



CITY OF BEACON, NEW YORK
COURTROOM, CITY HALL
1 MUNICIPAL PLAZA
BEACON, NY 12508

Mayor Lee Kyriacou
Councilmember Amber J. Grant, At Large
Councilmember George Mansfield, At Large
Councilmember Terry Nelson, Ward 1
Councilmember Air Rhodes, Ward 2
Councilmember Jodi M. McCredo, Ward 3
Councilmember Dan Aymar-Blair, Ward 4
City Administrator Anthony Ruggiero

**November 30, 2020
7:00 PM
City Council Agenda**

Roll Call

Workshop Agenda Items

1. [Notice of Change in Public Meeting Location November 30](#)
2. [Proposed 2021 City of Beacon Budget](#)
3. [Proposed 2020 Budget Amendments](#)
4. [Mutual Aid: Water](#)
5. [City Administrator Hiring Process](#)
6. [Police Chief Search Update](#)
7. [Tioronda Bridge Project Funding](#)
8. [Proposed Local Law Regarding Small Cell Wireless Facilities](#)

Executive Session Items:

1. [Personnel](#)

City of Beacon City Council Agenda
11/30/2020

Title:

Notice of Change in Public Meeting Location November 30

ATTACHMENTS

[Notice of Change in Public Meeting Location November 30](#)



NOTICE OF CHANGE IN PUBLIC MEETING LOCATION

PLEASE TAKE NOTICE, that effective immediately and based upon notices and health advisories issued by Federal, State and Local officials related to the COVID-19 virus, the City Council will not hold in-person meetings. Until further notice, all future City Council meetings (including public hearings) will be held via videoconferencing, as permitted by the NYS Open Meetings Law. Due to public health and safety concerns, the public will not be permitted to attend at the remote locations where the City Council members will be situated. The public, however, will be able to fully observe the videoconference meeting at

<https://us02web.zoom.us/j/82732277025?pwd=Y0tHMmo3TDVxazV1SFkwZWVrYUdndz09> Webinar ID: 827 3227 7025 Passcode: 697992. To the extent internet access is not available, the public can attend via telephone by dialing + 1 929 205 6099 and entering Webinar ID: 827 3227 7025 Passcode: 697992. The City Council's agenda is available online in advance of meetings at <http://www.cityofbeacon.org/index.php/agendas-minutes/>.

PLEASE TAKE FURTHER NOTICE, that any Executive Session of the Council will be initiated with the Council first convening on the public videoconferencing site, and then adopting a motion to go into Executive Session.

PLEASE TAKE FURTHER NOTICE, that the City Council Workshop of Monday, November 30, 2020 at 7:00pm can be accessed live at

<https://www.youtube.com/channel/UCvPpigGwZDeR7WYmw-SuDxg>

City of Beacon City Council Agenda
11/30/2020

Title:

Proposed 2021 City of Beacon Budget

ATTACHMENTS

[Budget Summary at Tax Cap](#)

[Budget Summary Below Tax Cap](#)

[Potential Changes to the Proposed 2021 Budget](#)

[Proposed 2021 City of Beacon Budget](#)

CITY OF BEACON 2021 TENTATIVE BUDGET SUMMARY

ARTICLE NO. 362 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEACON THAT THE FOLLOWING SUM COMPRISING THE ANNUAL APPROPRIATION ORDINANCE FOR THE YEAR 2021 BE AND THE SAME IS HEREBY APPROPRIATED TO MEET THE AMOUNT OF MONEY FOR THE YEAR 2021.

DATE: November 30, 2020

	<u>GENERAL</u>	<u>2% INCREASE</u>	
		<u>WATER</u>	<u>SEWER</u>
APPROPRIATIONS	22,172,412	3,858,167	4,662,800
TOTAL REVENUE	8,351,166	3,858,167	4,662,800
BALANCE OF APPROPRIATIONS	13,821,246	-	-

ADDITIONAL FUNDING NEEDED (Part of tax levy)

(Will be fund balance appropriation)

Appropriated from Debt Reserve

Appropriated from Fund Balance

(1,982,640)

-

-

Tax Levy:

11,838,606

Allowable levy at tax cap 11,838,606

Allowable levy without Growth 11,652,403

Amount below tax cap -

EXCESS LEVY PER TAX CAP -

Adjusted Tax Levy Distribution

HOMESTEAD	NON-HOMESTEAD	TOTALS
8,206,176	3,632,430	11,838,606

Base Proportion:

69.317080	30.682920	100.00
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Rates:

2021 Tax Rates	7.822839	11.575032
2020 Tax Rates	7.636237	12.259726

Percentage Increase/Decrease

2.4436% -5.5849%

Assessed Values:

10/19/20 - TENTATIVE ROLL

1,049,002,307 313,815,987 1,362,818,294

11/26/19 - FINAL ROLL

1,035,407,247 289,494,865 1,324,902,112

Percentage Increase

1.31%

8.40%

2.86%

Dollar change

13,595,060

24,321,122

37,916,182

**CITY OF BEACON
2021
TENTATIVE BUDGET SUMMARY**

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BALANCE OF APPROPRIATIONS	13,821,246	-	-

ADDITIONAL FUNDING NEEDED (Part of tax levy)

(Will be fund balance appropriation)

Appropriated from Debt Reserve

Appropriated from Fund Balance (1,982,640) - -

Tax Levy: 11,838,606

Allowable levy at tax cap 11,838,606

Allowable levy without Growth 11,652,403

Amount below tax cap 186,203

EXCESS LEVY PER TAX CAP -

	HOMESTEAD	NON-HOMESTEAD	TOTALS
Adjusted Tax Levy Distribution	8,077,106	3,575,297	11,652,403

Base Proportion:	69.317080	30.682920	100.00
------------------	-----------	-----------	--------

Rates:	2021 Tax Rates	7.699798	11.392974
	2020 Tax Rates	7.636237	12.259726

Percentage Increase/Decrease 0.8324% -7.0699%

Assessed Values:

10/19/20 - TENTATIVE ROLL	1,049,002,307	313,815,987	1,362,818,294
11/26/19 - FINAL ROLL	1,035,407,247	289,494,865	1,324,902,112
Percentage Increase	1.31%	8.40%	2.86%
Dollar change	13,595,060	24,321,122	37,916,182

CITY OF BEACON, 2021 BUDGET – DISCUSSION OF POTENTIAL CHANGES

		<u>Estimated \$ Change to Budget</u>			
	<u>Potential Budget Change</u>	<u>Initial Discussion</u>	<u>Proposal</u>	<u>1x v. Recur</u>	<u>Comments</u>
POTENTIAL SOURCES					
	Use Additional Fund Balance	\$ -	\$ 186,203	1x	One-time only, and bank cap for next year
	Increase Tax to Cap	\$ 186,203	\$ -	Recur	Tax: 1.7% tax increase on all properties (\$35-40/yr for \$300K home)
TOTAL POTENTIAL SOURCES		\$ 186,203	\$ 186,203		
POTENTIAL USES					
<u>B. Additional One-Time or Recurring Expense</u>					
1	Community Fridge and Food Pantries	\$ (2,000)	\$ -	1x	See alternative
1a	Food Program - Emergency Supplemental Grants	\$ -	\$ (25,000)	1x	Piggyback on county grants to community groups, e.g., for equipment
2	Recreation Needs Survey	\$ (50,000)	\$ -	1x	Survey rec/community needs broadly
3	Community Center Needs Survey	\$ (50,000)	\$ -	1x	Incorporate into one survey
23a	Rec/Comm Ctr Needs Survey	\$ -	\$ (25,000)	1x	Incorporate into one survey
4	Municipal Broad Band/WiFi Engineering Study	\$ (30,000)	\$ (30,000)	1x	Need expert for study; explore consortium to share expense
5	Add Temporary Tents to Recreation Budget	\$ -	\$ -	1x	Review pavilion construction in capital planning
6	After School Program Counselors for Fall	\$ (35,000)	\$ (35,000)	Recur	Add back in for Fall Program
7	Reduce Recreation Fees (Revenue Reduction)	\$ (184,400)	\$ (20,000)	Recur	Provide income-based fee waivers
8	Additional Trash/Recycling at Parks	\$ (14,000)	\$ (14,000)	Recur	Sat-Sun pickup: added staff & recycling cans
9	Park Bathroom Maintenance and Cleaning	\$ (25,000)	\$ (25,000)	Recur	Mar-Nov staff, cleaning & supplies
10	Dial-a Ride	\$ -	\$ -	Recur	One specific day a week is poor design; county lacks capacity
10a	Taxi Voucher Program	\$ -	\$ (10,000)	Recur	Explore program using Beacon taxi companies
11	Part Time Counselor at Recreation Center	\$ (30,000)	\$ -	Recur	Await needs survey results
12	Free Yoga and Tai Chi April to October	\$ (21,000)	\$ -	Recur	Rec Committee, not Council, should select specific programs
13	Participatory Budgeting	\$ (5,000)	\$ -	Recur	Not an immediate priority; would need to assure full community input
TOTAL POTENTIAL USES		\$ (446,400)	\$ (184,000)		
NET		\$ (260,197)	\$ 2,203		

CITY OF BEACON

2021

BUDGET



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



www.cityofbeacon.org

October 5, 2020

City Council
One Municipal Plaza
Beacon, New York 12508

Re: Fiscal Year 2021 Budget Message

Dear City Council:

Mayor's Message:

In my first year as mayor, we have had multiple unprecedented events: first the COVID-19 health crisis, then the quickest and largest economic recession in history, and then what is in effect a new civil rights movement. Two significant components of the first mayor's budget are driven by these extraordinary events.

