximately seven percent (7%) of the available bandwidth licenses by Verizon Wireless, the remaining ninety three percent (93%) of bandwidth is available from the mid-band frequencies. Too many users in this RF condition will overburden low band and cause a site to become capacity exhausted requiring additional network densification. Network densification is achieved by adding mid-band frequencies at a new dominant server/site. Areas of higher utilization are of particular importance in evaluating mid band height needs. Mid band spectrum on macro sites has proven to be a very capable resource and also includes C-Band. These frequencies roughly in the 1.9-3.8GHz range are needed throughout the Hedgewood project area to relieve existing network capacity issues.

Current wireless networks continue to rely on “line of sight” technology to provide service to existing customers, the critical component necessary to service customers is establishing the proper height of the antennas to ensure that the antennas can see the service areas. As relative antenna height is increased or decreased, area (RF) clutter is either overcome allowing a site to propagate as needed or becomes obstructed causing gaps in service. The following slides display existing on-air mid band coverage + Hedgewood Site at identified Antenna centerline (ACL).

# Criterion for the 'focus' areas

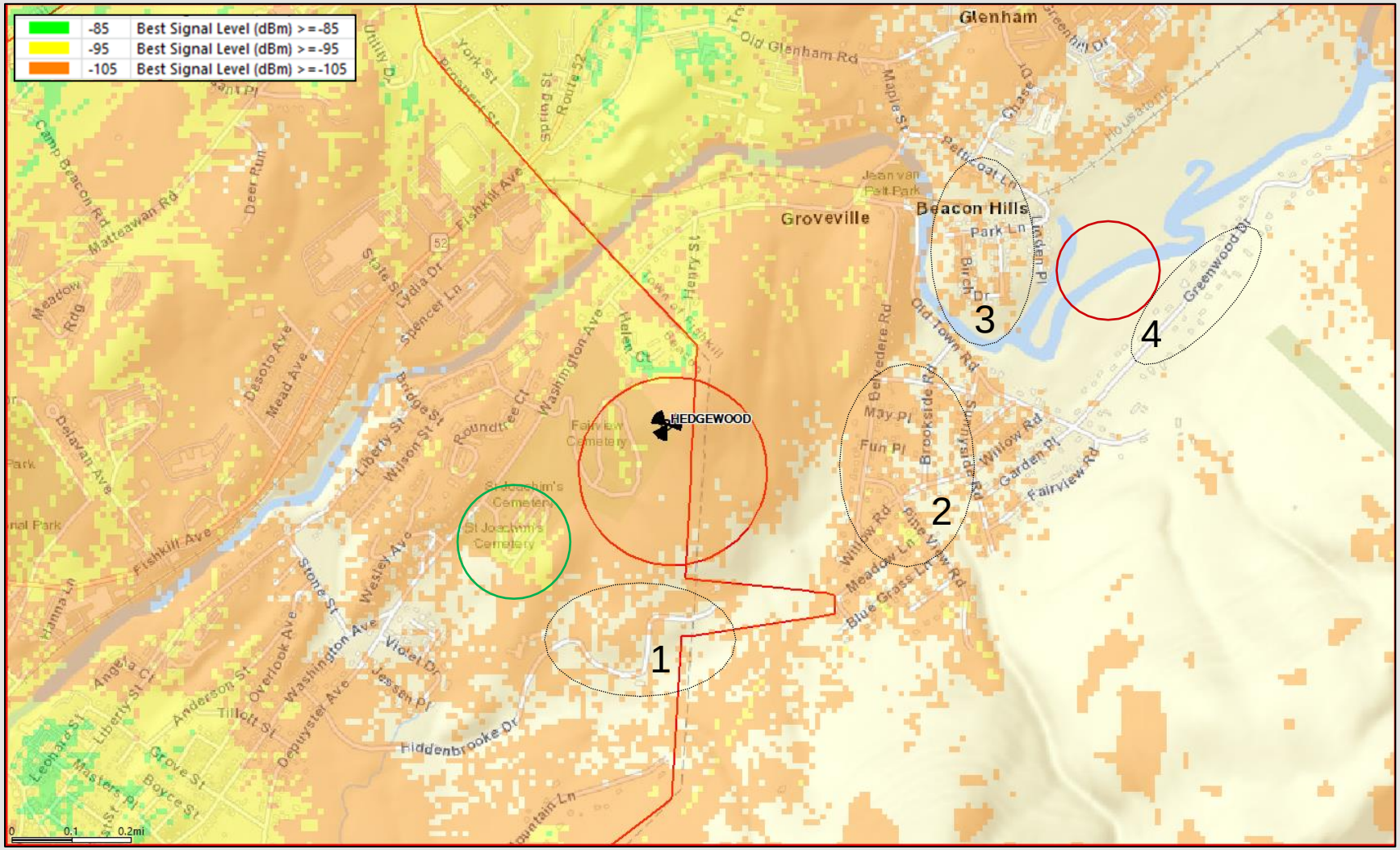
There are always different types of areas around a site.

1. Areas with no potential traffic/customer are not considered in minimum height analysis even if Mid-band Coverage fades or is completely lost with the tower height reduction. For example, area in red circle on accompanying propagation maps.

2. Potential traffic (residential/commercial areas and roads) areas, which are close to the site are also not considered as reduction in tower height does not affect these areas significantly. For example, area in green circle on the following propagations.

3. Potential traffic areas, which are not very close to the project location or are located in a challenging terrain and there will be dramatic changes in mid-band coverage when the tower height is altered, are only considered in minimum height evaluation. All such areas are shown with the help of black circles on the following propagations.

# Attributes for the 'focus' areas




Each black circled area is assigned a number for comparing the following slides. For each area, the next slides will show satellite imagery and provide a description of why each area is considered in the height justification.

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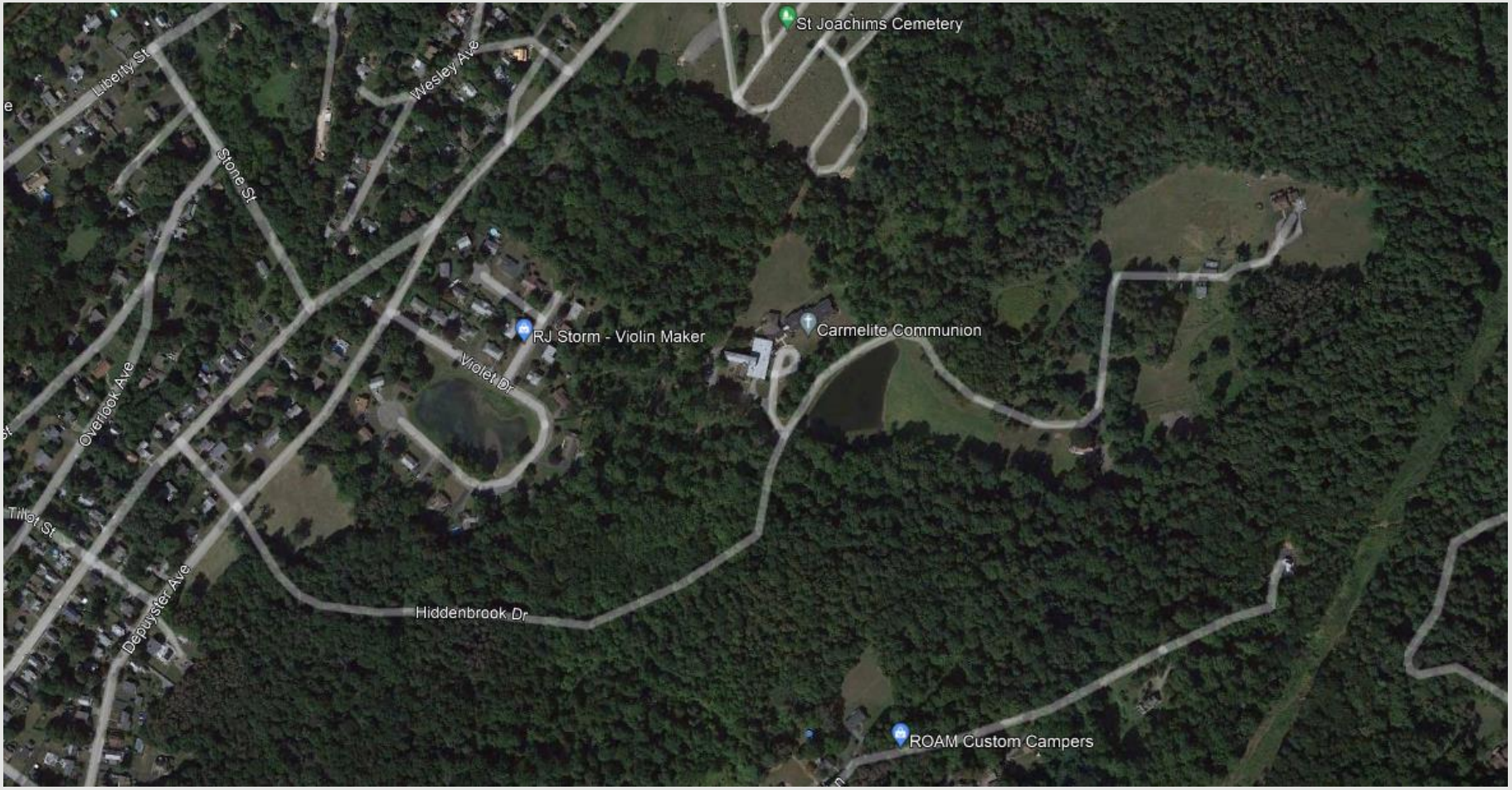
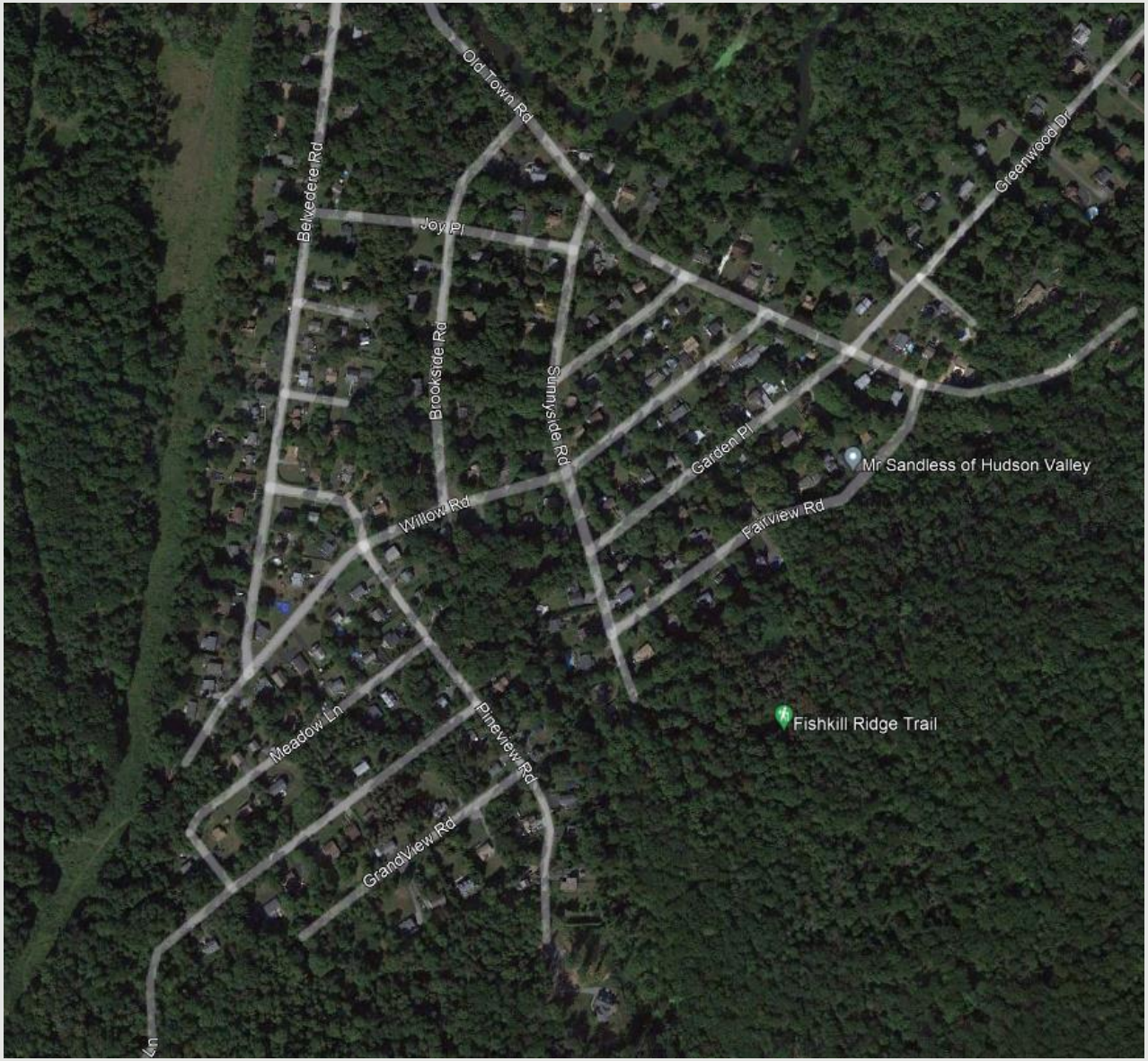
# Focus Area 1 – Hiddenbrook Dr Area



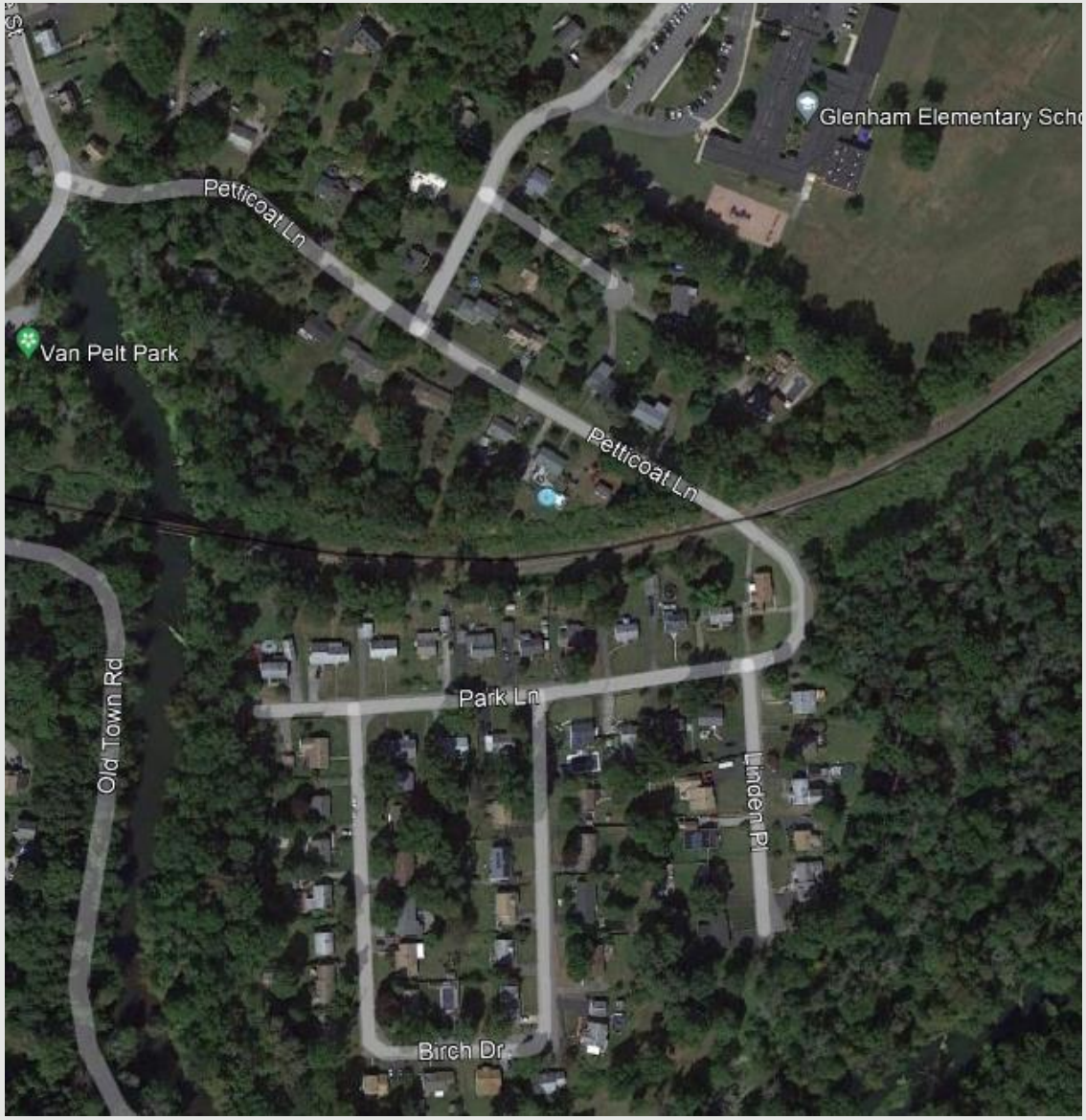

This area consists of some suburban residential housing as well as the Carmelite Communion monastery & chapel.

# Focus Area 2 – Old Town Rd Area




This area consists of fairly dense residential suburbs, as well as some small businesses.

# Focus Area 3 – Beacon Hills Area



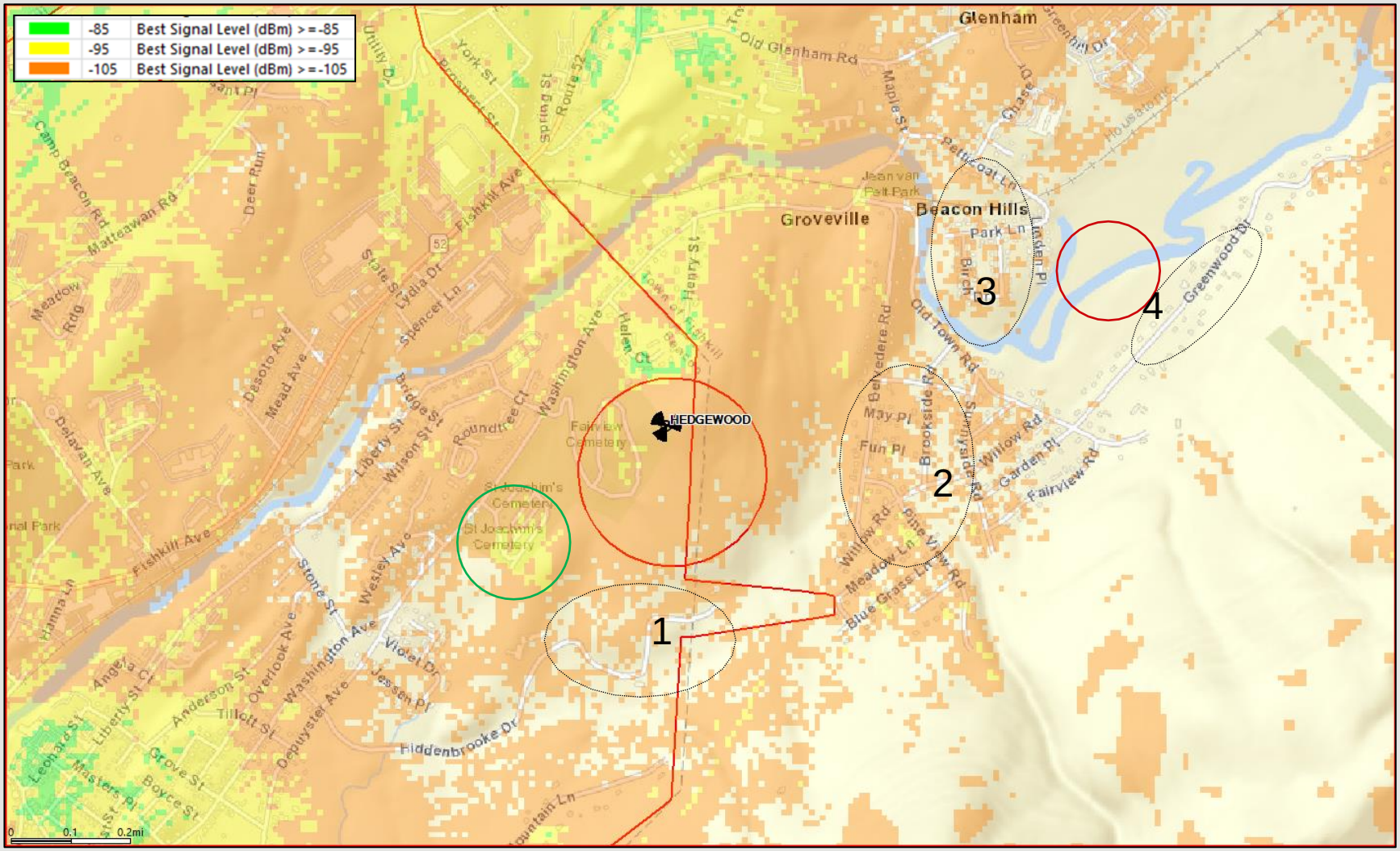

This area consists of fairly dense residential housing. There is also an elementary school on the fringes of the focus area.

# Focus Area 4 – Greenwood Dr Area

This area consists of fairly dense residential housing, as well as a couple small businesses.

# Height Justification (Mid-Band Coverage 2100MHz)

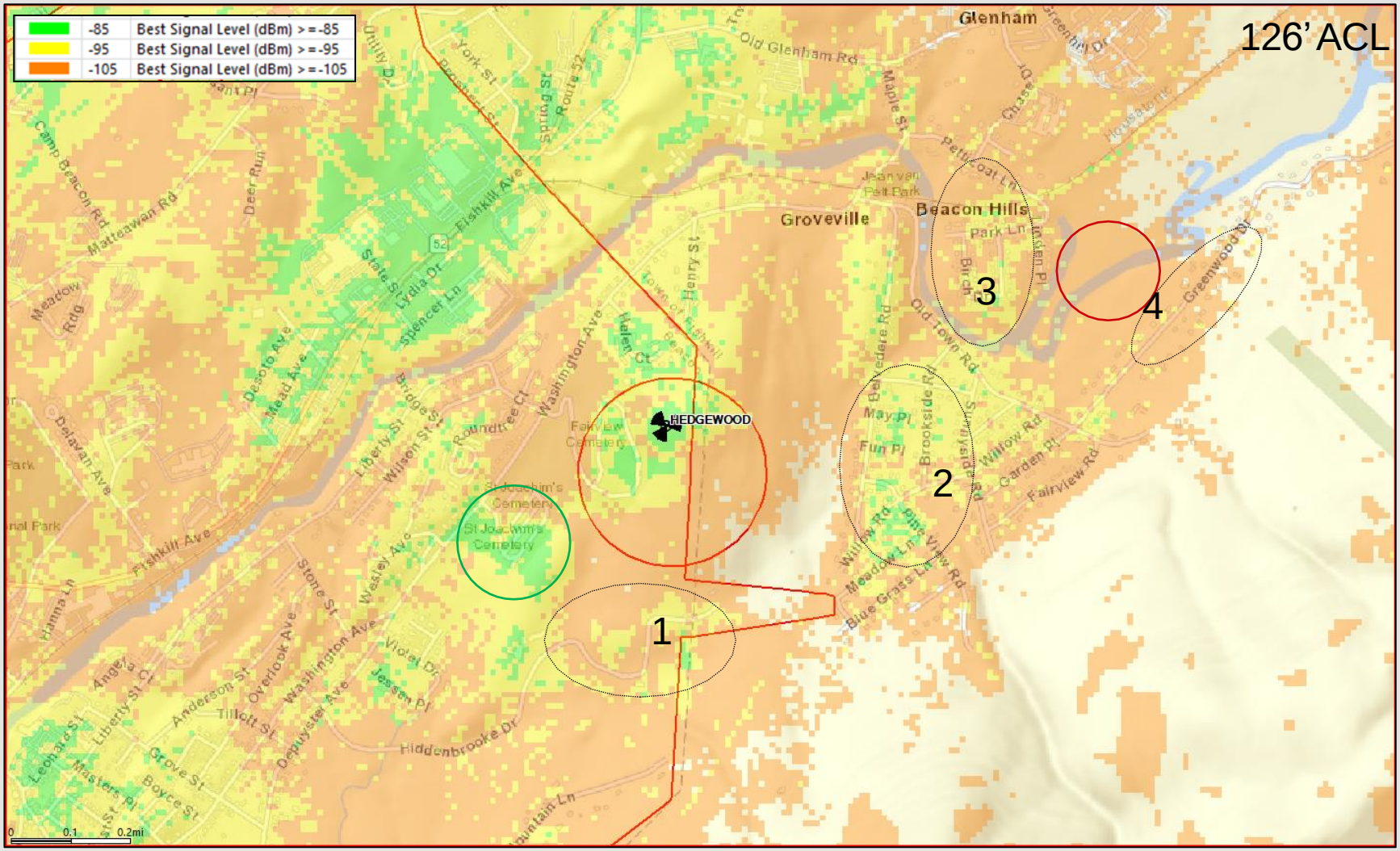
Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites. Areas encircled are focus areas for purposes of establishing minimum height justification.

# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity

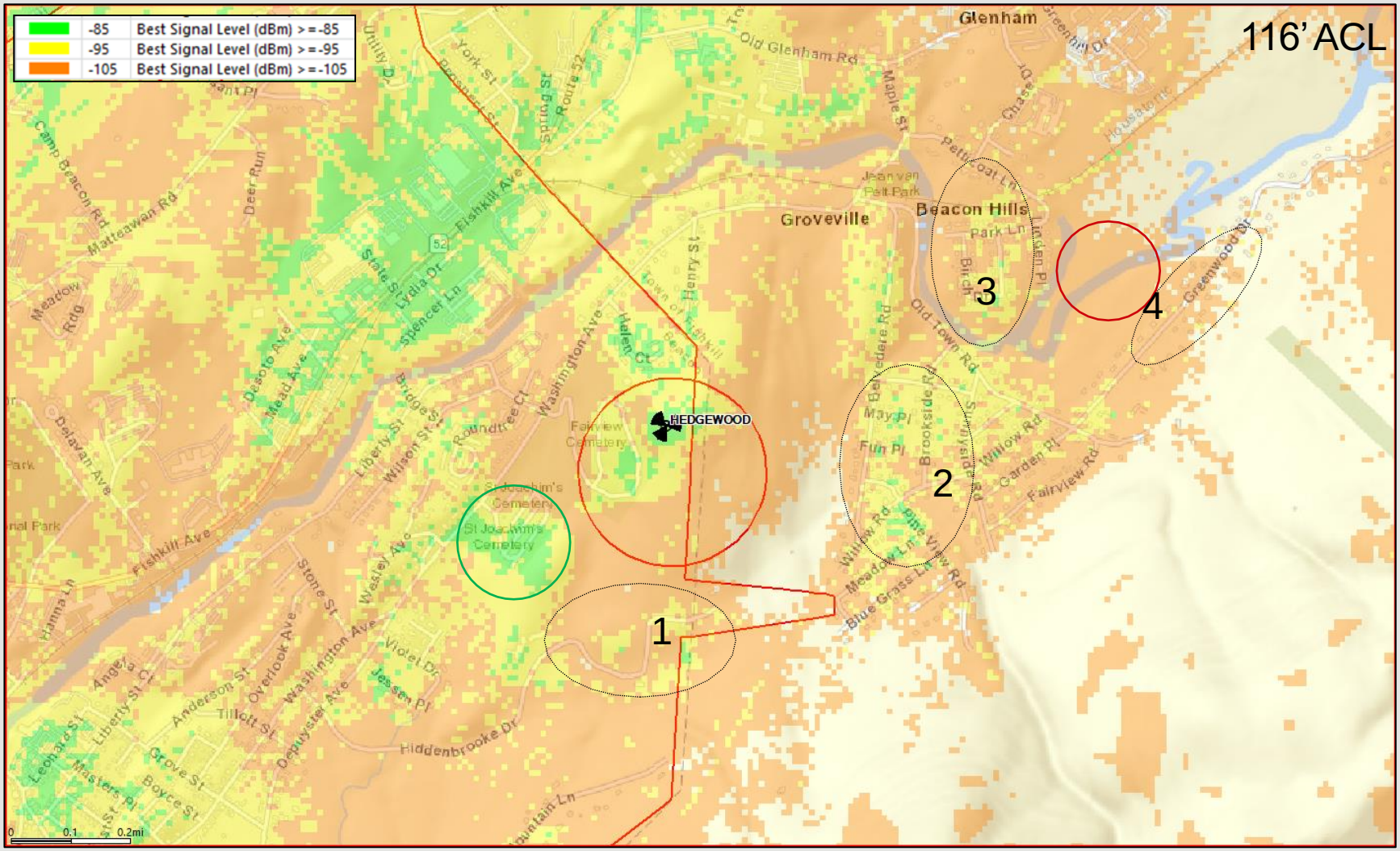



The map above represents mid band coverage from existing sites + Hedgewood site at 126' Antenna Centerline (ACL) which is 10ft higher than the proposed ACL(116'). The purpose of adding mid band coverage plot at higher ACL is to show that a higher ACL will certainly result in improve mid band coverage but the improvement is not significant enough to raise the antenna by another 10ft.