No Tax Increase, No Layoffs: The mayor's 2021 budget keeps taxes for residents **flat**. The only increase to the tax levy is from "new" properties coming online in the past year, which is the direct benefit of new construction in Beacon. The budget also has no employee layoffs. In this incredibly difficult economic time, we must do our best not to contribute to the economic hardship faced by so many of our residents. This is no easy task – as you can see many other local governments faced with tax increases, layoffs or both. To accomplish this, the "hole" in the general fund budget – due to sales tax and state aid shortfalls – totaling at least \$700,000 and up to almost \$2 million – will be covered this year by the general fund balance. The city cannot cover this size of a gap indefinitely, but we will do so in 2021.

Public Safety: Two pieces of background information. First, budget data from the NYS Comptroller demonstrates that Beacon has the lowest per capita spend on police of any city in the Mid-Hudson region; hence, we must proceed cautiously to ensure that any budget changes do not reduce safety. Second, our police patrol has a minimum size shift that is subject to collective bargaining, so that any staff reduction simply results in a 150% increase in overtime. Accordingly, the 2021 police budget in the mayor's budget does not reflect significant change. Separately, the Mayor's budget creates two new reserves totaling \$90,000 for alternative public safety resources and for recreation. I am also proposing that City of Beacon work with the Town of Fishkill on potentially sharing police and recreation resources, to find safe and affordable ways of reducing expense and increasing community services.

City Administrator's Message:

I want to take this opportunity to thank you and the City Council for giving me the opportunity to continue to serve as the City's Chief Administrative officer and contribute to the City of Beacon. It is my pleasure to present to you for your consideration, the proposed City Operating Budget for Fiscal Year 2021.

Preparing a municipal budget has always had its unknowns and challenges. Preparing the FY 2021 budget in the midst of a global pandemic and an economic downturn caused by the global pandemic has created uncertainties and priorities that have never been anticipated. The City healthy financial position and conservative approach to budgeting serves us well and will assist us into building for the future.

The anticipated short fall for the FY 2021 budget is \$2,168,843 million dollars; a number of assumptions were made in preparing this year's budget. The first is that the City will receive zero state-funded Aid and Incentives for Municipalities (AIM) in FY 2021; this year the City's only received 80% of its annual \$1,537,478. Second, in FY 2020, the City did not receive the Sales Tax Growth, and it is anticipated that the City will not receive the Sales Tax Growth of \$384,000 in FY 2021.

Lastly, it was decided not to go to the full tax cap and not use \$186,203 of the Tax Levy Growth Factor to reduce as much as possible any potential tax increases. Other items include contractual obligations. The FY 2021 Budget will be holding the budget lines constant and remaining essentially unchanged from the FY 2020 Budget.

This budget utilizes a fund balance amount of \$2,168,843 as explained above. This is an increase of \$1,789,001 from what we've utilized in the FY 2020 Budget from Fund Balance. With the continued adding of new developments on the tax rolls, the budget and assessments continue to strengthen. The future non-reliance on fund balance appropriations to balance the annual operating budget will help to provide for a more reliable and sustainable fiscal condition and to better allow the City to adjust during difficult fiscal times, such as now.

The tax cap law established a limit on growth of the annual property taxes levied to two percent or the rate of inflation, whichever is less. This year the tax cap is 1.56%. There are very limited adjustments that are factored in and only PILOT payments apply to the budget this year. As stated above, the cap is on the tax levy, not the tax rate. The tax cap legislation provides for an override of the tax cap with a majority plus one vote in favor of it by the governing body. This is not being recommended.

In our case, the allowable levy at cap is \$11,838,606 for the FY 2021 budget, which is an allowable increase over FY 2020 budget of \$382,863. This is a 3.3421% increase from the 2020 budget. Not

going to cap values equates to a homestead tax rate increase of .8347% and a non-homestead tax rate decrease of – 7.0699%.

This year the homestead assessed value increased by 1.31% or \$13,570,560 million. The non-homestead assessed value has also increased over last year by 8.40% or \$24,321,122. This year represents the seventh year since 2010 that the overall assessed values increased, and did so by \$37,891,682 million. For only the second time in 11 years, the Homestead values are more than it was in 2009 by \$25 million. However, Homestead values remain approximately \$2 million less than it was in 2008. The non-homestead assessed value has fluctuated through the years, and while it increased \$24,321,122 million this year, it is only the 3rd year in a row that it has been more than in 2008.

Significant factors affecting the proposed FY 2021 budget include the following:

- there are no new positions or vehicles being proposed in the FY 2021 Budget;
- the elimination of the K-9 Patrol Dog from the Police Budget (3120);
- included in the budget is \$20,000 in the Recreation budget (7140) for Community Investment which will allow the City to review and respond to some of the opportunities currently not provided by the Recreation Department;
- included in the contingency budget (1990) is \$70,000 for a possible contract with Mental Health America of Dutchess County for one (1) Mental Health Worker Intensive Case Management. This is similar to what the City of Poughkeepsie is contracting for;
- the Beacon Free Loop Bus is again included in the Bus Operations budget (5630) for \$13,310;
- included in the contingency budget (1990) is \$50,000 for possible future COVID related expense.
- general fund health insurance increased and continues to represents 15.3% of all expenses in the general fund;
- a \$4,365 or 0.87% increase in pension costs for non-police and fire (ERS) and a \$49,248 or 4.77% increase in pension costs for police and fire (PFRS);
- a decrease in general fund long-term debt of \$344,982. Debt service comprises almost 11.27% of the general fund budget;

As compared to the FY 2020 budget, total general fund expenditures are up \$330,085, water fund expenditures are up \$97,006 and sewer fund expenditures are up \$278,800. This year, there is a proposed rate increase for both water and sewer operations of 2%; this will allow the City to continue to invest in new technologies and upgrade our aging infrastructure. Revenues in the general fund have decreased by \$1,655,576, with revenues for the water fund up \$97,006 and revenues for the sewer fund are up \$278,800.

On September 21, 2020, the City of Beacon was notified by the New York State Comptroller's Office that the review of the Annual Update Document (AUD) FYE 2019 for the City was completed and indicates that the City for a seventh year in a row is classified as "No Designation" with a score of 5%. The City has been classified as "No Designation" on the environmental scale with a score of 6.7%, which is 16.6% less than FYE 2018. Although environmental factors are outside a locality's control, they can provide some insight to the challenges facing a community. Moody's continues to classify the City with an outstanding bond rating of Aa2, one of the highest in New York State.

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

We would like to extend our personal thanks to all of the Department Heads for their continued hard work in controlling spending during the year and specifically on bringing the FY 2021 Budget into balance. The City has an incredible management team that you should be proud of. We also want to recognize the efforts of the Director of Finance, Susan Tucker, CPA for her talent and hard work in preparing the budget. The City is fortunate to have her knowledge and experience.

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

Respectfully submitted on this 5th day of October 2020.

Lee Kyriacou, Mayor

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

CITY OF BEACON

2021 BUDGET

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**CITY OF BEACON
2021
MAYOR'S BUDGET SUMMARY**

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12.259726

Percentage Increase/Decrease

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-7.0699%

Assessed Values:

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1,048,977,807

313,815,987

1,362,793,794

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Percentage Increase

1.31%

8.40%

2.86%

Dollar change

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37,891,682

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1010 CITY COUNCIL											
A1010	101000	REGULAR SALARIES	54,298	54,000	53,982	53,981	54,000	54,000	40,155	54,000	
A1010	120000	HEALTH INSURANCE BUY-OUT	10,000	-	10,000	10,000	-	-	-	-	
A1010	416000	MATERIALS & SUPPLIES	43	500	215	215	6,000	6,100	100	500	
A1010	444100	LICENSE & PERMITS	4,200	4,200	4,200	4,200	4,200	8,100	7,937	9,500	
A1010	452000	CONSULTANT			25,825	25,825	9,500	9,500	8,875	10,500	
A1010	452010	GRANT WRITING CONSULTANT	33,996	34,000	36,519	36,519	40,800	40,800	30,610	40,800	
A1010	452013	CONSERVATION ADVISORY COMMITTEE					500	500	-	-	
A1010	455000	VIDEOGRAPHER	19,900	19,000	19,800	19,800	18,000	18,000	13,650	19,000	
A1010	820000	SOCIAL SECURITY	4,568	4,131	4,545	4,545	4,131	4,131	2,436	4,131	
TOTAL CITY COUNCIL			127,005	115,831	155,086	155,085	137,131	141,131	103,763	138,431	
1210 MAYOR											
A1210	101000	REGULAR SALARIES	25,137	25,000	25,055	25,055	25,000	25,000	18,750	25,000	
A1210	105000	OVERTIME	-	-		-	-	-	-	-	
A1210	105200	SICK LEAVE BONUS	-	-	-	-	600	600	-	600	
A1210	106000	CLERICAL SALARIES	39,577	43,018	42,617	42,616	43,018	43,018	32,264	43,018	
A1210	120000	HEALTH INSURANCE BUY-OUT	4,615	2,500	4,124	4,123	1,950	1,950	-		
A1210	190000	SEVERANCE/RETIREMENT	-	-	-	-	-	-	-		
A1210	220000	OFFICE EQUIPMENT	-	100	-	-	187	187	149	150	
A1210	416000	MATERIALS & SUPPLIES	496	500	898	897	1,061	1,061	450	1,000	
A1210	443200	TRAINING	45	250	305	305	289	289	-	300	
A1210	467000	ASSOCIATION DUES	375	425	350	350	500	500	350	500	
A1210	820000	SOCIAL SECURITY	5,261	5,203	5,428	5,428	5,249	5,249	3,788	5,249	
TOTAL MAYOR			75,506	76,996	78,777	78,774	77,854	77,854	55,751	75,817	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1230 ADMINISTRATOR											
A1230	101000	REGULAR SALARIES	134,716	138,305	138,609	138,609	204,305	202,305	120,652	140,305	
A1230	105200	SICK LEAVE BONUS	600	600	-	-	1,200	1,200	600	1,200	
A1230	106000	CLERICAL SALARIES	56,366	56,666	57,271	57,270	56,867	56,867	42,979	56,867	
A1230	250000	PURCHASE EQUIPMENT	-	500	495	494	500	2,261	1,674	500	
A1230	413000	GAS & DIESEL	135	200	153	153	200	173	-	102	
A1230	416000	MATERIALS & SUPPLIES	1,307	1,000	370	370	500	1,441	1,406	500	
A1230	440000	EXECUTIVE RECRUITMENT						30,239	6,000		
A1230	443200	TRAINING	273	1,000	1,175	1,175	1,000	144	144	1,000	
A1230	447200	REPAIR OF EQUIPMENT	-	-	-	-				500	
A1230	452000	CONSULTANT	368	-	61,929	61,929	-	-	-		
A1230	462000	TRAVEL	3	500	5	5	200	55	-	100	
A1230	467000	ASSOCIATION DUES	2,197	2,000	1,800	1,800	2,500	2,500	1,400	2,500	
A1230	820000	SOCIAL SECURITY	14,170	14,961	14,446	14,446	20,071	20,071	12,074	15,175	
TOTAL ADMINISTRATOR			210,135	215,732	276,253	276,251	287,343	317,256	186,929	218,749	
1325 FINANCE											
A1325	101000	REGULAR SALARIES	281,589	289,507	290,156	290,155	292,641	292,641	219,363	295,033	
A1325	105000	OVERTIME	2,773	3,500	3,981	3,980	4,500	4,500	3,057	4,500	
A1325	105200	SICK LEAVE BONUS	1,200	1,800	1,200	1,200	1,200	1,200	1,200	3,000	
A1325	120000	HEALTH INSURANCE BUY-OUT	6,000	5,000	5,000	5,000	5,000	5,000	2,500	5,000	
A1325	250000	EQUIPMENT	1,980	750	-	-	750	3,750	3,663	500	
A1325	416000	MATERIALS & SUPPLIES	3,798	3,200	3,854	3,354	3,500	3,500	2,361	3,500	
A1325	440700	ANNUAL AUDIT	30,500	31,500	31,500	31,500	33,000	33,000	20,000	34,500	
A1325	440702	GASB 45 VALUATION	8,375	4,000	4,875	4,875	18,500	14,625	14,625	4,875	
A1325	441500	SOFTWARE & SUPPORT	42,382	44,472	47,663	47,663	49,965	56,080	17,243	50,670	
A1325	443200	TRAINING	15	2,000	55	55	6,000	760	760	6,000	
A1325	462000	TRAVEL	215	300	-	-	300	300	-	300	
A1325	467000	ASSOCIATION DUES	170	500	492	492	500	500	180	500	
A1325	820000	SOCIAL SECURITY	21,643	22,935	21,998	21,998	23,206	23,206	16,541	23,526	
TOTAL FINANCE			400,640	409,464	410,774	410,272	439,062	439,062	301,493	431,904	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1355 ASSESSMENT											
A1355	105200	SICK LEAVE BONUS	300	300	300	300	300	300	300	300	
A1355	109100	PART TIME CLERICAL	17,587	18,007	19,563	19,562	19,087	19,087	14,660	22,023	
A1355	416000	MATERIALS & SUPPLIES	1,071	1,100	1,100	989	1,100	1,100	117	1,000	
A1355	450200	APPRAISERS	-	8,000	9,250	9,250	7,000	6,882	-	7,000	
A1355	452009	JOINT ASSESSOR AGREEMENT	47,956	49,404	49,629	49,629	51,118	51,236	51,236	52,362	
A1355	820000	SOCIAL SECURITY	1,368	1,378	1,520	1,520	1,460	1,460	1,144	1,708	
TOTAL ASSESSMENT			68,282	78,189	81,362	81,250	80,065	80,065	67,457	84,393	
1362 TAX ADVERTISING & EXPENSE											
A1362	441500	COMPUTER SUPPORT/DATA PR	10,464	10,500	10,500	10,334	10,500	10,500	-	10,500	
TOTAL TAX ADVERTISING & EXPENSE			10,464	10,500	10,500	10,334	10,500	10,500	-	10,500	
1364 PROPERTY ACQUIRED											
A1364	468001	EXPENSE ON PROPERTY ACQU	10,950	4,000	8,840	8,839	4,000	8,035	8,034	4,000	
TOTAL PROPERTY ACQUIRED			10,950	4,000	8,840	8,839	4,000	8,035	8,034	4,000	
1380 FISCAL AGENT FEES											
A1380	461200	FISCAL AGENT FEE	66,113	25,000	17,500	-	25,000	10,965	6,349	25,000	
A1380	461202	ANNUAL FILING STATEMENT	2,500	2,500	2,500	2,500	2,500	2,500	-	2,500	
TOTAL FISCAL AGENT FEES			68,613	27,500	20,000	2,500	27,500	13,465	6,349	27,500	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1410 CITY CLERK											
A1410	101000	REGULAR SALARIES	69,514	83,579	83,579	83,740	101,896	101,896	76,170	104,126	
A1410	105000	OVERTIME	1,877	500	200	183	500	500	213	500	
A1410	105200	SICK LEAVE BONUS			300	300	-	-	-	600	
A1410	120000	HEALTH INSURANCE BUY-OUT	2,500	2,500	2,500	2,500	2,500	2,500	2,500	5,000	
A1410	416000	MATERIALS & SUPPLIES	1,256	1,500	4,201	4,201	2,300	3,100	1,444	2,000	
A1410	440801	FILING FEE COUNTY CLERK	63	100	202	202	100	100	-	100	
A1410	441000	BOOK BINDING	1,000	3,000	2,262	2,262	2,000	2,000	-	1,000	
A1410	441400	CODIFICATION	9,503	10,000	10,000	4,132	9,000	19,000	5,056	12,000	
A1410	441500	SOFTWARE & SUPPORT	4,862	12,322	11,212	11,212	58,022	58,022	39,086	15,272	
A1410	443200	TRAINING	157				1,000	200	-	500	
A1410	447000	RENTAL OF EQUIPMENT	2,064	2,080	2,080	1,646	1,966	1,966	1,474	1,962	
A1410	465000	POSTAGE	11,254	10,000	10,166	10,166	10,000	10,000	7,769	10,552	
A1410	467000	ASSOCIATION DUES	60	100	100	100	100	100	100	100	
A1410	470100	ADVERTISING	7,562	7,500	7,299	6,353	5,500	5,500	2,131	4,000	
A1410	820000	SOCIAL SECURITY	5,653	6,623	6,623	6,634	8,025	8,025	6,024	8,386	
TOTAL CITY CLERK			117,325	139,804	140,724	133,631	202,909	212,909	141,967	166,098	
1420 LAW											
A1420	450400	ATTORNEYS	108,654	100,000	146,368	146,368	100,000	122,100	72,957	100,000	
A1420	450433	TAX CERTIORARI MATTERS	15,831	12,000	11,707	9,210	10,000	10,000	4,365	7,500	
A1420	450436	IN REM	56,055	75,000	46,823	46,360	68,000	68,000	35,659	65,500	
A1420	450437	PROPERTY ASSESSMENT SETT	-	22,000	-	-	20,000	20,000	-	20,000	
A1420	450439	CSEA MATTERS	8,944	36,500	51,860	51,860	56,250	56,250	18,844	43,625	
A1420	450440	IAFF/FIRE MATTERS	6,806	12,000	12,000	6,243	45,000	45,000	29,885	49,500	
A1420	450442	PBA MATTERS	43,583	60,000	64,294	64,294	45,000	45,000	30,206	45,625	
A1420	450454	EMPLOYEE DISCIPLINE	6,019	20,000	22,050	22,050	20,000	20,000	-	20,000	
A1420	450461	TRAFFIC COURT	24,070	24,000	24,000	24,000	24,000	24,000	12,000	24,000	
A1420	450461	COVID EXPENSES						21,523	21,410		
A1420	450462	POLICE REFORM								11,250	
A1420	450600	ARBITRATORS	6,363	3,000	7,891	7,891	3,000	3,300	3,300	3,000	
A1420	456500	CIVIL ACTION EXPENSE	-	10,000	40,149	40,148	10,000	9,700	4,612	10,000	
TOTAL LAW			276,325	374,500	427,142	418,424	401,250	444,873	233,238	400,000	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1430 HUMAN RESOURCES											
A1430	101000	REGULAR SALARIES	-	-	-	-	-	-	-	88,000	
A1430	105200	SICK LEAVE BONUS	-	-	-	-	-	-	-	-	
A1430	250000	PURCHASE EQUIPMENT	-	-	-	-	-	-	-	-	
A1430	416000	MATERIALS & SUPPLIES	-	-	-	-	-	-	-	600	
A1430	443200	TRAINING	-	-	-	-	-	-	-	9,640	
A1430	453800	WORKPLACE SERVICES	-	-	-	-	-	-	-	8,640	
A1430	467000	ASSOCIATION DUES	-	-	-	-	-	-	-	633	
A1430	470100	ADVERTISING	-	-	-	-	-	-	-	600	
A1430	820000	SOCIAL SECURITY	-	-	-	-	-	-	-	6,732	
TOTAL HUMAN RESOURCES			-	-	-	-	-	-	-	114,845	
1440 ENGINEERING											
A1440	454000	ENGINEERS	16,410	32,000	32,460	27,470	32,000	32,000	10,718	49,700	
TOTAL ENGINEERING			16,410	32,000	32,460	27,470	32,000	32,000	10,718	49,700	

2021 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1620 PUBLIC BUILDINGS											
A1620	101000	REGULAR SALARIES	43,175	43,075	43,184	43,184	45,522	45,522	34,038	48,125	
A1620	105000	OVERTIME	308	600	549	548	1,000	3,594	3,573	1,000	
A1620	105200	SICK LEAVE BONUS					1,000	800	-	-	
A1620	119000	CLOTHING ALLOWANCE	300	650	650	650	650	650	650	650	
A1620	120000	HEALTH INSURANCE BUY-OUT		2,500	2,500	2,500	2,500	2,500	1,250	2,500	
A1620	250000	EQUIPMENT									
A1620	250092	PURCHASE OF PROPERTY			32,500	32,500		4,875	4,875		
A1620	411000	CLEANING SUPPLIES	4,461	5,000	8,897	8,896	8,000	8,000	7,363	9,000	
A1620	412600	MUN.CENTER GAS/OIL FOR HE	9,278	9,200	9,200	8,921	9,504	9,504	5,498	10,224	
A1620	412610	BEACON ENGINE GAS/OIL FOR	3,827	7,500	7,500	2,765	2,374	2,374	2,112	-	
A1620	412620	TOMPKINS HOSE GAS/OIL FOR	4,474	4,500	4,500	3,869	4,707	4,707	2,735	4,848	
A1620	412630	MASE HOOK & LADDER GAS/OIL	3,182	3,000	3,728	3,727	4,018	4,018	1,507	2,744	
A1620	412640	MEMORIAL BUILDING GAS/OIL F	4,555	5,200	5,425	5,424	5,478	5,478	2,875	5,422	
A1620	416000	MATERIALS & SUPPLIES	7,434	7,500	9,292	8,359	7,500	7,500	5,476	7,500	
A1620	416008	COVID MATERIALS & SUPPLIES						57,700	53,689		
A1620	422000	MUNICIPAL CENTER ELECTRIC	34,659	45,435	38,364	-	-	-	-	1,451	
A1620	422005	WELCOME CENTER ELECTRIC	1,301	1,302	1,486	1,486	1,569	1,569	813	-	
A1620	422010	BEACON ENGINE ELECTRIC	4,887	5,489	5,500	5,500	5,894	5,894	3,355	-	
A1620	422020	TOMPKINS HOSE ELECTRIC	7,336	9,564	2,064	-	-	-	-	-	
A1620	422030	MASE HOOK & LADDER ELECTF	6,249	6,327	6,327	4,922	5,722	5,722	4,816	5,719	
A1620	422040	MEMORIAL BUILDING ELECTRIC	4,383	5,362	62	-	-	-	-	-	
A1620	422060	AREA LIGHTS ELECTRIC	1,109	1,300	1,600	550	1,045	1,045	473	818	
A1620	442000	EXTERMINATOR	1,107	1,700	2,044	2,044	1,700	1,600	690	1,500	
A1620	444000	COVID - JANITORIAL SERVICE						27,441	16,162	20,000	
A1620	445100	MAINTENANCE OF EQUIPMENT	55,858	55,000	55,929	53,884	55,000	60,810	45,719	65,000	
A1620	446800	PARKING LOT REPAIRS	10,938	18,000	18,334	-	18,000	16,757	-	18,000	
A1620	447300	REPAIR OF REAL PROPERTY	6,694	8,000	7,277	5,393	8,000	21,300	17,002	8,000	
A1620	447301	REPAIR OF MUNICIPAL CENTER	7,613	22,000	20,325	20,139	18,000	53,095	58,996	20,000	
A1620	447302	REPAIR OF MEMORIAL BLDG R	2,069	2,000	2,000	965	1,000	1,000	-	2,000	
A1620	447307	REPAIR REAL PROP - FIREHOU	5,672	5,000	5,675	5,468	5,000	10,243	8,693	5,000	
A1620	820000	SOCIAL SECURITY	3,306	3,582	3,587	3,587	3,876	3,876	3,023	3,999	
TOTAL PUBLIC BUILDINGS			234,175	278,786	298,499	225,281	217,059	367,574	285,383	243,500	

2021 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1650 CENTRAL COMMUNICATION SYSTEMS											
A1650	423000	TELEPHONES	18,924	23,635	23,635	31,451	23,000	23,000	20,516	27,354	
A1650	423001	CELL PHONES	14,053	15,624	22,033	12,307	13,848	13,848	8,668	11,604	
TOTAL CENTRAL COMMUNICATION SYSTEMS			32,977	39,259	45,668	43,758	36,848	36,848	29,184	38,958	
1670 CENTRAL PRINTING											
A1670	446000	PRINTING/COPIER LEASE (Downst)	2,286	3,000	3,000	2,294	3,000	3,000	1,238	2,500	
A1670	446002	PRINTING/COPIER LEASE (Upst)	4,651	4,400	4,400	2,562	4,400	4,400	2,381	3,600	
A1670	446003	PRINTING/COPIER LEASE (Police)	7,627	8,000	8,000	7,627	8,000	8,000	4,588	7,800	
TOTAL CENTRAL PRINTING			14,564	15,400	15,400	12,483	15,400	15,400	8,207	13,900	
1680 TECHNOLOGY											
A1680	250000	PURCHASE EQUIPMENT	24,692	26,266	26,266	26,218	36,837	36,837	32,518	37,415	
A1680	410400	WEB SITE FEES	5,500	5,500	11,000	11,000	11,000	12,535	11,890	11,000	
A1680	444100	PROFESS. LICENSE/PERMITS	28,774	27,719	27,719	27,476	33,506	33,506	28,536	33,231	
A1680	452003	IT CONSULTANT	47,182	49,500	54,405	54,405	54,000	54,000	40,050	54,000	
TOTAL TECHNOLOGY			106,148	108,985	119,390	119,099	135,343	136,878	112,994	135,646	
1910 INSURANCE											
A1910	430000	INSURANCE PACKAGE POLICY	423,596	421,704	421,704	405,266	429,000	429,000	423,217	437,580	
A1910	432100	INSURANCE VOLUNTEER ACCIDENT	4,108	9,500	9,500	4,330	4,400	4,400	4,318	-	
A1910	434000	INSURANCE DEDUCTIBLES	-	2,000	1,561	-	2,000	465	-	2,000	
TOTAL INSURANCE			427,704	433,204	432,765	409,596	435,400	433,865	427,535	439,580	
1920 MUNICIPAL ASSOCIATION DUES											
A1920	467000	ASSOCIATION DUES	570	1,000	1,180	1,180	1,100	1,100	415	1,100	
A1920	467100	ASSOCIATION DUES-NYCOM	5,491	5,491	5,491	5,491	5,491	5,491	5,491	5,491	
TOTAL MUNICIPAL DUES			6,061	6,491	6,671	6,671	6,591	6,591	5,906	6,591	
1980 GENERAL ADMINISTRATION											
A1980	400099	MTA PAYROLL TAX	25,184	26,867	26,869	25,839	28,441	28,441	20,003	29,071	
TOTAL GENERAL ADMINISTRATION			25,184	26,867	26,869	25,839	28,441	28,441	20,003	29,071	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1990 CONTINGENCY											
A1990	400001	CONTINGENCY FUND	-	187,500	-	-	233,500	4,241	-	448,637	
A1990	400004	CONTINGENCY-RETIREMENT	-	244,616	13,047	-	242,000	-	-	265,000	
A1990	400008	CONTINGENCY COVID								50,000	
TOTAL CONTINGENCY			-	432,116	13,047	-	475,500	4,241	-	763,637	
3120 POLICE											
A3120	100200	POLICE CHIEF SALARY	144,481	146,577	148,334	148,334	147,733	147,733	106,480	144,945	
A3120	100300	POLICE CAPTAIN SALARY	104,402	122,461	120,704	120,469	120,205	90,205	60,565	120,205	
A3120	101000	REGULAR SALARIES	2,168,745	2,215,017	2,219,166	2,252,687	2,315,341	2,315,341	1,798,838	2,463,580	
A3120	101002	POLICE RETRO	-		64,361	67,563			-		
A3120	102000	CROSSING GUARD SALARIES	37,808	38,500	39,310	39,310	41,460	41,460	24,547	44,105	
A3120	105000	OVERTIME	466,188	475,000	475,000	449,685	475,000	475,000	422,127	475,000	
A3120	105001	OVERTIME-BUCKLE UP NY		4,125	4,125	4,089	3,575	3,575	-	3,575	
A3120	105004	OVERTIME-STOP DWI	2,301	1,500	1,500	1,325	1,500	1,500	-	1,500	
A3120	105005	OVERTIME-SCHOOL DISTRICT	5,074			3,856	4,500	4,500	2,008	4,500	
A3120	105008	OVERTIME-POLICE TRAFFIC SE	10,875	4,950	4,967	4,967	4,950	4,950	4,083	4,920	
A3120	105018	OT - EVENTS	16,972	8,000	8,000	19,032	20,000	20,000	142	21,975	
A3120	105019	OT - COVID							6,318	-	
A3120	105200	SICK LEAVE BONUS	18,050	14,466	14,466	13,407	21,000	20,000	15,890	16,253	
A3120	105201	OUT OF TITLE	-	1,000	1,000	-	-	-	-	2,000	
A3120	105400	K-9 CARE	20,081	20,408	20,408	19,803	20,772	20,772	15,264	-	
A3120	106000	CLERICAL SALARIES	70,362	52,397	52,966	52,966	52,396	52,396	39,297	52,396	