verizon

# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity

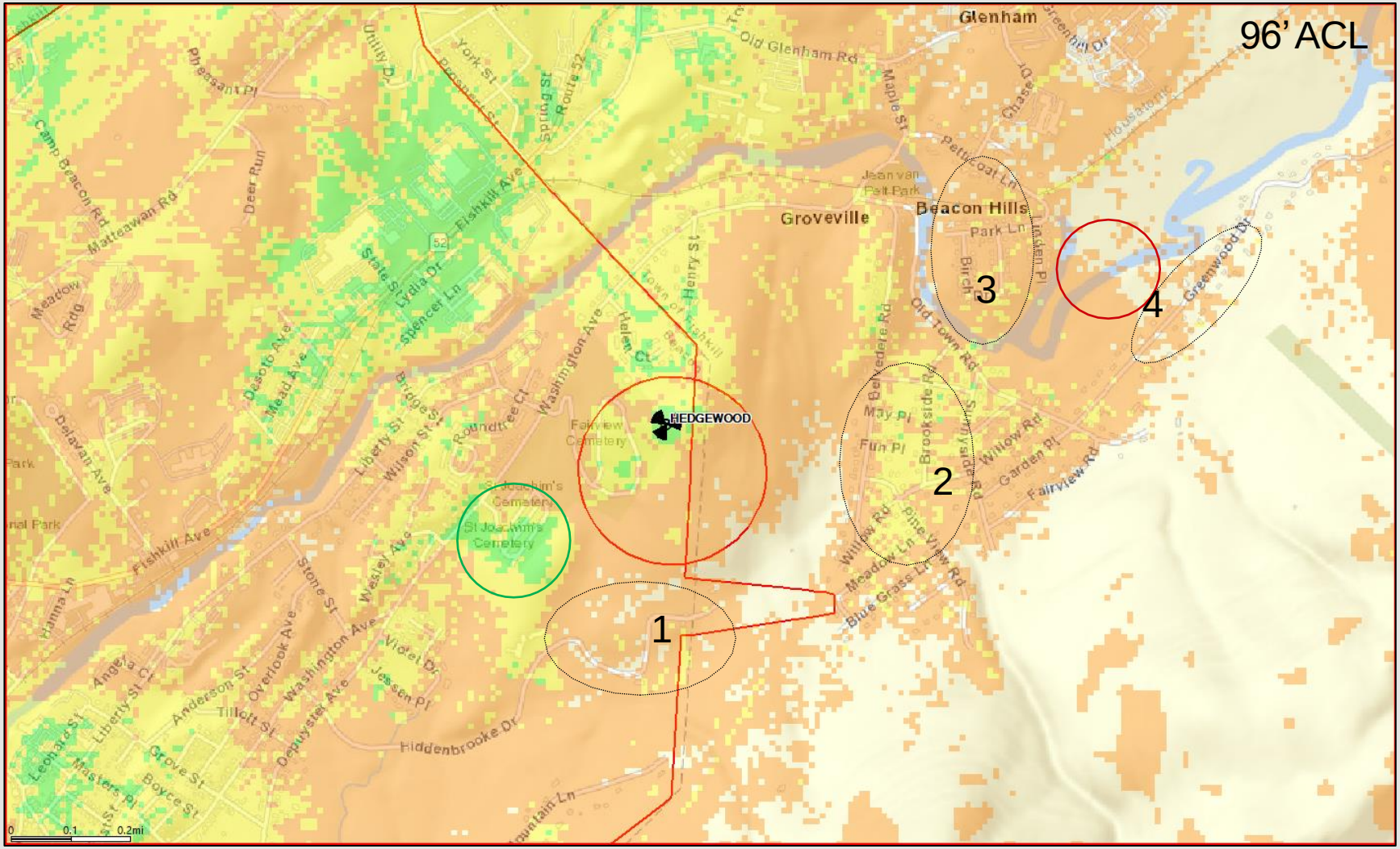



The map above represents mid band coverage from existing sites + Hedgewood site at 116'ACL. Midband footprint reduced at the proposed height but It can be seen that our focus areas will still have some mid band coverage.

verizon

# Height Justification (Mid-Band Coverage 2100MHz)

Zoomed in + increased signal strength granularity

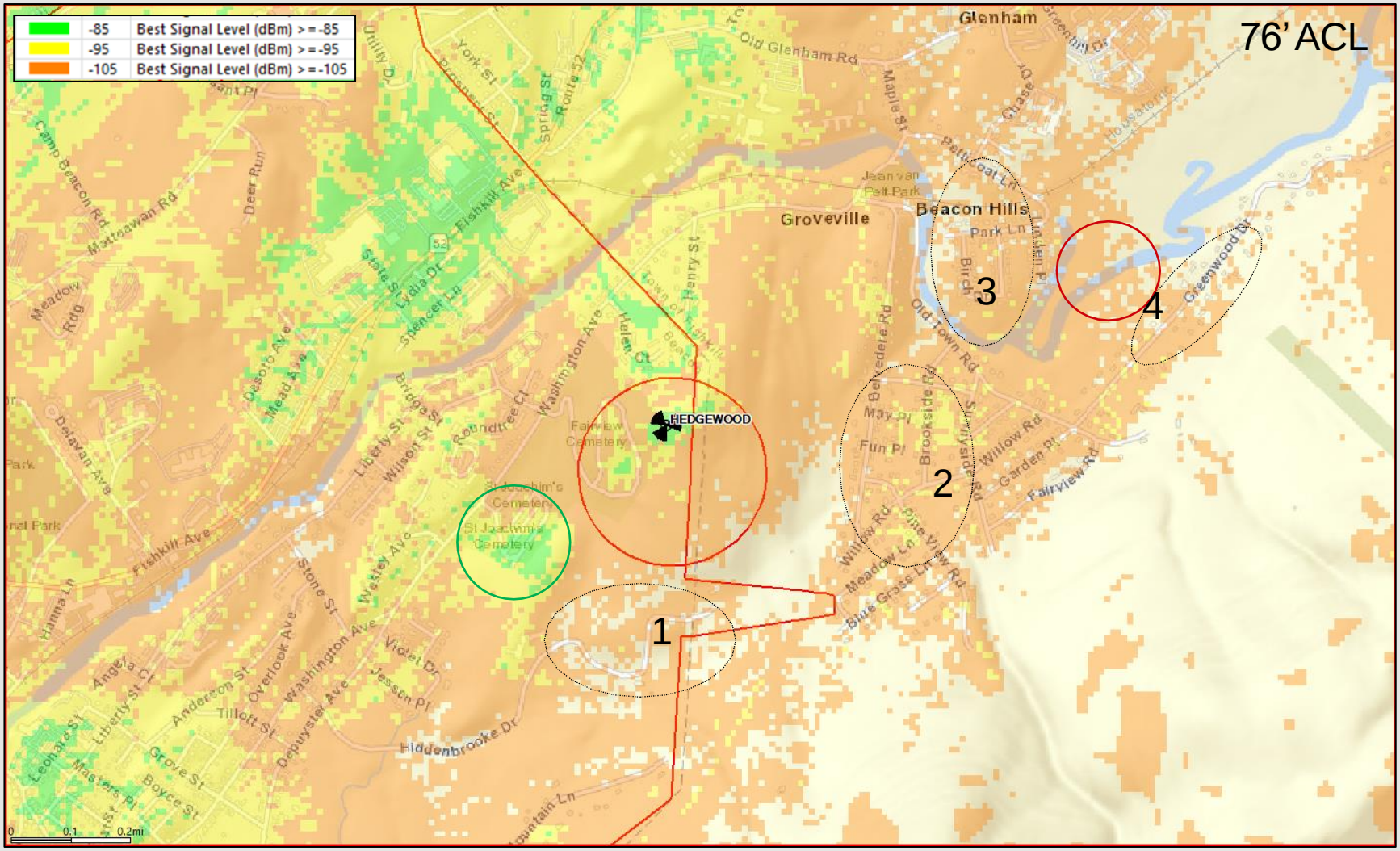



The map above represents mid band coverage from existing sites + Hedgewood site at 96'ACL. Midband footprint significantly reduced at 96'ACL and our focus areas will have either tier 4 outdoor coverage (-95dBm to -105dBm, which means no indoor midband coverage) or no midband coverage at all.

verizon

# Height Justification (Mid-Band Coverage 2100MHz)

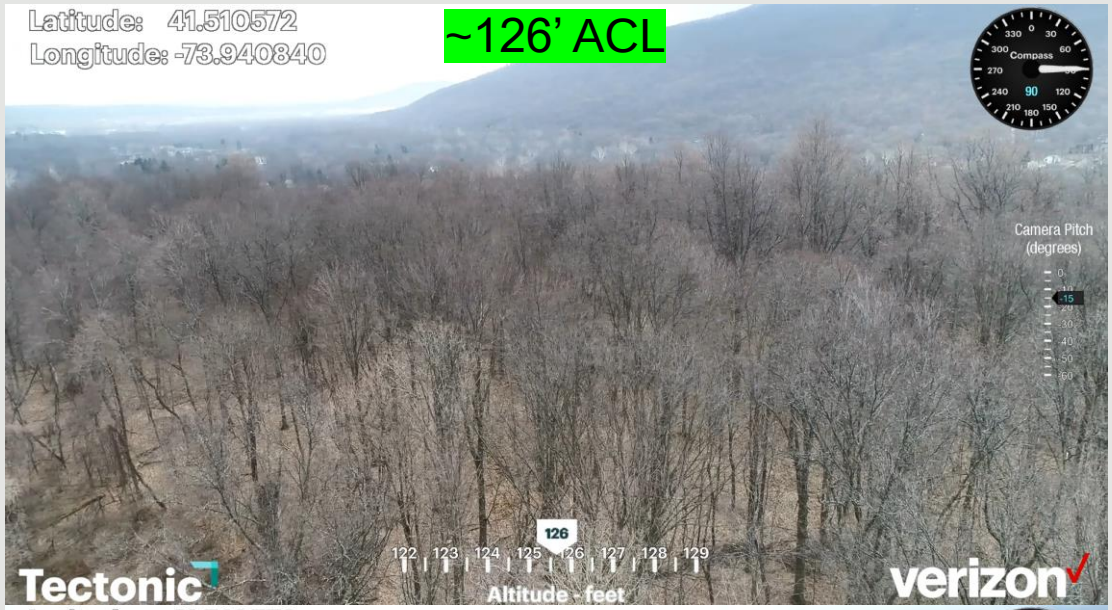
Zoomed in + increased signal strength granularity




The map above represents mid band coverage from existing sites + Hedgewood site at 76'ACL. Midband footprint significantly reduced at 76'ACL and our focus areas will have either tier 4 outdoor coverage (-95dBm to -105dBm, which means no indoor midband coverage) or no midband coverage at all.

verizon

# Drone Views to Old Town Rd Area (Focus Area 2)



The adjacent images display views from the proposed Hedgewood site location to the East towards Old Town Rd (previously identified as focus area 2). These drone images display both the proposed view from an ACL of ~116' as well as from a higher ACL of ~126'.

It is clear that there is better line of sight (LOS) to the Old Town Rd area at 126' when compared to 116'. At 116' ACL there are area trees and terrain obstructions impacting the "RF far field" degrading coverage capabilities especially at the higher line of sight (LOS) frequencies (mid-band). This significantly impacts coverage capabilities and overall site footprint however the proposed 116' ACL is able to provide usable signal in portions of the areas of concern.

verizon

# Drone Views to Old Town Rd Area (Focus Area 2)

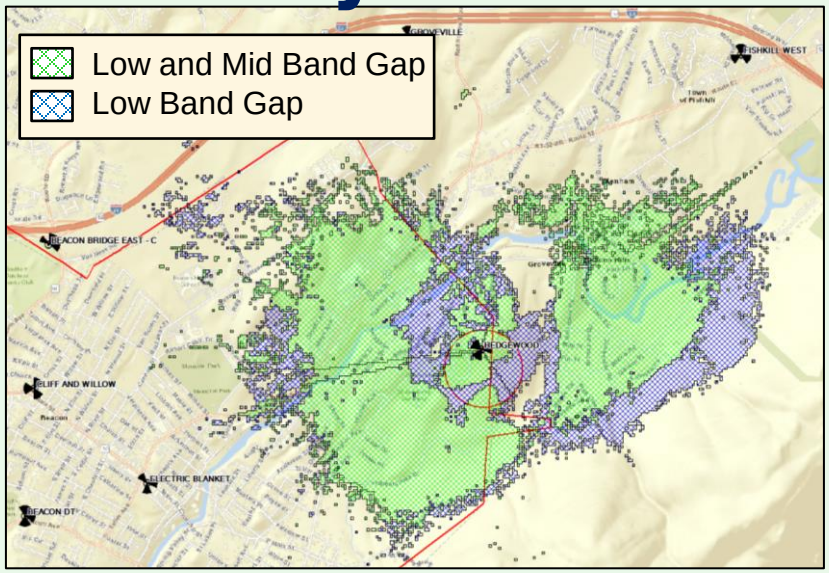
The adjacent image shows a view from the proposed Hedgewood site location to the East towards Old Town Rd (previously identified as focus area 2). This drone image displays the proposed view from an ACL of ~96'.

The lower ACL results with "variable to no coverage" gap areas from mid band and it can clearly be seen that at 96' ACL the antennas would not clear the tree line.

# Height Justification Narrative/Summary

**As mentioned before, Hedgewood project area is already experiencing high network utilization, primarily on low band due to lack of adequate and reliable mid band coverage in the area. Due to the high number of users in the project area, it is important to provide adequate mid band signal strength to this objective area. Verizon RF evaluated the minimum height requirement and it is our expert opinion that any height lower than 120' (116' ACL) will fail the capacity objective of the project. As shown previously, 116' ACL is not as ideal for the project as 126' would be, however it does provide acceptable coverage for the majority of the project area.**

# RF Justification Summary




The proposed site at 116' ACL resolves the substantial and significant gaps in coverage and capacity impacting the **Hedgewood** project area. The gaps are shown in the above graphic: The shaded areas as detailed in the legend represent gaps in coverage and capacity that Hedgewood (site) will resolve.