2021 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
A3120	106001	POLICE ASSISTANT	27,234	32,292	32,292	31,781	45,373	45,373	29,390	45,373	
A3120	108001	HOLIDAY PAY	91,986	101,781	101,781	94,171	106,406	106,406	-	113,215	
A3120	119000	CLOTHING ALLOWANCE	22,100	21,500	22,958	22,957	22,200	21,500	20,200	20,300	
A3120	120000	HEALTH INSURANCE BUY	17,500	15,000	13,476	13,476	15,000	15,000	-	15,000	
A3120	190000	SEVERANCE/RETIREMENT PAY	9,907		5,623	5,622		185,833	185,833		
A3120	220001	COMPUTER EQUIPMENT	20,227	28,743	28,743	28,645	31,798	27,840	7,479	41,283	
A3120	250000	EQUIPMENT	66,829	12,442	63,271	46,082	60,693	60,693	24,241	29,016	
A3120	250090	EQUIPMENT - BYRNE/JAG	-		10,000	8,402				10,000	
A3120	251200	BODY ARMOR	6,880	8,600	5,600	4,234	8,600	8,600	4,540	9,100	
A3120	412400	FIREARMS	19,236	30,000	45,493	41,313	36,126	36,826	34,885	36,557	
A3120	412401	LESS LETHAL	8,275	7,521	6,521	2,554	8,170	11,395	10,682	3,396	
A3120	413000	GAS & DIESEL	32,100	44,936	36,936	31,017	42,551	42,551	9,911	35,893	
A3120	416000	MATERIALS & SUPPLIES	17,571	14,849	14,128	12,755	16,000	16,000	6,777	16,000	
A3120	416000	COVID - MATERIALS & SUPPLIES						9,800	10,004		
A3120	416700	DOG FOOD & SUPPLIES	1,060	1,600	2,163	1,589	1,750	1,750	1,422	-	
A3120	416800	TICKETS	41,245	40,000	40,000	52,967	42,500	42,500	17,382	42,500	
A3120	417501	CHILD SAFETY PROGRAM-GRA	1,927	2,500	2,500	2,455	1,750	1,750	1,044	1,750	
A3120	418900	TRAFFIC LIGHTS	13,593	15,000	13,000	7,356	11,000	11,000	4,412	11,000	
A3120	419000	CLOTHING REPAIRS	60	250	250	195	250	271	270	350	
A3120	422015	CAMERA ELECTRIC	510	608	608	368	500	500	251	414	
A3120	440200	AUTO BODY REPAIRS	2,788	6,000	23,622	20,742	6,000	6,000	6,434	6,000	
A3120	443200	TRAINING	19,845	10,000	8,500	7,863	10,000	10,000	3,983	10,000	
A3120	443203	CANDIDATE EVALUATION	6,338	4,800	6,600	5,001	8,160	8,139	1,500	8,160	
A3120	445100	MAINTENANCE OF EQUIPMENT	28,346	42,913	49,899	49,898	52,588	48,220	31,059	52,588	
A3120	447000	RENTAL OF EQUIPMENT	36,865	31,016	38,593	33,808	31,776	35,444	27,966	31,776	
A3120	447200	REPAIR OF EQUIPMENT	19,272	26,000	26,303	21,755	26,000	26,000	16,602	26,000	
A3120	453000	MEDICAL EMERGENCY SERVIC	125	400	250	125	400	400	210	350	
A3120	459300	VETERINARY SERVICES	3,214	3,100	3,575	3,549	3,650	3,650	1,734	-	
A3120	462000	TRAVEL	360	500	500	423	500	500	275	500	
A3120	464000	MEALS, LAUNDRY	718	1,000	1,000	629	1,000	1,000	67	1,000	
A3120	467000	ASSOCIATION DUES	2,990	3,500	3,500	2,665	3,580	3,580	3,165	3,580	
A3120	810000	RETIREMENT	680,290	674,010	674,010	742,189	764,725	764,725	-	841,411	
A3120	820000	SOCIAL SECURITY	233,036	249,388	249,388	238,125	260,284	260,284	186,321	270,339	
TOTAL POLICE			4,497,766	4,534,650	4,705,390	4,732,204	4,847,762	5,010,962	3,143,598	5,037,804	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
3130 DETECTIVES											
A3130	101000	REGULAR SALARIES	459,590	470,341	470,341	436,820	451,193	451,193	365,192	590,018	
A3130	101002	Retro			15,628	12,425			-		
A3130	105000	OVERTIME	43,180	70,000	70,000	65,066	70,000	70,000	44,813	70,000	
A3130	105200	SICK LEAVE BONUS	2,750	5,500	5,500	2,500	4,000	5,000	5,000	5,500	
A3130	105202	ON-CALL STIPEND	9,629	10,400	10,400	9,829	10,400	10,400	7,772	10,400	
A3130	106000	CLERICAL SALARIES	18,916	48,689	48,689	48,397	48,689	48,689	36,516	48,897	
A3130	108001	HOLIDAY PAY	16,399	21,708	21,658	21,252	20,824	20,824	2,781	27,232	
A3130	119000	CLOTHING ALLOWANCE	3,400	3,500	3,550	3,550	3,500	4,200	4,200	4,200	
A3130	120000	HEALTH INSURANCE BUY	2,500	5,000	5,000	5,000	5,000	5,000	1,250	7,500	
A3130	190000	SEVERANCE/RETIREMENT PAY	7,972		63,054	63,056					
A3130	250000	EQUIPMENT	2,456	7,765	7,765	7,717	2,000	2,000	1,943	2,489	
A3130	416000	MATERIALS & SUPPLIES	2,004	3,400	3,400	2,979	6,000	6,000	3,365	7,000	
A3130	445100	SOFTWARE & SUPPORT					2,495	2,495	2,495	1,995	
A3130	462002	PRISONER TRANSPORT	341	1,500	1,500	423	1,500	1,500	275	1,500	
A3130	468200	TOWING/IMPOUNDS	4,435	500	4,500	4,000	750	8,250	7,493	750	
A3130	820000	SOCIAL SECURITY	34,348	48,206	48,206	44,051	46,558	46,558	41,469	57,853	
TOTAL DETECTIVES			607,920	696,509	779,191	727,065	672,909	682,109	524,564	835,334	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
3410 FIRE											
A3410	100200	FIRE CHIEF	93,892	95,700	95,912	95,911	95,700	95,700	71,775	95,700	
A3410	101000	REGULAR SALARIES	875,426	830,577	829,152	829,151	1,015,986	1,015,986	734,572	1,030,639	
A3410	103600	CAREER TRAINING OFFICER	8,547	8,500	8,524	8,523	9,000	9,000	3,294		
A3410	103700	TRAINING CERTIFICATION	24,000	26,000	26,000	26,000	32,000	32,000	32,000	32,000	
A3410	105101	OVERTIME	246,391	171,000	225,825	245,273	205,776	222,946	210,213	249,700	
A3410	105200	SICK LEAVE BONUS	1,850	2,750	1,850	1,850	2,000	2,000	1,600	2,600	
A3410	105203	SICK LEAVE SELLBACK	1,003	-	-	-					
A3410	119000	CLOTHING ALLOWANCE	7,500	8,400	8,100	8,100	10,200	10,200	9,600	10,200	
A3410	120000	HEALTH INSURANCE BUY-OUT	6,463	5,000	12,918	12,917	10,000	10,000	-	2,500	
A3410	190000	SEVERANCE/RETIREMENT	30,161	-	111,536	111,535	15,000	55,136	55,064		
A3410	250000	EQUIPMENT	36,241	36,426	43,018	38,203	43,260	43,183	31,143	38,600	
A3410	250013	EQUIPMENT FOR TRAINING	978	1,000	1,000	958	1,000	1,000	-	1,000	
A3410	250028	CONFINED SPACE EQUIPMENT	2,351	2,500	2,500	2,499	2,500	2,577	2,576	2,500	
A3410	413000	GAS & DIESEL	20,103	21,846	22,810	22,810	25,229	25,208	9,628	20,528	
A3410	416000	MATERIALS & SUPPLIES	6,825	8,500	8,992	7,124	8,500	8,500	4,161	8,500	
A3410	416008	COVID- MATERIALS & SUPPLIES						2,437	2,324	500	
A3410	432201	VOLUNTEER SERVICE AWARD	66,477	62,210	62,550	62,550	58,237	58,324	58,324	55,900	
A3410	441500	COMPUTER SUPPORT/DATA	2,665	2,800	2,800	2,745	2,800	2,821	2,821	2,800	
A3410	443200	RECRUIT & OFFICER TRAINING	10,233	10,000	10,000	9,505	20,000	19,913	13,422	34,000	
A3410	447200	REPAIR OF EQUIPMENT	48,651	40,000	40,711	34,824	32,894	32,894	25,914	32,640	
A3410	453700	EMPLOYEE PHYSICALS	4,018	6,000	4,000	3,748	6,000	6,000	2,696	6,000	
A3410	461900	FIRE PREVENTION	1,387	2,000	2,000	1,992	2,000	2,000	845	-	
A3410	462000	TRAVEL	1,708	2,000	1,950	1,009	2,000	2,000	605	1,800	
A3410	467000	ASSOCIATION DUES	509	534	600	600	600	600	375	600	
A3410	810000	RETIREMENT	250,144	247,842	247,842	263,218	268,534	268,534	-	241,096	
A3410	820000	SOCIAL SECURITY	96,162	87,816	96,816	99,398	106,768	109,838	82,321	108,885	
TOTAL FIRE			1,843,685	1,679,401	1,867,406	1,890,443	1,975,984	2,038,797	1,355,273	1,978,688	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
3510 ANIMAL CONTROL											
A3510	103101	ANIMAL WARDEN	720	1,800	1,800	780	1,800	1,800	300	850	
A3510	413000	GAS & DIESEL	-	100	100	-	-	-	-	-	
A3510	416000	MATERIALS & SUPPLIES	463	100	400	135	150	150	65	535	
A3510	443200	TRAINING	-	-	250	250	350	350	-	300	
A3510	445100	MAINTENANCE OF EQUIPMENT	-	200	-	-	200	200	-	250	
A3510	447200	REPAIR OF EQUIPMENT	-		250	-	250	250	-	250	
A3510	459300	VETERINARY SERVICES	-	500	500	-	500	500	-	500	
A3510	459301	DOG HOUSING	630	4,000	3,400	1,155	750	750	250	750	
A3510	462000	TRAVEL	-			-	265	265	-		
A3510	820000	SOCIAL SECURITY	55	138	138	60	138	138	23	65	
TOTAL ANIMAL CONTROL			1,868	6,838	6,838	2,380	4,402	4,402	638	3,500	
3620 BUILDING DEPARTMENT											
A3620	101000	REGULAR SALARIES	189,176	281,763	281,763	214,859	272,448	272,448	158,496	216,215	
A3620	105000	OVERTIME	306	2,000	2,000	244	2,000	2,000	1,252	1,000	
A3620	105200	SICK LEAVE BONUS	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,800	
A3620	120000	HEALTH INSURANCE BUY-OUT	2,500	2,500	2,500	2,500	2,500	2,500	1,250	2,500	
A3620	250000	EQUIPMENT	-	500	500	-	-	-	-	-	
A3620	411900	EDUCATIONAL SUPPLIES	1,656	2,000	2,000	1,521	5,000	5,000	3,503	2,500	
A3620	413000	GAS & DIESEL	1,565	2,351	2,351	1,450	2,067	2,067	625	1,742	
A3620	416000	MATERIALS & SUPPLIES	1,845	2,500	3,114	1,759	2,500	2,500	1,001	2,000	
A3620	441500	SOFTWARE & SUPPORT	900	2,000	2,000	-	900	900	-	95,000	
A3620	442400	EMERGENCY SECURE BUILDIN	1,403	2,000	2,000	-	2,000	2,000	-	500	
A3620	443200	TRAINING	1,335	2,000	2,000	1,220	2,000	2,000	945	1,500	
A3620	447200	REPAIR OF EQUIPMENT	36	700	700	681	700	700	15	700	
A3620	820000	SOCIAL SECURITY	14,105	21,991	21,991	16,003	21,278	21,278	11,835	16,946	
TOTAL BUILDING DEPT			216,027	323,505	324,119	241,437	314,593	314,593	180,122	342,403	

2021 CITY OF BEACON BUDGET

GENERAL FUND EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
5110 HIGHWAY											
A5110	100401	SUPERINTENDENT SALARY	84,662	89,160	89,160	89,537	89,160	89,160	67,949	90,260	
A5110	101000	REGULAR SALARIES	863,758	985,375	984,487	916,469	978,970	978,970	628,417	970,196	
A5110	103100	TEMPORARY POSITION	27,531	28,000	28,000	26,878	29,120	28,520	1,313	12,480	
A5110	105000	OVERTIME	31,597	32,000	29,023	24,222	32,000	34,000	30,558	32,000	
A5110	105200	SICK LEAVE BONUS	4,200	2,400	3,000	3,000	600	1,200	1,200	3,000	
A5110	112500	MEALS	413	1,000	1,000	203	1,000	1,000	42	500	
A5110	119000	CLOTHING ALLOWANCE	7,078	9,425	9,425	8,550	9,425	9,425	7,775	9,425	
A5110	120000	HEALTH INSURANCE BUY-OUT	10,673	10,000	10,000	5,342	10,000	10,000	2,500	5,000	
A5110	190000	SEVERANCE/RETIREMNT PAY	67,331		510	510		41,328	41,327		
A5110	250000	EQUIPMENT	2,483	1,500	1,500	658	1,500	1,500	-	1,500	
A5110	410100	ANTI-FREEZE	-	500	500	486	500	500	459	500	
A5110	411200	CONCRETE/CEMENT	-	2,000	2,000	1,456	5,500	5,500	707	5,500	
A5110	411300	BLACKTOP	15,044	25,000	20,556	13,308	20,000	20,000	3,954	20,000	
A5110	411400	CEMENT	1,365	1,200	2,455	2,249	-	-	-		
A5110	412300	FENCE	341	500	500	346	500	500	440	500	
A5110	412660	HIGHWAY GAS FOR HEAT	8,989	11,700	9,700	5,715	3,973	3,973	3,251	6,131	
A5110	412801	FLAGS	1,498	1,600	1,600	1,590	1,600	2,496	2,495	2,000	
A5110	412802	FLOWERS & LANDSCAPING	2,200	2,400	2,400	2,200	2,600	3,600	2,572	3,600	
A5110	413000	GAS & DIESEL	59,726	58,845	44,907	39,919	60,421	59,108	6,921	49,590	
A5110	413001	BVAC GAS	8,185	12,073	12,073	8,722	12,773	12,773	2,010	10,238	
A5110	413002	VEHICLE OIL	6,233	6,000	6,000	5,708	6,000	6,000	2,377	6,000	
A5110	413200	GRATES	-	2,000	2,000	1,296	2,000	2,000	-	2,000	
A5110	413500	GREASE & LUBES	526	650	650	590	650	650	591	750	
A5110	415400	TOOLS	1,466	3,000	3,000	2,854	3,000	3,000	776	3,000	
A5110	416000	MATERIALS & SUPPLIES	17,893	19,000	16,013	13,301	19,000	18,417	9,411	19,000	
A5110	416008	COVID - MATERIALS & SUPPLIES						1,734	1,734		
A5110	416300	PAINTS	643	1,000	1,000	712	1,000	900	-	1,000	
A5110	416400	PIPE	285	2,000	500	320	2,000	2,000	314	1,500	
A5110	417000	RADIO SUPPLIES	-	2,000	1,000	883	2,000	2,000	-	2,000	
A5110	417100	ROAD MARKINGS	21,526	25,000	24,325	24,014	25,000	25,000	-	25,000	
A5110	417200	GUARD RAILS			6,438	6,438	6,000	2,344	-	6,000	
A5110	417500	SAFETY SUPPLIES	854	2,000	2,000	1,704	2,000	2,000	1,397	2,000	
A5110	417900	SIGNS & POSTS	19,675	4,000	4,440	3,309	4,000	7,656	6,489	7,000	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
A5110	418200	STONE	-	5,000	238	-	5,000	5,000	-	3,000	
A5110	418600	TUBES & TIRES	11,140	10,000	10,474	9,851	10,000	10,000	406	10,000	
A5110	418800	TAR	30,486	32,000	32,000	32,000	32,000	32,000	-	32,000	
A5110	419000	UNIFORM CLEANING	1,610	1,550	1,550	1,364	1,550	1,550	844	1,550	
A5110	419600	WEED CONTROL	-	950	950	-	4,000	4,000	3,600	4,000	
A5110	419700	WELDING SUPPLIES	1,491	1,500	2,470	2,469	1,500	1,500	-	1,500	
A5110	422081	NEW DPW ELECTRIC	11,158	13,835	6,335	1,568	1,360	1,360	1,188	1,623	
A5110	424001	NEW DPW WATER & SEWER	1,048	1,200	1,421	1,420	1,200	1,200	504	2,000	
A5110	443200	TRAINING	2,360	1,000	1,000	693	1,000	1,000	577	1,000	
A5110	444100	PROFESSIONAL LICENSE & PER	557	600	600	479	600	600	600	600	
A5110	445100	MAINTENANCE OF EQUIPMENT	3,849	29,096	29,446	28,301	30,200	30,200	16,310	30,200	
A5110	447000	RENT OF EQUIPMENT	-	3,300	1,300	697	3,300	3,300	240	3,300	
A5110	447200	REPAIR OF EQUIPMENT	66,743	65,000	45,520	40,718	65,000	65,000	41,947	75,000	
A5110	447213	REPAIR OF MAIN ST CLOCKS	1,030	1,500	1,500	1,077	1,500	1,500	-	1,500	
A5110	447214	REPAIR OF BUS SHELTERS	-				1,500	1,500	-	1,500	
A5110	447300	REPAIR OF REAL PROPERTY	42,244	3,000	4,564	4,564	6,000	6,000	1,713	6,000	
A5110	448000	TREE CARE/REMOVAL	1,875	15,000	15,000	11,912	22,000	23,100	18,500	25,000	
A5110	462000	TRAVEL	104	150	150	58	150	150	116	150	
A5110	820000	SOCIAL SECURITY	80,736	88,538	88,538	77,634	87,996	87,996	56,222	85,899	
TOTAL HIGHWAY			1,522,606	1,614,547	1,563,218	1,427,294	1,608,148	1,654,210	969,746	1,583,492	
5142 SNOW											
A5142	105000	OVERTIME	56,335	90,000	92,977	92,977	90,000	90,000	8,149	90,000	
A5142	112500	MEALS	2,128	2,500	2,625	2,625	2,500	2,500	175	2,500	
A5142	250000	EQUIPMENT	994	1,000	637	552	1,000	1,000	-	1,000	
A5142	416000	MATERIALS & SUPPLIES	8,654	3,500	3,638	3,137	3,500	3,500	-	3,500	
A5142	417600	SAND & SALT	169,133	160,000	160,100	160,099	160,000	160,000	97,751	130,000	
A5142	447000	RENTAL OF EQUIPMENT	-	3,000	3,000	-	3,000	3,000	-	3,000	
A5142	447200	REPAIR OF EQUIPMENT	24,623	32,000	32,000	27,166	30,000	30,000	12,764	30,000	
A5142	820000	SOCIAL SECURITY	4,284	7,076	7,076	6,999	7,076	7,076	597	7,076	
TOTAL SNOW			266,151	299,076	302,053	293,555	297,076	297,076	119,436	267,076	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
5182 STREET LIGHTS											
A5182	422090	STREET LIGHTS LIGHT & POWER	51,941	55,000	14,950	4,794	7,392	7,392	-	-	
A5182	447300	REPAIR OF REAL PROPERTY	771	2,000	13,961	13,067	24,000	24,000	2,721	15,000	
A5182	470300	STREET LIGHTS HOLIDAY DECORATION	2,400	2,500	2,500	1,522	2,500	2,500	148	1,500	
TOTAL STREET LIGHTS			55,112	59,500	31,411	19,383	33,892	33,892	2,869	16,500	
5630 BUS OPERATIONS											
A5630	464500	BUS LINE	8,858	11,000	11,259	11,258	24,100	24,100	-	13,310	
TOTAL BUS OPERATIONS			13,858	11,000	11,259	11,258	24,100	24,100	-	13,310	
7110 PARK											
A7110	101000	REGULAR SALARIES	92,150	112,534	110,862	105,098	128,126	128,126	71,489	128,869	
A7110	103100	TEMPORARY POSITION	13,828	14,000	15,835	15,834	14,560	14,560	14,625	24,960	
A7110	105000	OVERTIME	1,442	2,000	1,837	1,829	2,000	2,000	1,594	2,000	
A7110	105200	SICK LEAVE BONUS	600		-	-	600	600	600	600	
A7110	112500	MEALS	14	160	160	-	100	100	7	100	
A7110	119000	CLOTHING ALLOWANCE	1,200	1,300	1,300	1,300	1,300	1,300	1,300	1,300	
A7110	120000	HEALTH INSURANCE BUY-OUT	1,250	-	-	-			-		
A7110	190000	SEVERANCE/RETIREMENT PAY	-						-		
A7110	250000	EQUIPMENT	-	2,500	2,145	888	1,500	1,500	840	1,500	
A7110	250093	PARK IMPROVEMENTS			4,875	3,076				-	
A7110	412300	FENCE	-	250	250	-	250	250	-	250	
A7110	413000	GAS & DIESEL	4,570	5,208	5,208	5,393	5,825	5,825	1,720	4,696	
A7110	415400	TOOLS	-	500	500	291	500	500	111	500	
A7110	416000	MATERIALS & SUPPLIES	1,402	2,000	2,000	1,253	2,000	2,000	435	2,000	
A7110	416300	PAINTS	629	1,000	1,000	208	1,000	1,000	75	1,000	
A7110	417900	SIGNS & POSTS			-	-	-	-	-		
A7110	419600	WEED CONTROL	160	1,500	700	-	1,500	1,500	215	2,000	
A7110	422095	PARK ELECTRIC	16,322	21,495	12,470	5,191	5,531	5,531	3,368	5,611	
A7110	447200	REPAIR OF EQUIPMENT	4,557	2,500	3,441	3,074	3,000	3,000	1,351	2,000	
A7110	447300	REPAIR OF REAL PROPERTY	-	500	1,219	817	1,500	1,500	255	1,500	
A7110	820000	SOCIAL SECURITY	7,445	9,945	9,945	8,844	11,221	11,221	6,236	12,074	
TOTAL PARK			145,569	177,392	173,747	153,096	180,513	180,513	104,221	190,960	