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

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

*Brendan Hennessy*

Brendan Hennessy
Engineer III – RF Design
Verizon Wireless

verizon

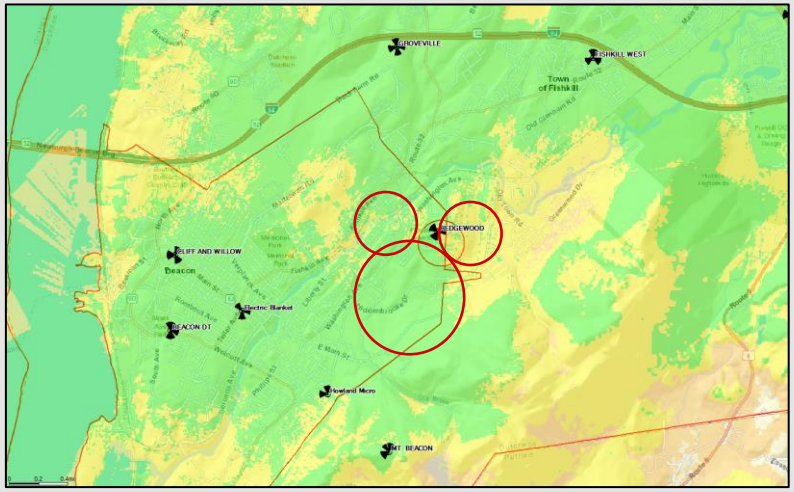
# Mt. Beacon Decommissioning - Supplement

When this project was first proposed, the Mt. Beacon macro site was on-air. Since then, in an attempt to reduce interference in the area, the Mt. Beacon site has been shut down. One of the objectives of the proposed Hedgewood site is to help replace the coverage and capacity that Mt. Beacon was providing. The following slides show the differences in coverage between the following 3 scenarios:

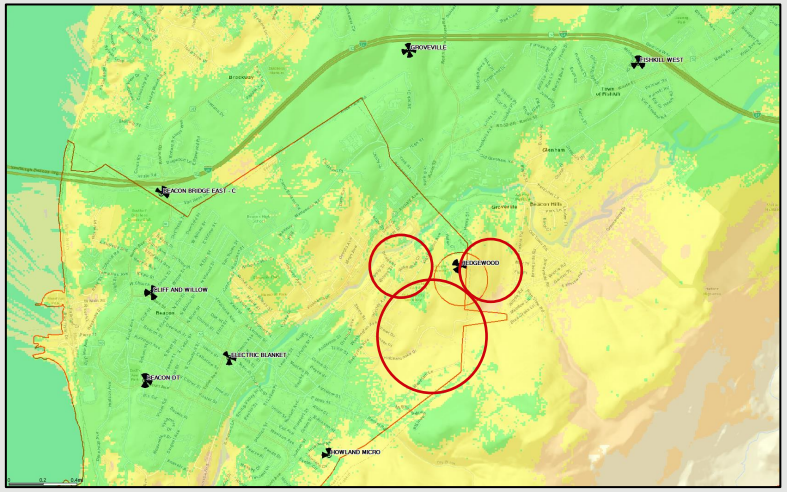
1. Existing coverage + coverage that was provided by Mt. Beacon
2. Existing coverage (without Mt. Beacon)
3. Proposed coverage (without Mt. Beacon + with Hedgewood)

Red circles have been added to the plots to highlight the areas where service was lost or degraded when Mt. Beacon was shut down, but will subsequently be restored or improved with the proposed Hedgewood project.

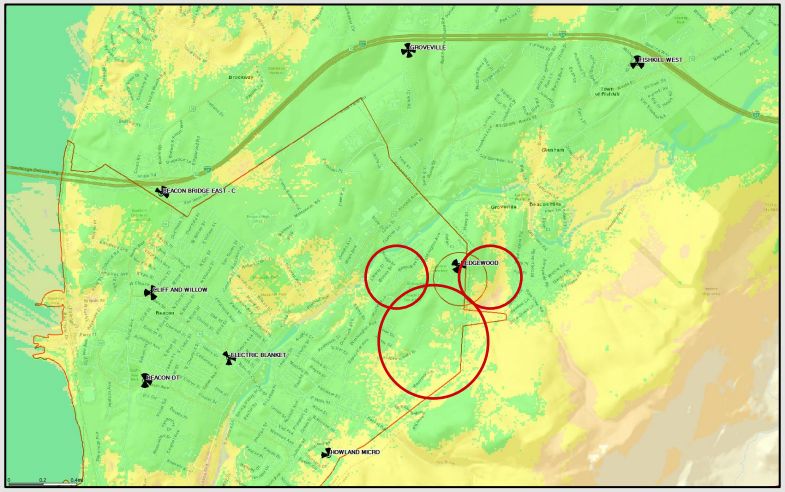
# Mt. Beacon Decommissioning – 700 MHz




Existing 700 coverage + coverage that was provided by Mt. Beacon




Existing 700 coverage (without Mt. Beacon)

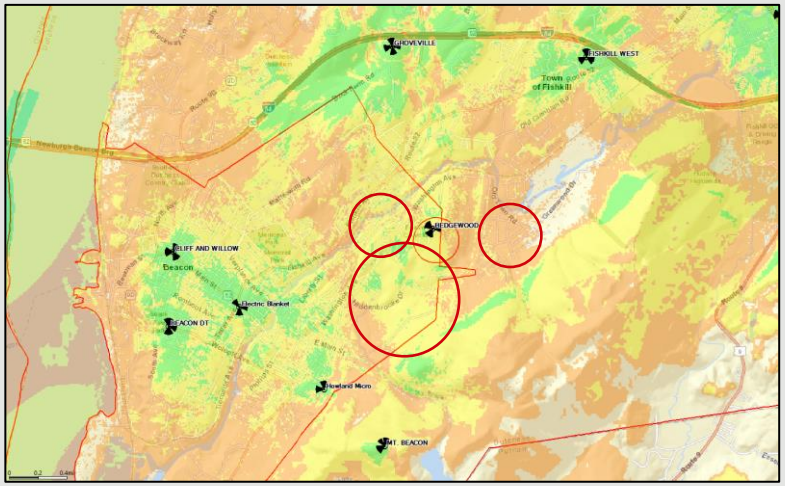



Proposed 700 coverage (without Mt. Beacon + with Hedgewood)

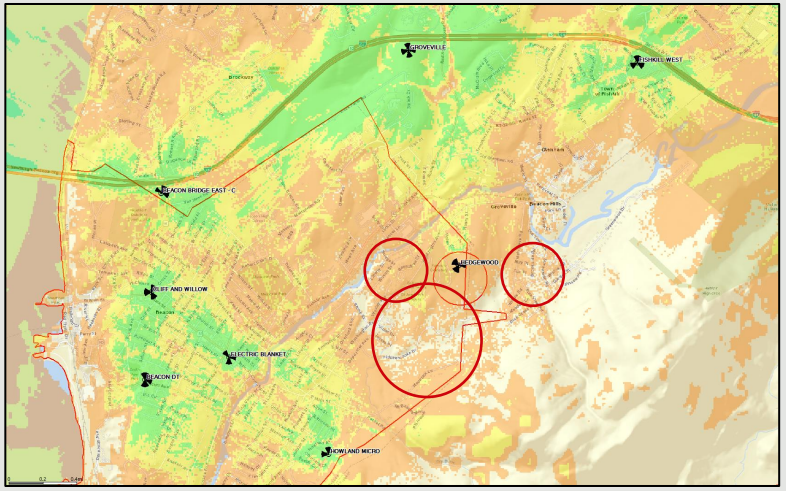
| | | |
|---|---|---|
| | -85 | Best Signal Level (dBm) >=-85 |
| | -95 | Best Signal Level (dBm) >=-95 |
| | -105 | Best Signal Level (dBm) >=-105 |

verizon

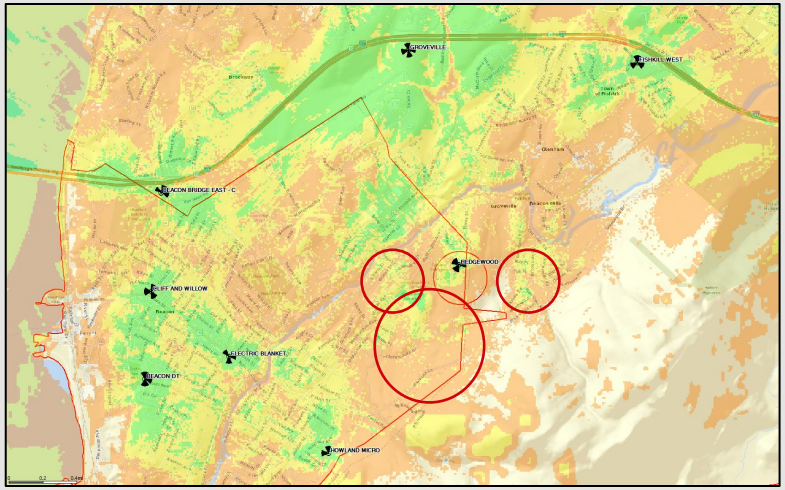
# Mt. Beacon Decommissioning – 2100 MHz




Existing 2100 coverage + coverage that was provided by Mt. Beacon




Existing 2100 coverage (without Mt. Beacon)




Proposed 2100 coverage (without Mt. Beacon + with Hedgewood)

| | | |
|---|---|---|
| | -85 | Best Signal Level (dBm) >=-85 |
| | -95 | Best Signal Level (dBm) >=-95 |
| | -105 | Best Signal Level (dBm) >=-105 |

verizon

# Mt. Beacon Decommissioning - Summary

The previous two slides clearly demonstrate that the decommissioning of the Mt. Beacon site left significant coverage gaps and degraded service within the Hedgewood project area on both low band and mid band frequencies. These slides also clearly show that the proposed Hedgewood site at 116’ ACL will restore adequate service in these areas.

LANC & TULLY
Engineering and Surveying, P.C.

October 6, 2023

Mr. John Gunn
Beacon Planning Board Chair
City of Beacon
1 Municipal Plaza
Beacon, NY 12508

RE: Verizon Wireless Tower
Fairview Cemetery
375 Washington Avenue
City of Beacon

Dear Mr. Gunn:

My office has received the following in regard to the Verizon Wireless cell tower proposed at the Fairview Cemetery:

- Bound document titled "Verizon Wireless of the East LP d/b/a/ Verizon Wireless – Lands n/f of Fairview Cemetery Association", dated April 18, 2023, containing the following documents:
  a. Visual Resource Evaluation, dated July 25, 2023, as prepared by Tectonic.
  b. Correspondence from Young/Sommer LLC, dated August 22, 2023, that includes the following:
     i. Land Lease Agreement between Fairview Cemetery Association and Verizon Wireless.
     ii. Tectonic Engineering letter dated August 18, 2023, in response to the comments of John Clarke Planning and Design.
     iii. Tectonic Engineering letter dated August 18, 2023, in response to the comments of Land & Tully, P.C.
     iv. Revised reduced scale plans consisting of 13 sheets titled "Verizon – Hedgewood", with the latest revision date of August 18, 2023.
  c. Document titled "Verizon Wireless Communications Facility – Engineering Necessity Case – Hedgewood", with the latest revision date of October 2, 2023, as prepared by Verizon.

The applicant is proposing to construct a 120-foot tall (124-foot with lighting rods) monopole cell tower in the north-east corner of the Fairview Cemetery parcel located on Washington Avenue.

Based upon our review of the above document and exhibits, we offer the following comments:

1. Sheet C-3 of the plans notes the proposed color of the tower to be "a galvanized steel finish, grey in color". The Planning Board should consider the proposed color of the pole as to visual impacts and aesthetics and may want to consider having the applicant paint the pole a color that will blend more naturally with the surroundings.

2. The trench detail on Sheet C-1A, should be revised to include the minimum thickness of the top and binder course pavement sections that are to be installed for the restoration of the trenches, as well as including a note that it shall match the thickness of the existing if it is found to be greater than the proposed restoration thickness. We would also recommend that the detail include a note that the edges of the pavement shall be tack coated prior to the installation of the pavement for restoration and that the final pavement seams be sealed.

This completes our review at this time. Further comments may be forth coming based upon future submissions. **A written response letter addressing each of the above comments shall be provided with the next submission.** If you have any questions, or require any additional information, please do not hesitate to contact our office.

Very truly,

LANC & TULLY, P.C.

John Russo, P.E.

cc: John Clarke, Planner
Jennifer Gray, Esq.
Bruce Flower, Building Inspector

**John Clarke Planning and Design** jclarkeplandesign@gmail.com
845.797.4152

To: John Gunn, Chair, and the City of Beacon Planning Board
Date: November 10, 2023
Re: **375 Washington Avenue, Verizon Telecommunications Tower Site Plan and Special Permit**

The applicant has not provided any new information since the October Planning Board meeting, so this review is based on the August 22, 2023 cover letter from Young/Sommer, August 18, 2023 response letters to previous consultant comments from Tectonic, July 25, 2023 Visual Resource Evaluation by Tectonic, August 10, 2023 and October 2, 2023 Engineering Necessity Case reports by Verizon, October 5, 2023 comment letter by William P. Johnson, and a 13-sheet Site Plan set by Verizon and Tectonic, dated August 18, 2023.

**Proposal**
The applicant is proposing to install a 120-foot monopole with a 4-foot lightning rod, 9 antennas, and a 50-foot square fenced compound for ground-mounted equipment. The location is on the 50-acre Fairview Cemetery parcel in the R1-120 zoning district and the Historic District and Landmark Overlay (HDLO) zone.

**Comments and Recommendations**
No written responses have been provided to my previous October 6, 2023 memo, although two of the issues were covered at the last Planning Board meeting. The remaining comments should be answered for the upcoming public hearing.

1. One view area about ½-mile away that may be concerning is along Fishkill Avenue near State Street, where wide views of the eastern ridgeline are not blocked by foreground vegetation. This location has been considered by the City Council for designation as a protected scenic viewshed. These views are approximately represented by S-27 from the nearby Chemprene driveway, but that view is about 20 feet higher in elevation than Fishkill Avenue. Will the proposed tower be visible above the secondary ridgeline from Fishkill Avenue at State Street?

2. The Planning Board has engaged an independent wireless consultant to review the technical aspects of the proposal. His comments should be addressed, including whether any additional towers or sites are planned within the Beacon area.

If you have any questions or need additional information, please feel free to email me.

John Clarke, Beacon Planning Consultant

c: Bruce Flower, Building Inspector
Jennifer L. Gray, Esq., City Attorney
John Russo, P.E., City Engineer
Scott P. Olson, Esq., Project Representative

November 14, 2023

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

To Whom it May Concern,

On Thursday November 9, 2023, the 29 homes in Glendale Estates, a row house community on Helen Ct, received a certified letter stating that Verizon plans to build a cell tower and wireless service facility in the neighboring Fairview Cemetery (375 Washington Ave.).

The area of the proposed structure is on the Historic Overlay Section of the cemetery, R1-120, which borders our street. We are **strongly opposed** to this structure being erected so close to our homes.

The installment of a cell tower poses significant potential health dangers to our residents. There is growing evidence that radio frequency radiation causes negative health effects. This includes: headaches, dizziness, memory problems, sleep problems and depression. Children are most vulnerable. In 2011, the International Agency for Research on Cancer (IARC) classified RFR as possibly carcinogenic to humans.

This tower will also negatively affect our property values - this is due to fear of health risks and the sight of a 120+ foot eye-sore looming over our neighborhood.

Cell phone towers are also a fire risk. With changing climate and wildfires being more frequent, we don't need to add additional risk in a populated and heavily wooded area.

We hope that you take our concerns into consideration.

Sincerely,

The Glendale Estates Homeowners Association

**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

Certificate of Appropriateness - 45 Townsend Street; Facade

**ATTACHMENTS**

45 Townsend PB 10.14.23 ARB submission.pdf

# ARCHITECTURAL REVIEW BOARD APPLICATION

Date: 10/20/23

Project Address: 45 TOWNSEND ST. (lot 11)

Project Architect/Engineer: Anthony Coppola

Owner/Builder: Rieger Homes, Inc.

Contact Phone No.: 914-447-4293 Email: IRieger@riegerhomes.com

Approval Requested: ____ Certificate of Appropriateness (sign or façade change) ✓ New Single-Family House

Color/Materials: Color - Tuxedo

Siding: Combination - Vinyl Clapboard & Board & Batten

Roofing: Dual Black Asphalt Shingles

Windows: Color: Black Type: Vinyl

Trim: Black and Tuxedo

Garage Door: None

Stone/Brick: None

Signature of Owner

**Applications for sign approval must also submit a sign permit application & supporting documents**

FOR OFFICE USE ONLY:

The Architectural Review Board has reviewed the plans submitted for approval for the project listed above and has determined:

Plan Denied _____
(Date)

Plan Approved _____
(Date)

Subject to the following:

_____

_____

FEE: $100.00

Date: October 17, 2023

Subject: Rieger Homes lot #11 Proposed Exterior finishes for review by the planning board

## The Alexander (Modern Farmhouse) (Lot #11)

Exterior Materials Are As Follows:

| Location, General | Location, Specific & Style | Color |
|---|---|---|
| **Front Elevation:** | Front First Floor / Clapboard | Color/ Tuxedo |
| | Front 2nd Floor & top / Board & Batten | Color/ Tuxedo |
| | Gable Pediments, Shutters & Porch Post | Color/ Provincial Stain |
| **Sides & Rear Elevation:** | Clapboard: | Color/ Tuxedo |
| **Details:** | Trim Details Will Include Corners, Horizontal Band Boards, "J" Channel | Color / Tuxedo |
| | Facia, Soffit, Drip Edge, Windows, Porch Ceiling & Gutters | Color/ Black |
| **Main Roof:** | Asphalt shingles | Color/ Dual Black, |
| **Porch Roof:** | Metal Standing Seam | Color/ Black |

**Manufacturer of Materials Proposed Above Are As Follows:**

Vinyl Siding Materials Including

| | | |
|---|---|---|
| Monogram Clapboard & 7" Board & Batten Styles By: | | **CERTAINTEED SIDING PRODUCTS** |
| Main Roof/ Asphalt Shingles/ By: | or equal | **IKO Cambridge** |
| Black Railings – (As Needed Per Code) | or equal | **RDI Railings by Barrette** |
| Front porch Posts, Shutters, & Pediments- | | |
| Stainable Foam Trims / By: | or equal | **Fypon** |
| Stain For Foam Trim / By: | or equal | **DuraSeal by Minwax** |

# Rieger Homes
# Lot #11

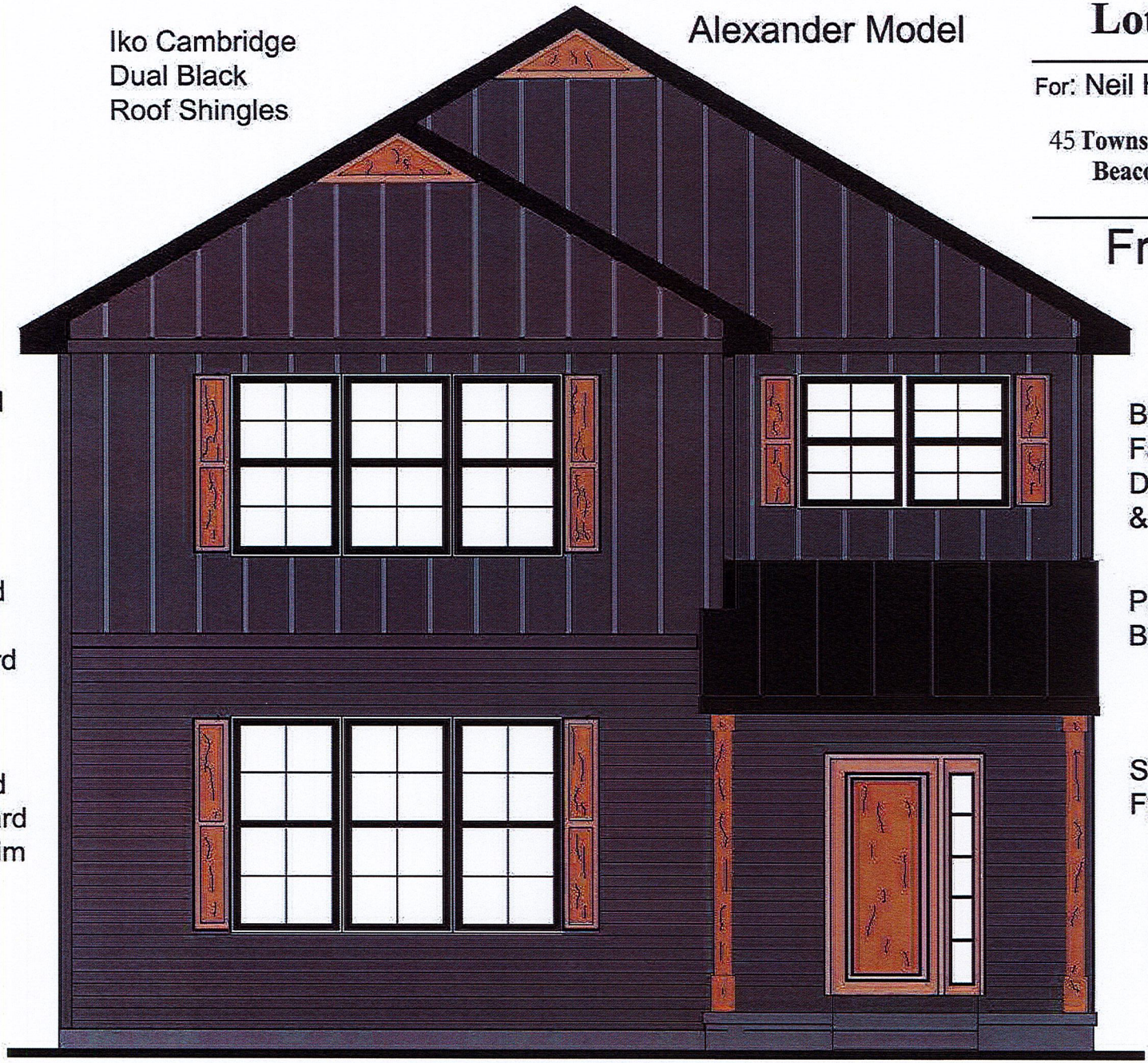
For: Neil Heckman

45 Townsend Street,
Beacon, NY

## Front

Alexander Model

Iko Cambridge
Dual Black
Roof Shingles



Certainteed
7" Board &
Batten
Tuxedo

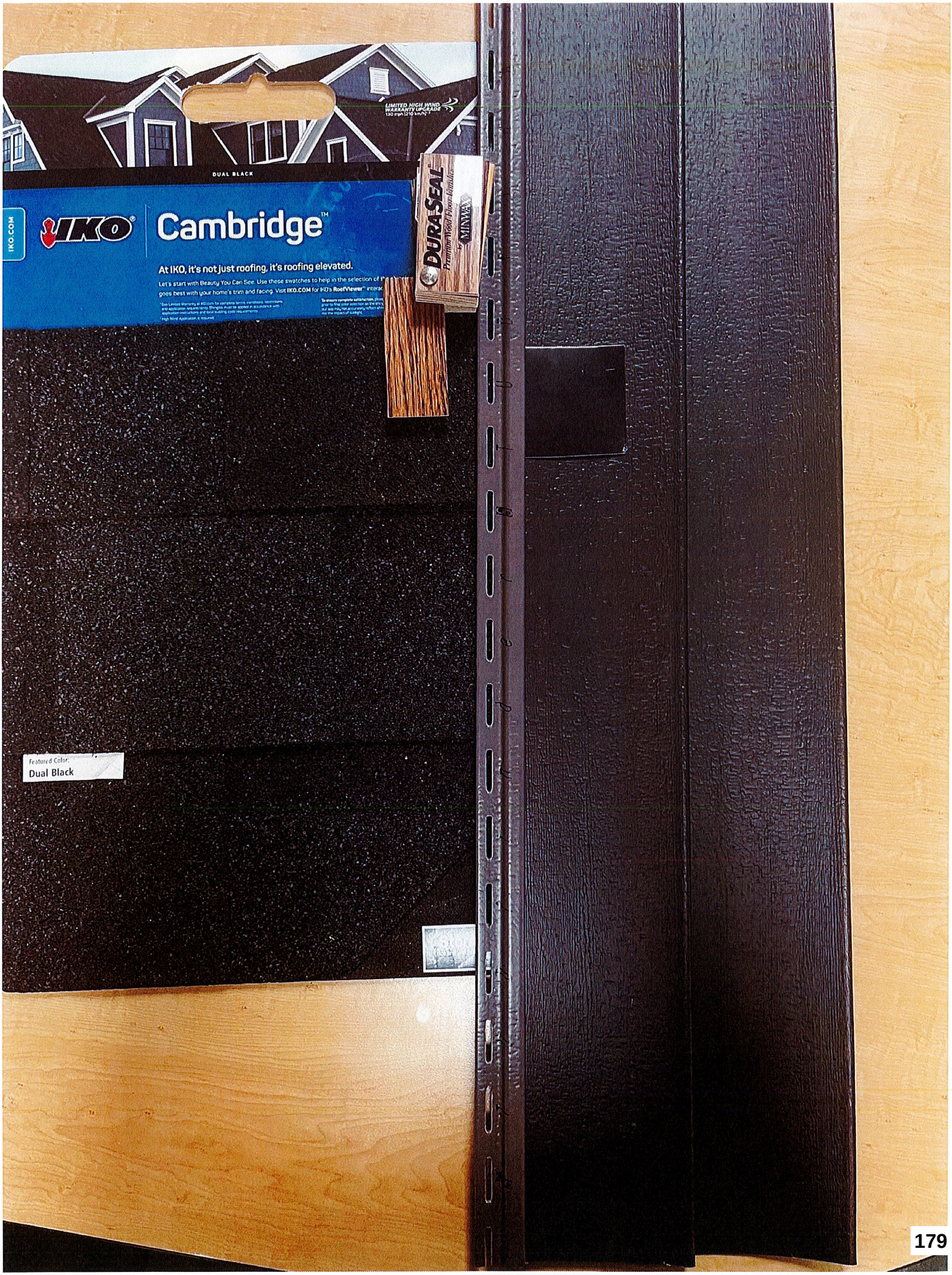
Certainteed
Monogram
4" clapboard
Tuxedo

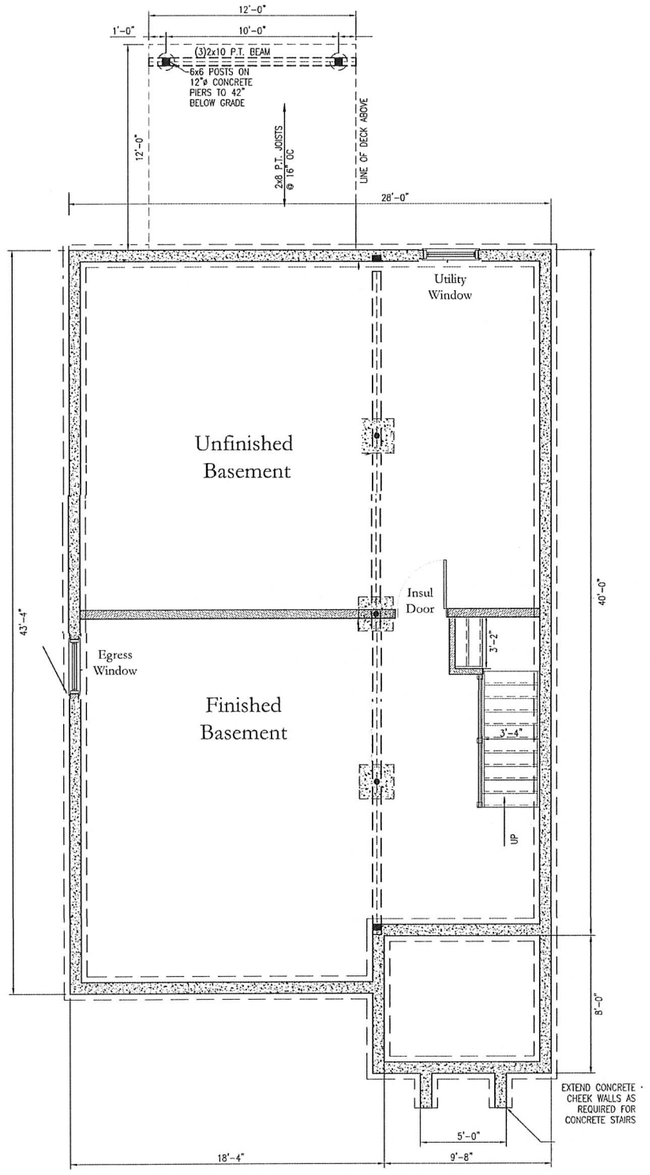
Certainteed
Corner board
& Lineal Trim
Tuxedo

Black
Facia, Soffit,
Drip Edge,
& Gutters

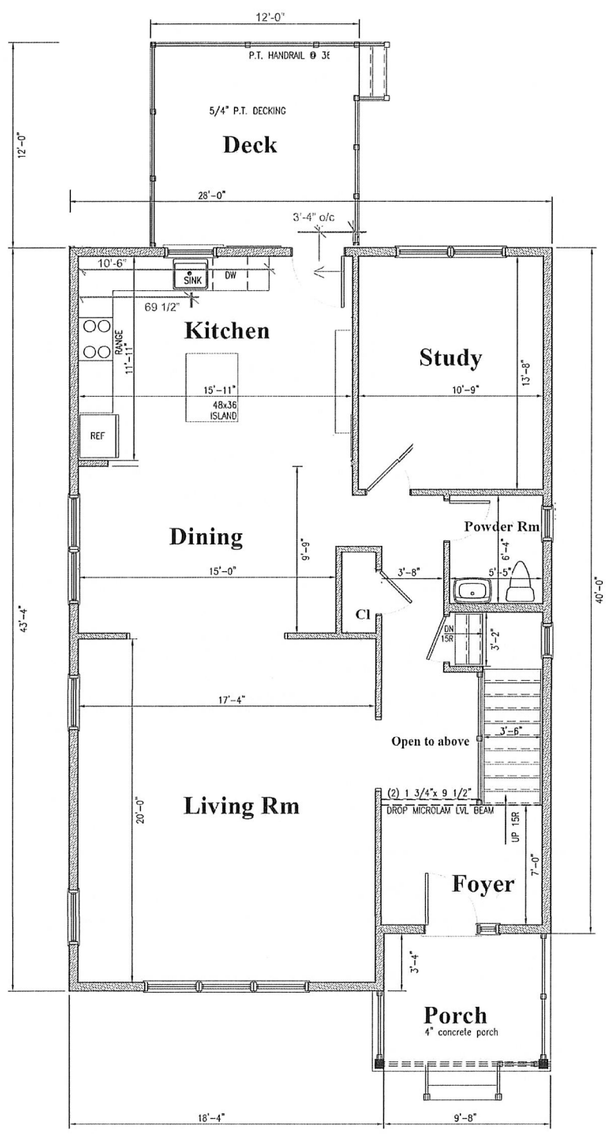
Porch Roof
Black Metal

Stained Woodgrain
Fypon Trim-
Gable Pediments
Shutters
Porch Posts
Duraseal
Provincial 111