2021 CITY OF BEACON BUDGET

**GENERAL FUND
EXPENSE (A)**

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
7112 SETTLEMENT CAMP PROPERTY											
A7112	250000	PURCHASE EQUIPMENT			6,230	6,230	-	-	-	-	
A7112	416000	MATERIAL & SUPPLIES	75	250	250	-	-	-	-	-	
A7112	422096	SETTLEMENT CAMP ELEC 300H	2,982	3,200	3,200	3,142	2,983	2,983	2,882	3,964	
A7112	444000	JANITOR SERVICE	5,675	5,000	4,759	4,675	5,000	3,200	-	5,000	
A7112	445100	MAINTENANCE OF EQUIP	-	1,200	1,140	763	1,200	1,200	32	1,200	
A7112	447300	REPAIR OF REAL PROPERTY	6,800	5,000	5,241	4,866	7,500	22,800	23,850	7,500	
A7112	448000	TREE CARE/REMOVAL	5,000	5,000	5,000	3,080	5,000	6,800	5,000	7,200	
A7112	449100	GARBAGE HAULING & REMOVAL			60	60					
TOTAL USC			20,532	19,650	25,880	22,816	21,683	36,983	31,764	24,864	
7140 RECREATION											
A7140	101000	REGULAR SALARY	103,476	107,625	108,767	108,766	109,973	109,973	82,975	112,050	
A7140	105000	OVERTIME	1,175	2,000	2,228	2,227	2,000	2,000	-	2,000	
A7140	105200	SICK LEAVE BONUS	1,500	1,500	1,500	600	2,100	2,100	1,200	2,100	
A7140	109102	RECREATION DIRECTOR	57,440	58,546	58,675	58,675	58,546	58,546	43,910	58,546	
A7140	119000	CLOTHING ALLOWANCE	300	325	325	325	975	975	162	975	
A7140	120000	HEALTH BUYOUT	-	-	-	-					
A7140	173100	SUMMER PLAYGROUND COUNS	50,249	57,000	53,801	51,550	55,000	55,000	-	55,000	
A7140	173102	AFTER SCHOOL COUNSELORS	48,312	60,900	60,900	49,889	60,000	60,000	35,936	60,000	
A7140	173103	AFTER SCHOOL ACTIVITY SPEC	24,881	36,000	36,000	26,640	36,000	35,000	6,780	9,000	
A7140	250000	EQUIPMENT	11,133	6,000	6,000	4,979	-	7,642	6,642	-	
A7140	413000	GAS & DIESEL	655	630	630	605	674	674	295	564	
A7140	416000	MATERIALS & SUPPLIES	2,845	2,500	1,915	1,671	2,500	2,492	865	2,500	
A7140	416007	AFTER SCHOOL MAT & SUPPLI	7,921	21,000	21,000	9,569	18,000	18,000	2,115	18,000	
A7140	416008	COVID - MATERIALS & SUPPLIES						546	1,435		
A7140	417601	PLAY SAND	130	1,100	1,100	646	1,000	1,008	1,008	-	
A7140	417602	PLAY SAFETY SURFACE	2,858	6,000	3,500	3,280	6,000	6,000	4,700	7,200	
A7140	417700	23 W CENTER PAPER SUPPLY	1,049	1,000	1,000	899	750	1,000	325	1,000	
A7140	422097	23 W CENTER ELECTRIC	9,517	11,723	5,196	5,089	5,261	5,261	2,934	5,005	
A7140	423202	23 W CENTER ALARM	2,655	2,500	2,500	1,078	2,500	2,500	743	2,500	
A7140	441500	SOFTWARE & SUPPORT	3,595				3,700	3,700	-	3,700	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
A7140	443200	TRAINING						305	305	-	
A7140	446000	PRINTING/COPIER LEASE	2,257	2,200	2,914	2,806	2,900	2,900	2,080	2,900	
A7140	446010	YARD SALE AD PRINTING	463	500	510	314	500	-	-	500	
A7140	447000	RENTAL OF EQUIPMENT	8,007	9,000	11,059	10,250	9,000	8,945	900	9,000	
A7140	447200	REPAIR OF EQUIPMENT	1,409	1,500	-	-					
A7140	447300	REPAIR OF PROPERTY	5,278	5,000	15,541	13,331	12,000	12,000	1,425	22,000	
A7140	462000	TRAVEL	96	100	100	102	100	100	-	100	
A7140	470500	COMMUNITY OUTREACH	573	1,500	1,500	1,214	1,500	1,500	-	1,500	
A7140	470600	CELEBRATION	7,972	10,000	8,090	7,630	12,500	12,500	1,705	19,000	
A7140	471500	FIREWORKS	7,500	7,500	8,500	8,500	8,500	8,500	-		
A7140	476306	SPORT CAMP	4,050	4,050	4,050	4,050	4,050	3,365	-	4,050	
A7140	477200	SOFTBALL - WOMENS	2,382	3,200	3,200	2,655	3,200	3,318	2,403	3,200	
A7140	477500	SUMMER BASKETBALL	6,691	6,500	6,791	6,790	6,500	6,500	-	6,500	
A7140	478100	SUMMER CAMP PROGRAM	5,107	7,500	7,080	5,237	7,500	8,067	6,290	7,500	
A7140	478400	SWIMMING PROGRAM	585	-	-	-					
A7140	478700	TENNIS	2,182	3,500	2,800	2,698	3,500	3,500	-	3,500	
A7140	479600	WOMENS VOLLEYBALL	177	350	350	-	350	350	-	350	
A7140	479800	YOUTH SERVICE GRANT	8,297	-	6,600	6,600	20,000	20,000	-		
A7140	479900	COMMUNITY INVESTMENT	-	2,000	2,000	740	1,000	1,000	-	20,000	
A7140	820000	SOCIAL SECURITY	19,447	22,024	22,070	19,685	22,077	22,077	11,696	22,236	
TOTAL RECREATION			412,164	462,773	468,192	419,090	480,156	487,344	218,829	462,476	
7141	SWIMMING POOL FACILITY										
A7141	173100	LIFEGUARDS	29,427	29,000	27,743	27,743	28,000	28,000	-	28,000	
A7141	250000	EQUIPMENT	510	1,500	-	-	17,500	17,500	-	17,500	
A7141	410900	CHEMICALS	4,458	4,600	8,721	8,721	6,000	6,000	-	6,000	
A7141	416000	MATERIALS & SUPPLIES	658	2,500	2,480	1,792	2,500	2,500	-	2,500	
A7141	443200	TRAINING	674	800	480	300	750	750	-	750	
A7141	444100	LICENSE & PERMIT FEE	-	250	470	470	485	485	235	485	
A7141	445100	MAINTENANCE OF EQUIP	780	1,500	1,193	1,193	4,000	4,000	-	4,000	
A7141	445102	POOL START-UP/CLEANING	6,128	5,000	4,000	4,000	5,000	5,000	-	5,000	
A7141	447200	REPAIR OF EQUIPMENT	811	1,000	9,170	9,170	4,000	4,000	-	7,500	
A7141	820000	SOCIAL SECURITY	2,251	2,219	2,139	2,139	2,142	2,142	-	2,142	
TOTAL SWIMMING POOL FACILITY			45,697	48,369	56,396	55,528	70,377	70,377	235	73,877	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
7620 ADULT RECREATION											
A7620	470600	SENIOR PROGRAMS	825	2,500	2,500	1,609	2,500	2,500	-	2,500	
A7620	476500	SENIOR ART	3,862	3,900	3,900	3,600	3,600	3,600	825	7,200	
TOTAL ADULT RECREATION			4,687	6,400	6,400	5,209	6,100	6,100	825	9,700	
8010 ZONING											
A8010	101000	REGULAR SALARIES	7,046	7,084	7,160	7,159	7,108	7,108	5,373	7,108	
A8010	105000	OVERTIME	2,023	2,000	1,857	1,785	2,000	2,000	657	2,000	
A8010	416000	MATERIALS & SUPPLIES	163	300	300	226	300	300	53	300	
A8010	443200	TRAINING		500	500	-	500	500	-	500	
A8010	452000	ENGINEERS	1,038								
A8010	455000	VIDEOGRAPHER	2,400	2,400	2,400	2,400	4,200	4,200	2,800	4,200	
A8010	820000	SOCIAL SECURITY	692	695	695	682	697	697	460	697	
TOTAL ZONING			13,362	12,979	12,912	12,252	14,805	14,805	9,343	14,805	
8020 PLANNING											
A8020	101000	REGULAR SALARIES	7,046	7,084	7,160	7,159	7,108	7,108	5,373	7,108	
A8020	105000	OVERTIME	2,522	2,400	3,153	3,152	2,500	2,500	2,350	2,750	
A8020	416000	MATERIALS & SUPPLIES	1,956	1,450	650	555	1,450	2,198	2,197	3,000	
A8020	443200	TRAINING	-	500	500	-	500	500	-	500	
A8020	450400	ATTORNEYS		-	-	-	-	-	-		
A8020	452000	CONSULTANT	84,836	65,000	79,564	45,978	65,000	64,252	44,030	65,000	
A8020	454000	ENGINEERS	-		-						
A8020	455000	VIDEOGRAPHER	2,400	2,400	2,600	2,600	4,200	4,200	3,100	4,200	
A8020	820000	SOCIAL SECURITY	730	726	787	787	735	735	589	754	
TOTAL PLANNING			99,490	79,560	94,414	60,231	81,493	81,493	57,639	83,312	