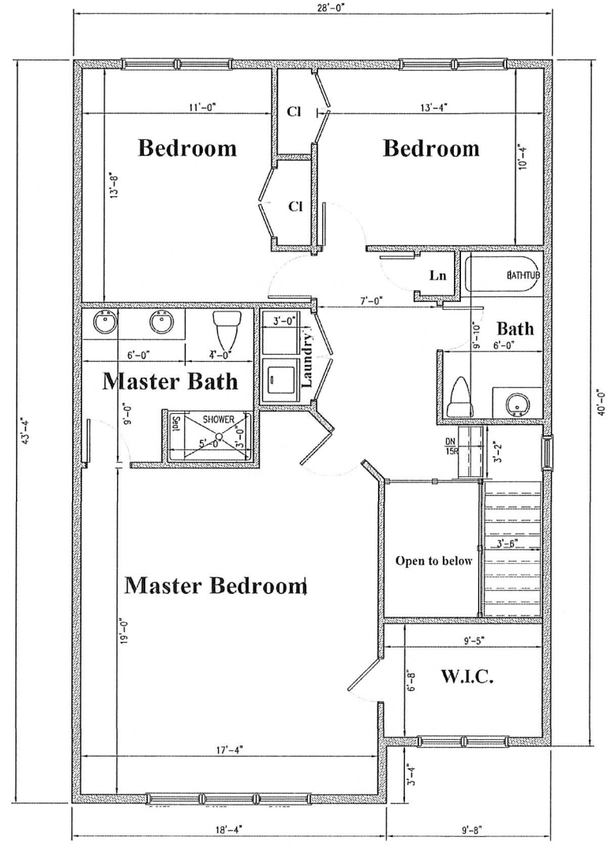

LIMITED HIGH WIND WARRANTY UPGRADE
DUAL BLACK
IKO.COM
IKO
Cambridge™
At IKO, it's not just roofing, it's roofing elevated.
DURASEAL
MINWAX
Featured Color:
Dual Black




## 1 A2 Foundation Plan




## 2 A2 1st Floor Plan




## 3 A2 2nd Floor Plan

**Rieger Homes**
**Lot #11**

45 Townsend Street,
Beacon, NY

**FLOOR PLANS**

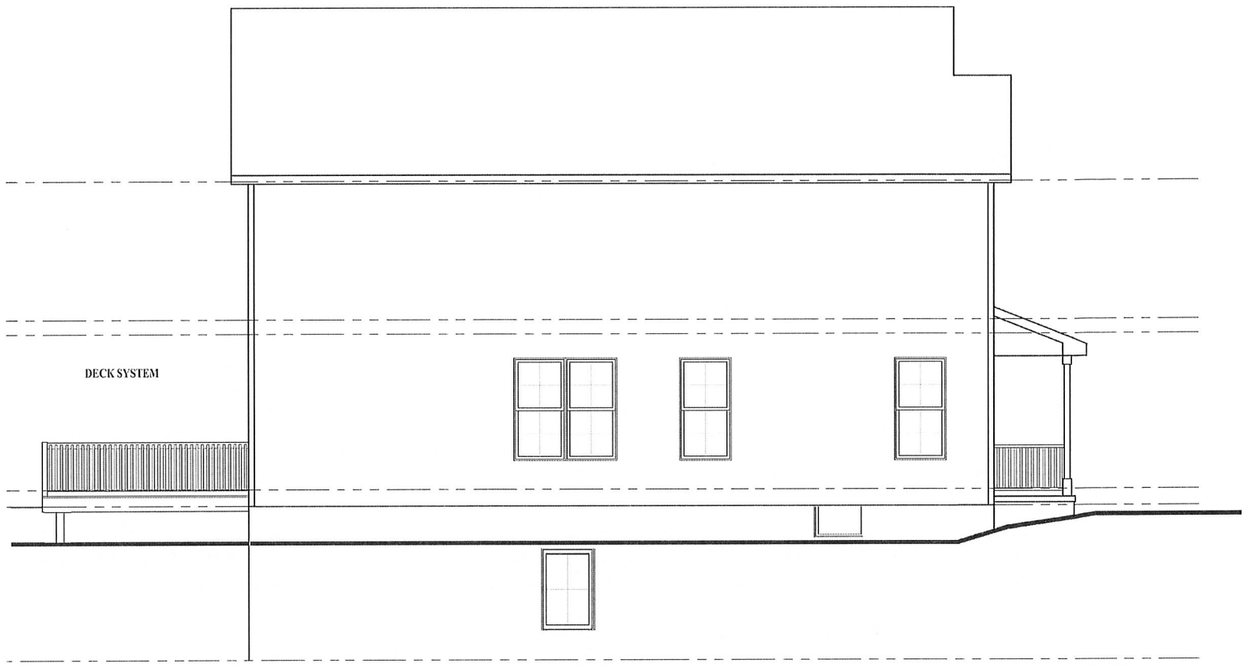
REVISIONS

DATE

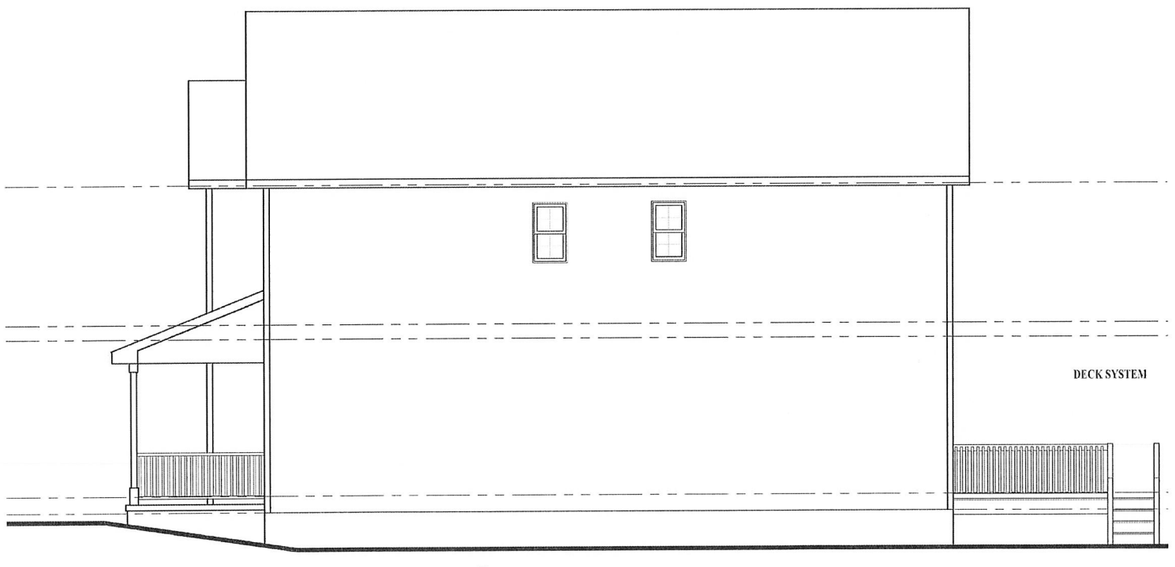
10/17/23

**A2**

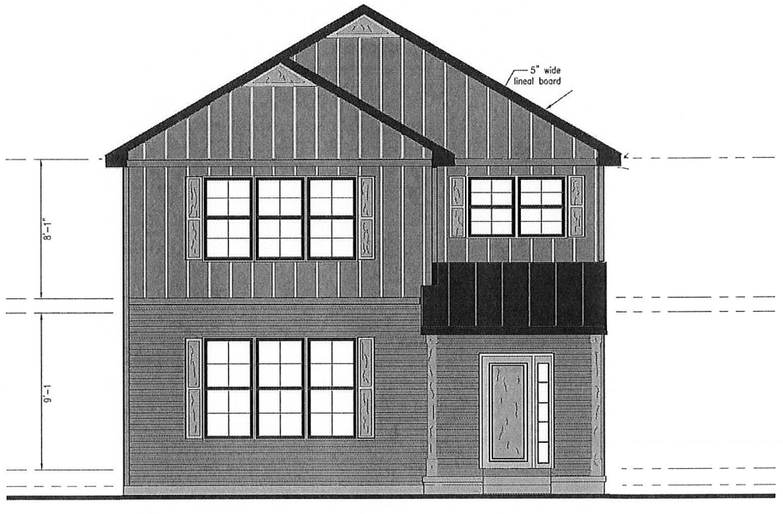
## 1 A3 Rear Elevation




## 2 A3 Right Side Elevation




## 3 A3 Left Side Elevation




## 4 A3 Front Elevation

**Rieger Homes**
**Lot #11**

45 Townsend Street,
Beacon, NY

**ELEVATIONS**

REVISIONS

DATE

10/17/23

**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

Consider request for a six (6) month extension of Special Permit, Mirbeau Inn & Spa (7 Craig House Lane), submitted by Mirbeau of Beacon, LLC.

**ATTACHMENTS**

PB 11.14.23 MirbeauBeaconSUPExtensionRequestOct162023.pdf

THE Mirbeau COMPANIES

October 16, 2023

Mr. John Gunn, Chairman
City of Beacon Planning Board
1 Municipal Plaza
Beacon, NY 12508

Re: Special Use Permit Extension

Dear Chairman Gunn and Members of the Planning Board,

We respectfully submit this request to the Planning Board for a six (6) month extension of the previously granted Special Permit for the project commonly referred to as "Mirbeau Inn & Spa" (the "Project").

We would appreciate being placed on the November 14th Planning Board Agenda for consideration and approval of our request for a 6 month extension of this Special Permit. We have spent a considerable amount of time working through all of the building design for the Historic Restoration of the Mansion and the construction of the Chateau and Grotto/Dining wings , and continue to work diligently on design/construction matters toward securing financing for the Project and the commencement of construction, anticipated to begin in the first half of 2024.

We look forward to discussing this further with you on November 14th.

Thank you for your consideration.

Very truly yours,

Edward A. Kellogg
Mirbeau Beacon

**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

Final review of the proposed brick for Two Cross Street, submitted by Hudson Todd, LLC.

**ATTACHMENTS**

Two Cross PB 11.14.23 brick sample.pdf

# Hudson Todd LLC

4 Cross Street, Beacon, NY 12508 | 646-284-3118 | jDonovan@HudsonTodd.com

October 31, 2023

Chairman John Gunn
and Members of the Planning Board
City of Beacon Planning Board
1 Municipal Place
Beacon, NY 12508

Re: Hudson Todd—Two Cross Street Project—submission for Nobember 2023 meeting

Dear Chairman Gunn and Members of the Planning Board,

The Planning Board granted conditional approval for Two Cross Street in August 2023. This submission responds to the request for a brick sample to be presented to the Board.

The builder will present a physical sample of the brick at the November meeting. The selection is of a brick (Roman dimension) made by Belden Brick: color: Modular 503-505 (21-23).

We appreciate the Board's review of the submitted material. If you have any questions or require any other materials, please do not hesitate to contact me at 646-284-3118.

With thanks,

Joseph Donovan
Hudson Todd, LLC

Encl:
Image of sample

Roman Size
lead time 14-18 weeks

44 Elm Street
Fishkill, NY 12524
t 845.896.6225
f 845.896.0021
c 551.427.1847

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Account Manager
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Received
Office of the City Clerk
8/14/2023

# RESOLUTION

## PLANNING BOARD
## BEACON, NEW YORK

## AMENDED SITE PLAN & CERTIFICATE OF APPROPRIATENESS APPROVALS FOR TWO CROSS STREET

Parcel No. 5954-27-799966 (2 & 4 Cross Street and 172 Main Street)
Parcel No. 5954-27-802974 (8 Cross Street)
Parcel No. 5954-27-808975 (10 Cross Street)
Parcel No. 5954-27-811979 (12 Cross Street)

**WHEREAS**, the Beacon Planning Board received an application for an Amended Site Plan Approval from Hudson Todd, LLC (the "Applicant"), to relocate proposed off-street parking areas from 156 Main Street and 160 Main Street to 8, 10 and 12 Cross Street, eliminate the previously proposed rooftop terrace and greenhouse, and to convert previously proposed market rate residential units to affordable units per criteria established by the Dutchess County Housing Trust Fund and New York State Homes and Community Renewal Agency as part of the Empire State Supportive Housing Initiative ("ESSHI") which will provide supportive housing for elderly seniors ("Amended Proposed Action" or "Amended Project") on property located at 2 & 4 Cross Street and 172 Main Street (Parcel No. 5954-27-799966) (collectively the "Main Parcel"), 8 Cross Street (Parcel No. 5954-27-802974), 10 Cross Street (Parcel No. 5954-27-802974), and 12 Cross Street (5954-27-811979) in the Central Main Street ("CMS") District and Transitional ("T") Zoning District, with the Main Parcel also being located in the Historic District and Landmark Overlay (HDLO) District (collectively the "Property"); and

**WHEREAS**, the Planning Board is the approval authority for the Amended Site Plan pursuant to the City of Beacon Zoning Code § 225-25; and

**WHEREAS**, the Planning Board is the approval authority for the Certificate of Appropriateness pursuant to the City of Beacon Zoning Code §§ 134-6 and 223-41.18(J); and

**WHEREAS**, the application for an Amended Site Plan consists of application forms, correspondence, professional studies and reports, plans and drawings, and the Full Environmental Assessment Form ("FEAF"); and

**WHEREAS**, on October 12, 2022 the Beacon Planning Board granted conditional Site Plan and Certificate of Appropriateness Approvals to construct a new 3-story mixed use building with commercial spaces on the ground floor, 18 residential apartment units on the 2nd and 3rd floors, and off-site parking at parcels in close proximity to the proposed building; and

**WHEREAS**, on October 12, 2022, the Planning Board adopted a Negative Declaration pursuant to SEQRA after taking a "hard look" at each of the relevant areas of

environmental concern through review of the FEAF and all associated materials prepared in connection with the Proposed Action and finding that the Proposed Action will not result in any significant adverse environmental impacts; and

**WHEREAS**, the Amended Site Plan is shown on the following drawings, entitled, "Two Cross Street" prepared by Hudson Land Design Professional Engineering, P.C., dated August 27, 2019, last revised July 25, 2023 (consisting of 9 sheets), and plans entitled, "Two Cross Street – Hudson Todd LLC" prepared by Joseph E. Torhan, Architect, last revised May 30, 2023 (consisting of 11 sheets):

**WHEREAS**, the Amended Proposed Action is an Unlisted Action pursuant to the State Environmental Quality Review Act ("SEQRA"); and

**WHEREAS**, under the Amended Proposed Action, all 18 of the residential dwelling units are now proposed to be affordable per criteria established by the Dutchess County Housing Trust Fund and NYS Homes and Community Renewal Agency, notwithstanding any future changes in the aforementioned affordability criteria or continued funding availability from such aforementioned entities, at least two (2) of the dwelling units must remain below market rate (BMR) units in compliance with Article IVB of the Beacon City Code which shall remain affordable for a minimum period of 50 years; and

**WHEREAS**, under the Amended Proposed Action, the Applicant has relocated all off-site parking to on-site areas continuous with the Main Parcel on the east side of Cross Street, north of the Main Parcel; and

**WHEREAS**, the Zoning Code requires thirty-four (34) off-street parking spaces on the Property pursuant to the requirements of §§ 223-26(F) and 223-41.18(G)(2) of the Beacon City Code (which includes 25 spaces required for the proposed uses on the Main Parcel in the CMS District and 9 spaces required for the existing residential units located at 8, 10 and 12 Cross Street in the T District) and the Applicant is proposing to provide 29 off-street parking spaces pursuant to a requested waiver by the Planning Board with the initial improvement of 25 of such off-street parking spaces in accordance with § 233-26.E of the Beacon City Code; and

**WHEREAS**, Section 223-41.18(G)(3)(f) of the Zoning Code authorizes the Planning Board to waive parking space requirements for properties located in the CMS District when there is a "professional parking study of the proposed use and the surrounding area demonstrates that a different amount of parking would be appropriate for the use in its particular location and/or that existing and/or proposed off-site parking is sufficient", and therefore, the Planning Board may consider waiving all or a portion of the 25 parking spaces required for the proposed uses on the Main Parcel in the CMS District, but the Planning Board may not waive the 9 parking spaces required for the existing residential uses located at 8, 10 and 12 Cross Street in the T District; and

**WHEREAS,** Section 223-26.C(6) of the Zoning Code authorizes the Planning Board to approve the joint use, or shared use, of parking spaces by two or more uses on the same

lot or on contiguous lots, the total capacity of which is less than the spaces required for each, provided the Board finds that the number of parking spaces provided will substantially meet the intent of the Zoning Code by reason of variation in the probable time and maximum use and provided that such approval shall be automatically terminated upon a change of use at the Property; and

**WHEREAS**, Section 223-26.E of the Zoning Code authorizes the Planning Board to waive the initial improvement of up to 50% of the required parking spaces provided that the property owners are able to provide for such improvements within six months being notified by Planning Board that such waived improvements are deemed necessary; and

**WHEREAS**, the Applicant submitted a Shared Parking Analysis, prepared by Colliers Engineering & Design, dated June 26, 2023, revised July 25, 2023 which provides in relevant part that the parking needs of the proposed senior and affordable housing units has a different parking demand than that required by the Zoning Code, and such a waiver would be appropriate in this particular location given that nearby public parking within an 800 foot radius is sufficient to accommodate the Amended Project in addition to the off-street parking provided by the Amended Project; and

**WHEREAS**, the Applicant has provided for the reservation of six (6) parking spaces for the proposed senior residential units as shown on Sheet 3 of 9 of the Site Plans, last revised July 25, 2023, notwithstanding that such reserved parking spaces may be reassigned for other uses if no senior residents request or require use of those reserved parking spaces; and

**WHEREAS**, the Planning Board has reviewed the application for Amended Site Plan approval and considered the standards as set forth in the City of Beacon Zoning Code § 223-25.E; and

**WHEREAS**, the Planning Board reviewed the Amended Proposed Action at its meetings on June 13, 2023, July 11, 2023, and August 8, 2023; and

**WHEREAS**, on July 11, 2023, the Planning Board opened a duly noticed public hearing on the Amended Proposed Action, at which time all those interested were given an opportunity to be heard and the public hearing was closed on July 11, 2023; and

**WHEREAS**, on August 8, 2023 after taking a "hard look" at each of the relevant areas of environmental concern through review of the FEAF and all associated materials prepared in connection with the Amended Proposed Action, the Planning Board determined that the Amended Proposed Action will not result in any significant adverse environmental impacts and adopted an Amended Negative Declaration; and

**WHEREAS**, the Planning Board has reviewed the application of Amended Site Plan Approval and considered the standards as set forth in § 223-25 of the City of Beacon City Code; and

**WHEREAS**, the Planning Board has reviewed the application for Certificate of Appropriateness pursuant to the requirements set forth in § 134-7 of the City of Beacon Code and design standards as set forth in § 223-41.18; and

**WHEREAS**, the Planning Board is fully familiar with the Project, as amended, and has reviewed the Amended Site Plan relative to all applicable provisions of the City Code.

**NOW THEREFORE, BE IT RESOLVED**, that the Planning Board hereby finds pursuant to the City of Beacon Code § 134-7 that the Amended Proposed Action remains consistent with the historic character of the surrounding area for the reasons set forth in the October 12, 2022 Site Plan and Certificate of Appropriateness Resolution, which reasons are incorporated by reference herein. Property located at 2 Cross Street and 172 Main Street are located in the City's HDLO District. The existing building at 172 Main Street is identified as contributing to the Lower Main Street National Register Historic District. Also identified is the adjacent Dondero Block (174-178 Main Street). The removal of the proposed rooftop terrace and greenhouse from the proposed building in the HDLO District does not negatively impact the historic or architectural features, value or significance of 172 Main Street or its neighboring historical structures, nor will it detract from the historic district. Under the Amended Proposed Action no substantial or material alterations have been made to the façade or design of the proposed building, therefore, the Planning Board hereby grants a Certificate of Appropriateness for the Amended Project, as shown on the application materials referenced herein.

**BE IT FURTHER RESOLVED**, that the Planning Board hereby grants a parking waiver for the proposed retail use on the Main Parcel in the CMS Zoning District pursuant §223-41.18.(G)(3)(f) of the Zoning Code to allow five (5) off-street parking space for such use, where ten (10) spaces are required by the Zoning Code, based on the sufficiency of public parking within a 800 foot radius, including on-street parking in the vicinity. Such waiver shall not be applicable to the nine (9) parking spaces required for the existing residential units at 8, 10 and 12 Cross Street located in the T District or the fifteen (15) parking spaces required for the proposed residential uses on the Main Parcel. Pursuant to Section 223-26.E of the Zoning Code the Planning Board also waives the initial improvement of four (4) of the 29 off-street parking spaces. Further, pursuant to Section 223-26.C(6) of the Zoning Code, the Planning Board authorizes the shared use of the proposed parking spaces for the residential and retail uses on all parcels, with the exception of any parking spaces specifically reserved for the senior residential units, based upon a review of the submitted Shared Parking Analysis because the number of parking spaces provided will substantially meet the intent of the Zoning Code by reason of variation in the probable time and maximum use. Thus, the Planning Board hereby permits a total of 29 off-street parking spaces to serve both the Main Parcel and the existing residential units at 8, 10 and 12 Cross Street.

**BE IT FURTHER RESOLVED**, that the Planning Board hereby grants Amended Site Plan Approval as set forth and detailed on plans entitled, "Two Cross Street" prepared by Hudson Land Design Professional Engineering, P.C., dated August 27, 2019, last revised July 25, 2023 (consisting of 9 sheets), and plans entitled, "Two Cross Street – Hudson Todd LLC" prepared by Joseph E. Torhan, Architect, last revised May 30, 2023 (consisting of 11 sheets),

subject to the following conditions set forth below and any other requirements which must be met by law:

**A. The following conditions shall be fulfilled prior to the signing of the Site Plan by the Chairman of the Planning Board.**

1. All application review fees shall be paid in full.

2. The Applicant shall seek and obtain all required permits and/or approvals from the appropriate agencies for the Project, including but not necessarily limited to approval from the Dutchess County Department of Health, and shall meet all conditions contained in such approvals, as required therein.

3. The comments contained in the City Engineer's letter to the Planning Board dated August 3, 2023, and all comments in any subsequent letter(s) issued, shall be fulfilled to the satisfaction of the City Engineer.

4. The comments contained in the City Planner's letter to the Planning Board dated August 4, 2023, and all comments in any subsequent letter(s) issued, shall be fulfilled to the satisfaction of the City Planner.

5. The comments contained in the City Traffic Consultant's letter to the Planning Board dated August 4, 2023, and all comments in any subsequent letter(s) issued, shall be fulfilled to the satisfaction of the City Traffic Consultant.

6. All existing and proposed easements shall be shown on the Site Plan to the satisfaction of the City Engineer and City Attorney. Proposed easement agreements, declarations of restrictive covenants, offers of dedication, or other appropriate documents corresponding with the easements and notes shown on the Site Plan, including a stormwater management maintenance and easement agreement and the Parking and Access Easement Agreement, shall be prepared, as applicable, and submitted to the City Attorney for review as to form and shall be recorded in the Dutchess County Clerk's Office simultaneously with the Subdivision Plat, with a copy of the recorded documents submitted to the City Clerk for filing.

7. The plan set shall be revised to include a note addressing the applicant's proposal to address the comment from Dutchess County Department of Planning and Development dated October 4, 2022 concerning the proposed residential windows, to reflect the Applicant's proposal to implement a visual screen integrated into the glazing or immediately inside the glazing, or suitable alternative, for the purpose of privacy for the residential tenants and to provide a consistent and appropriate public view of the exterior of the building.

8. The Applicant shall provide a revised Site Plan showing 29 off-street parking spaces, four (4) of which may remain unimproved until deemed necessary, to

the satisfaction of the City Planner, City Engineer, and City Traffic Consultant. A landbanked parking agreement shall be submitted to the City Attorney for review and approval.

When the conditions above have been satisfied, six (6) sets of the above referenced plans revised as per the conditions above shall be submitted for endorsement by the Planning Board Chairman. One set of the endorsed plans will be returned to the Applicant, one set will be retained by the City Clerk, one set will be provided to the Planning Board, and one set each will be forwarded to the Building Inspector, City Engineer and City Planner.

**B. Prior to the issuance of a Building Permit, the following conditions shall be fulfilled:**

1. The Applicant shall return to the Planning Board for final review of the proposed brick.

2. Prior to commencement of any site work for the Project, the Applicant shall fund an escrow account with the City of Beacon for the construction observation and monthly stormwater inspections of the proposed utilities and site improvements in an amount as determined by the City Engineer. The Applicant's engineer shall prepare a cost estimate for review by the City Engineer for determining value of escrow to be established.

3. The Applicant shall post a performance guaranty with the City of Beacon for all work proposed within the City's road right-of-way. The Applicant's engineer shall prepare a cost estimate for the work (pavement restoration, drainage installation, sidewalks, etc.) and provide to the City Engineer for review and approval.

**C. The following are general conditions which shall be fulfilled:**

1. Based on the current and anticipated future need for park and recreational opportunities in the City of Beacon, as set forth in the analysis provided by BFJ Planning, and the demands of the future population of the Project, the Planning Board hereby finds that additional recreation/parkland should be created as a condition of approval. However, the Planning Board hereby determines that recreation/parkland of adequate size and location cannot be provided on the Project Site. Therefore, that Applicant shall pay a Recreation Fee as prescribed under Sections 223-25.H(4) and 223-61.A(7) of the Zoning Law. The Planning Board hereby requires that, prior to the issuance of a Certificate of Occupancy, the Applicant shall pay a Recreation Fee for each of the 18 new dwellings in accordance with Sections 223-25.H(4) and 223-61.A(7) of the Zoning Law, as per the City's Fee Schedule in effect at the time of payment, less any credit for residential units that are or were previously located at 2 Cross Street and 4 Cross Street.

2. The Project shall comply in all respects with Article IVB, Affordable Workforce Housing, of the City Code except as otherwise waived or modified by the Beacon City Council pursuant to Section 223-41.10.N of the City Code. The Applicant shall be responsible for the payment of any and all fees established by the City Council now or in the future or as otherwise required for the ongoing implementation of the provisions of Article IVB, Affordable Workforce Housing, of the City Code as said Article applies to the Project.

3. The proposed underground stormwater detention system at 10 Cross Street (Parcel 5954-27-808975) shall be maintained and inspected pursuant to a Drainage Report to be reviewed and approved by the City Engineer. Copies of all inspection reports shall be provided to the City of Beacon's Building Department and the inspection report shall contain at a minimum the date of the inspection, who performed the inspection, recommendations based upon the inspection and any actions taken based upon the recommendations.

4. In accordance with Section 223-26.E of the Zoning Code, the Applicant shall provide for the construction and use of the four (4) unimproved off-street parking spaces as shown on the approved site plan referenced herein within six (6) months of such spaces being deemed necessary.

5. The Building Inspector and the City Engineer shall have the right to direct the Applicant to cause the placement, cleaning and/or repair of sedimentation and erosion control devices wherever and whenever deemed necessary during construction.

6. The Applicant shall be responsible for the payment of all application review costs incurred by the City in its review and approval of this project. Such fees shall be paid by the Applicant within thirty (30) days of each notification by the City that such fees are due. If such fees are not paid within said thirty (30) day period, and an extension therefore has not been granted by the City, this resolution shall be rendered null and void.

7. As used herein, the term "Applicant" shall include its successors and assigns, and where applicable its contractors and employees.

8. 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.

9. The approvals granted by this resolution do not supersede the authority of any other entity.

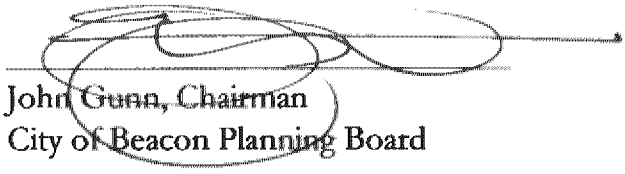
10. This approval is conditioned upon compliance with all of the mitigation measures specified in the Applicant's FEAF Part 1, dated May 30, 2023, revised June 27, 2023, and the Amended Negative Declaration granted pursuant

thereto. The Applicant shall be responsible for the funding and/or implementation of all such identified mitigation measures. Where the terms of this Resolution may be inconsistent with the FEAF, the terms of this Resolution shall be controlling.

11. Pursuant to the City of Beacon Code § 223-25.J, the Amended Site Plan Approval granted herein shall expire in the event the Applicant does not submit a bona fide building permit application to the Building Department within one year of the adoption date of this Resolution, provided however, that the Planning Board may extend such time period from time to time for good cause shown upon written request from the Applicant.

12. Any proposed revision to the approved Amended Site Plan Drawings, except revisions determined by the Building Inspector and City Engineer to be field changes, shall be submitted to the Planning Board. The Planning Board, 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 and/or further project review, as the Board may deem appropriate.

Resolution Adopted: August 8, 2023
Beacon, New York



August 11, 2023

John Gunn, Chairman
City of Beacon Planning Board

Date

Motion by Karen Quiana, seconded by Kevin Byrne:

| | | | |
|---|---|---|---|
| Kevin Byrne | Voting: Aye | Leonard Warner | Voting: Absent |
| Donna Francis | Voting: Aye | J. Randall Williams | Voting: Absent |
| David Jensen | Voting: Aye | John Gunn, Chairman | Voting: Aye |
| Karen Quiana | Voting: Aye | | |

Resolution: Approved 5-0

**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

Consider request for a six (6) month extension of Special Use Permit, 16 West Main Street, submitted by JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC.

**ATTACHMENTS**

16 West Main PB 11.14.23 SUP ext request.pdf

November 9, 2023

Honorable Chairman John Gunn and Members of the Board
City of Beacon Planning Board
One Municipal Plaza
Beacon, NY 12508

Re: JMC Project 18119
Beacon Commons
16 West Main Street
City of Beacon, NY 12508

***Approval Extension***

Dear Chairman Gunn and Members of the Board:

On behalf of Farrell Communities Beacon, LLC, we are respectfully requesting an extension of the Special Permit received as part of the Planning Board Preliminary & Final Subdivision Plat Approvals, Special Permit and Site Plan Approval Resolution, dated November 9, 2022. An extension was received on May 9, 2023. Since then, the Site Plans and Architectural Drawings have been signed and the Subdivision Plat was filed with the County Clerk.

Per City Code Section 223-18F(1)(b)[1], the Special Permit shall expire within 1 year of the issuance of a building permit. The applicant has been working with the construction team and design team on finalizing the construction details and logistics. We appreciate your cooperation and look forward to the next steps in the process. Thank you.

Sincerely,

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC

Stephen Spina, PE
Senior Project Manager

cc: Mr. John Russo, PE
Jennifer Gray, Esq.
Mr. Steve Zagoren
Mr. Aryeh Siegel, AIA
Mr. John Clarke, AICP
Mr. Bruce Flower
Mr. Greg Pancost

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**City of Beacon Planning Board Agenda**
**11/14/2023**

**Title:**

City Council request to review Local Law to make amendments to the Beacon Zoning Code, Chapter 223, concerning internal lot subdivisions.

**ATTACHMENTS**

Beacon LL - Internal Lot Subdivisions (4871-7997-2744.3).pdf

EAF Part 1.pdf

Resolution Setting a Public Hearing for Proposed Local Law No 7 of 2023.pdf

10-11-23 Scenic Beacon Developments LLC Letter to City Council re 10-16-23 Workshop(5844001.3)_Redacted.pdf.pdf

# PROPOSED LOCAL LAW NO. 7 OF 2023

## CITY COUNCIL
## CITY OF BEACON

## LOCAL LAW AMENDING CHAPTER 223 OF THE ZONING CODE OF THE CITY OF BEACON

A LOCAL LAW to amend the zoning code, Chapter 223, of the Beacon City Code, concerning internal lot subdivisions.

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

**Section 1.** Chapter 223 of the City Code of the City of Beacon, Article III, General Regulations, Section 223-25 entitled "Site development plan approval," Subsection C is hereby amended as follows:

**§ 223-25 Site Development plan approval.**

…

C. Two-phase site plan approval for residential, nonresidential, or mixed-use projects. Notwithstanding the provisions of Subsection B above, where a proposed residential, nonresidential, or mixed-use development project may involve a number of buildings or uses to be developed over a period of time, the Planning Board is authorized to review the site plan in two distinct phases.

(1) The first phase, called conceptual site plan review, shall consider the general parameters of the total proposed development, including total square footage of floor area, range of anticipated uses, traffic access and internal circulation, site buffering, sewer and water demands, parking requirements, and other relevant issues as determined by the Planning Board. The application for conceptual site plan approval shall contain the information set forth in Subsection B, but at a conceptual level. After review, and environmental compliance pursuant to Subsection F below, the Planning Board may grant a conceptual site plan approval, which shall set forth the parameters of the development approved, and any specific conditions or criteria under which future actions, including subdivisions, or project-specific site plans for individual elements of the conceptual site plan, will be undertaken, reviewed, and approved, including requirements for any subsequent SEQR compliance in accordance with Subsection F below. There shall be no vesting granted to any applicant by virtue of the adoption of conceptual site plan approval by the Planning Board.

(2) The second phase, called the project-specific phase, will include all elements not previously reviewed and approved as part of the conceptual review. These could include, in appropriate cases, but are not limited to details of site grading, architectural review, landscaping, parking compliance, etc.

(3) Internal Property Subdivisions. Subsequent to conceptual site plan approval by the Planning Board of the overall site area under § 223-25C(1), or subsequent to a single phase site plan approval by the Planning Board for a residential, non-residential, or mixed-use project that may involve a number of buildings to be developed over a period of time, owners may subdivide the site forming lots and/or buildings, provided that sufficient parking in accordance with § 223-26 of this chapter is included on each lot or is made available to support the use on each lot in a manner satisfactory to the Planning Board, and that no development within any lot will be permitted except as shown on a site plan approved by the Planning Board. Provisions satisfactory to the Planning Board for maintenance of all elements of the site plan shall also be a prerequisite for any subdivision of the overall site area. The standards as referred to in § 223-17D shall apply to the overall site area, whether or not the same is or will continue to be under one ownership~~, so long as all of such land is contiguous, with the exception of any streets or driveways separating any part of such land from any other part~~. To the extent that the provisions of this subsection conflict with the provisions of § 223-12, the provisions of this subsection shall be controlling.

…

**Section 6.** Ratification, Readoption and Confirmation

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

**Section 7.** Numbering for Codification

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

**Section 8.** Severability

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

**Section 9.** Effective Date

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

DRAFT

# *Short Environmental Assessment Form*
## *Part 1 - Project Information*

**Instructions for Completing**

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

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

**Part 1 – Project and Sponsor Information**

City of Beacon

Name of Action or Project:

Proposed Local Law Amending Chapter 223 of the Beacon City Code Concerning Internal Lot Subdivisions

Project Location (describe, and attach a location map):

City of Beacon

Brief Description of Proposed Action:

The City Council of the City of Beacon is presently considering an amendment to Chapter 223, Section 223-25C, of the City Code concerning internal lot subdivisions. Presently, the City Code permits two-phase site plan approval for nonresidential projects. Meaning, subject to Planning Board review and approval, nonresidential project owners, may internally subdivide the site and/or buildings so that larger projects can completed in phases. As such, the proposed amendment would expand two-phase site development to include residential and mixed-use projects. The proposed local law would merely allow the redrawing of parcel lines so that residential and mixed-use projects can be developed in phases as is presently permitted with nonresidential project. This proposed local law is aimed at alleviating the burdens residential and mixed-use property owners face when financing and developing larger projects by allowing such to developed in phases. This proposed local law not have an impact on permitted uses, setbacks, lot coverages, parking requirements, or other zoning related regulations. Importantly, the Planning Board would retain its review and approval authority for any proposed internal subdivisions.

| Name of Applicant or Sponsor: | Telephone: 845-838-5000 |
|---|---|
| City of Beacon | E-Mail: cityofbeacon@beaconny.gov |

Address:

1 Municipal Plaza

| City/PO: | State: | Zip Code: |
|---|---|---|
| Beacon | New York | 12508 |

| | NO | YES |
|---|---|---|
| 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. | ☐ | ☑ |
| 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: | ☐ | ☐ |

3. a. Total acreage of the site of the proposed action? _____ acres
   b. Total acreage to be physically disturbed? _____ acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):

☐ Parkland

| | NO | YES | N/A |
|---|---|---|---|
| 5. Is the proposed action, | | | |
| a. A permitted use under the zoning regulations? | ☐ | ☐ | ☐ |
| b. Consistent with the adopted comprehensive plan? | ☐ | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? | | |
| If Yes, identify: _____ | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? | ☐ | ☐ |
| b. Are public transportation services available at or near the site of the proposed action? | ☐ | ☐ |
| c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 9. Does the proposed action meet or exceed the state energy code requirements? | | |
| If the proposed action will exceed requirements, describe design features and technologies: _____ _____ | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 10. Will the proposed action connect to an existing public/private water supply? | | |
| If No, describe method for providing potable water: _____ _____ | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 11. Will the proposed action connect to existing wastewater utilities? | | |
| If No, describe method for providing wastewater treatment: _____ _____ | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? | ☐ | ☐ |
| b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? | ☐ | ☐ |

| | NO | YES |
|---|---|---|
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? | ☐ | ☐ |
| b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? | ☐ | ☐ |
| If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ | | |

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☐ Suburban

| | NO | YES |
|---|---|---|
| 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? | ☐ | ☐ |
| 16. Is the project site located in the 100-year flood plan? | ☐ | ☐ |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? | ☐ | ☐ |
| If Yes, | | |
| a. Will storm water discharges flow to adjacent properties? | ☐ | ☐ |
| b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? | ☐ | ☐ |
| 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: _____ | | |
| 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: _____ | | |
| 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: _____ | | |

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**

Applicant/sponsor/name: City of Beacon Date: October 19, 2023

Signature: _____ Title: City Attorney

PRINT FORM

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 108 OF 2023**

**SETTING A PUBLIC HEARING FOR PROPOSED LOCAL LAW NO. 7 OF 2023 TO AMEND THE ZONING CODE, CHAPTER 223, OF THE BEACON CITY CODE, CONCERNING INTERNAL LOT SUBDIVISIONS**

**BE IT RESOLVED THAT** the City Council hereby schedules a public hearing for November 27, 2023 at 7:00 pm for Proposed Local Law No. 7 of 2023 to Amend the Zoning Code, Chapter 223, of the Beacon City Code, concerning internal lot subdivisions.

**BE IT FURTHER RESOLVED THAT**, the City Council refers the above proposed local law to the Dutchess County and City of Beacon Planning Boards for a report and recommendation.

| **Resolution No. 108 of 2023** | | **Date: October 23, 2023** | | | | | |
|---|---|---|---|---|---|---|---|
| **☐ Amendments** | | | | | | **☐ 2/3 Required** | |
| **☐ Not on roll call.** | | | **☐ On roll call** | | | **☐ 3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | **x** | | | | |
| | | **Justice McCray** | | | | | **x** |
| | **x** | **George Mansfield** | **x** | | | | |
| | | **Wren Longno** | **x** | | | | |
| **x** | | **Molly Rhodes** | **x** | | | | |
| | | **Dan Aymar-Blair** | **x** | | | | |
| | | **Mayor Lee Kyriacou** | **x** | | | | |
| | | **Motion Carried** | **x** | | | | |

CUDDY +FEDER LLP

[redacted]

cuddyfeder.com

Taylor M. Palmer
[redacted]

October 11, 2023

**VIA E-MAIL**

Hon. Lee Kyriacou, Mayor
and Members of the City Council
City of Beacon
1 Municipal Plaza
Beacon, New York 12508

Re: Internal Property Subdivisions: Residential & Mixed-Use Projects – Zoning Amendment
Applicant: Scenic Beacon Developments, LLC
Request for Placement on the October 16th City Council Workshop Agenda

Dear Mayor Kyriacou and Members of the City Council:

On behalf of Scenic Beacon Developments, LLC (the "Applicant"), we are writing to request placement on the City Council's October 16th Workshop Agenda for an introductory discussion on a potential amendment to the City of Beacon's Zoning Code ("Zoning Code"), which amendment seeks to clarify and update the existing Zoning Code provisions that already contemplate internal property subdivisions for commercial developments.

By way of brief background regarding this request, on October 6, 2023, the Applicant and its consultants met with members of City Staff, including the City Administrator, Building Inspector, Attorney and Planner, together with The Community Preservation Corporation to discuss the proposed Zoning Code amendment in the context of the Applicant's previously approved Edgewater project ("Edgewater") located at 22 Edgewater Place. As this Board is aware, the Edgewater project received final Site Plan and Subdivision approval from the Planning Board on September 11, 2018, following review by the City Council and the Zoning Board of Appeals. As you may know, construction of several of the approved residential buildings is currently underway, with the remaining buildings slated to begin construction next year – which is the genesis of this request. Accordingly, in connection with the development of Edgewater project, and pursuant to the Applicant's discussions with City Staff at the October 6th meeting, we are submitting this letter to provide preliminary information for the Council's consideration at the City Council's October 16th Workshop Agenda.

**INTERNAL PROPERTY SUBDIVISIONS FOR FINANCING PURPOSES – CITY OF BEACON ZONING CODE SECTION 223-25.C(3):**

As this Council may be aware, Zoning Code Section 223-25.C(3) presently authorizes the City's Planning Board, after completion of Site Plan Review, to internally subdivide one or more of the lots or buildings within a project site that will continue to be controlled by an approved Site Plan. This is a unique provision in the City Code, similar to those in other communities, that typically applies to larger projects that are controlled by an overall project Site Plan, and that may involve a number of buildings or uses to be developed over a period time or in phases.

Notably, these subdivisions *do not* impact the uses or building dimensions approved by the Planning Board in its Site Plan Review. Instead, they merely redraw parcel lines on a project site around certain buildings or uses. Such subdivisions are intended to resolve difficulties property owners encounter when arranging competitive construction and permanent financing for projects involving multiple uses, buildings and/or phases. This is particularly important in the current economic climate with rising interest rates. Projects that are approved for internal property subdivisions will continue to operate as a cohesive development pursuant to the commitments and conditions contained in the underlying Site Plan approvals and are subject to any reciprocal easements or agreements addressing common areas or amenities.

Zoning Code Section 223-25.C(3) currently permits these internal lot subdivisions specifically for non-residential development projects.[1] The Applicant is requesting the City Council consider amending this section of the Zoning Code to include residential multi-family and mixed-use development projects in an effort to ensure approved projects are fully developed given the unfortunate realities of competitive financing in today's market. In doing so, the Applicant would also propose that these internal property subdivisions be reviewed by the Building Inspector, as is currently done for lot line adjustments, subject to additional review by various members of City Staff, including the City Attorney. This would also allow the primarily administrative process to be handled administratively, instead of bogging down the Planning Board with details that are typically handled as conditions of an approval (i.e., easement agreements) and/or those concerning financing – rather than the land uses on the site. The Applicant respectfully submits that this review procedure would align closely with City Staff's expertise, especially given that no project parameters would change as a result of any such internal lot subdivision.

**CONCLUSION:**

The Applicant respectfully requests that this matter be placed on the City Council's October 16th Workshop Agenda, at which time the Applicant looks forward to observing the Council's discussions and hearing any comments or questions Council Members may have. In the meantime, should the Council or City Staff have any questions, please do not hesitate to contact me. Thank you in advance for your consideration.

Very truly yours,

Taylor M. Palmer

cc: Christopher White – City Administrator; Bruce Flower – City Building Inspector; Nicholas Ward-Willis, Esq. & Jennifer L. Gray, Esq. – City Attorneys

[1] Note: For the Council's consideration, Section 223-25.C(3) was recently used for the HIP Lofts project in 2020, which process could have benefited from the amendments sought herein.