2021 CITY OF BEACON BUDGET

GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
8160 SANITATION											
A8160	446600	REFUSE REMOVAL	91,845	84,463	89,084	89,083	78,000	78,000	49,005	90,000	
A8160	449100	GARBAGE HAULING & DISPOSAL	677,309	685,101	709,827	709,827	710,000	710,000	415,762	710,000	
A8160	449101	ADD A CAN EXPENSE	33	125	20	20	125	125	-	100	
A8160	449300	RECYCLING HAULING	235,749	231,331	248,494	247,294	257,000	257,000	137,943	257,000	
A8160	449301	RECYCLING DISPOSAL	50,029	65,700	94,831	94,831	100,000	100,000	74,763	108,000	
TOTAL SANITATION			1,054,965	1,066,720	1,142,256	1,141,055	1,145,125	1,145,125	677,473	1,165,100	
8170 STREET CLEANING											
A8170	416000	MATERIALS & SUPPLIES	2,833	3,000	6,008	6,007	6,500	3,742	-	6,500	
A8170	447200	REPAIR OF EQUIPMENT	4,131	5,000	9,254	8,091	5,000	7,758	3,133	5,000	
TOTAL STREET CLEANING			6,964	8,000	15,262	14,098	11,500	11,500	3,133	11,500	
8189 RECYCLING											
A8189	101000	REGULAR SALARIES	127,988	86,330	86,330	69,698	86,559	86,559	63,759	86,436	
A8189	105000	OVERTIME	2,930	2,400	2,400	601	2,400	2,400	772	2,400	
A8189	105200	SICK LEAVE BONUS	600	600	600	600	600	600	600	900	
A8189	112500	MEALS	21	200	200	-	200	200	7	200	
A8189	119000	CLOTHING ALLOWANCE	1,200	975	975	650	975	975	650	975	
A8189	190000	SEVERANCE/RETIREMENT PAY							-		
A8189	412650	RECYCLING CENTER GAS/OIL F	2,474	2,300	2,736	2,735	2,941	2,941	1,572	2,880	
A8189	413000	GAS & DIESEL	3,070	14,307	11,125	11,125	10,151	10,151	4,300	8,453	
A8189	415400	TOOLS	-	250	250	-	250	250	-	250	
A8189	416000	MATERIALS & SUPPLIES	610	500	500	-	500	500	-	500	
A8189	418600	TUBES & TIRES	-	750	2,504	2,504	750	750	-	750	
A8189	422050	RECYCLING CENTER ELECTRIC	1,611	1,686	1,686	1,000	965	965	1,121	1,963	
A8189	447200	REPAIR OF EQUIPMENT	12,949	25,000	23,531	6,657	15,000	32,620	25,561	14,000	
A8189	820000	SOCIAL SECURITY	9,391	6,924	6,924	5,005	6,941	6,941	4,649	6,955	
TOTAL RECYCLING			162,844	142,222	139,761	100,575	128,232	145,852	102,991	126,662	

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GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
9010 EMPLOYEES RETIREMENT SYSTEM											
A9010	810000	RETIREMENT	305,343	304,988	304,988	315,255	320,252	320,252	-	323,028	
TOTAL RETIREMENT			305,343	304,988	304,988	315,255	320,252	320,252	-	323,028	
9040 WORKERS COMPENSATION											
A9040	832000	WORKERS' COMPENSATION	247,307	290,610	290,610	290,609	275,339	275,339	275,339	263,307	
A9040	832001	VOLUNTEER FIREFIGHTERS		24,596	24,596	24,596	27,399	27,399	27,399	18,355	
TOTAL COMPENSATION			247,307	315,206	315,206	315,205	302,738	302,738	302,738	281,662	
9050 UNEMPLOYMENT BENEFITS											
A9050	850100	UNEMPLOYMENT BENEFITS	-	2,000	2,000	76	2,000	4,659	4,658	2,000	
TOTAL UNEMPLOYMENT			-	2,000	2,000	76	2,000	4,659	4,658	2,000	
9055 DISABILITY											
A9055	850000	INSURANCE	6,177	5,800	5,800	7,114	5,800	5,800	3,275	7,200	
TOTAL DISABILITY			6,177	5,800	5,800	7,114	5,800	5,800	3,275	7,200	
9060 HEALTH INSURANCE											
A9060	840000	HEALTH INSURANCE	2,730,867	2,958,783	2,958,783	3,012,683	3,149,173	3,146,016	1,223,630	3,154,175	
A9060	840100	MEDICARE REIMBURSEMENT	136,769	140,676	140,676	143,870	147,141	146,141	72,856	149,165	
A9060	840200	EMPLOYEE ASSISTANCE PROG	2,431	2,500	2,500	2,464	2,500	2,500	1,935	-	
A9060	840400	EMPLOYEE DRUG TESTING	5,717	3,000	3,000	1,876	3,000	4,528	4,528	3,500	
A9060	840500	DENTAL INSURANCE	63,240	64,334	64,334	78,843	86,363	86,363	43,668	86,766	
A9060	840600	VISION INSURANCE	9,909	9,814	9,814	10,084	10,125	10,125	7,885	9,108	
A9060	840700	LIFE INSURANCE	964	1,000	1,000	964	970	940	189	-	
TOTAL HEALTH INSURANCE			2,949,897	3,180,107	3,180,107	3,250,784	3,399,272	3,396,613	1,354,691	3,402,714	

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GENERAL FUND
EXPENSE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
9710 SERIAL BONDS											
A9710	601100	2011 (1996 & 2001) PRINCIPAL	322,319	326,252	326,252	326,252	341,976	341,976	341,976	-	
A9710	605500	2014 (2005) PRINCIPAL	619,233	636,925	636,925	636,925	654,618	654,618	654,618	675,849	
A9710	605600	2016 PRINCIPAL	123,207	124,339	124,339	124,339	125,467	125,467	125,467	127,730	
A9710	605700	2018 PRINCIPAL		495,812	495,812	495,812	514,445	514,445	514,445	530,649	
A9710	605800	2008 PRINCIPAL	440,000	460,000	460,000	460,000	475,000	475,000	-	500,000	
A9710	701100	2011 (1996 & 2001) INTEREST	29,716	20,047	20,047	20,047	10,259	10,259	10,259	-	
A9710	705500	2014 (2005) INTEREST	133,670	115,093	115,093	115,093	95,986	95,986	95,986	76,347	
A9710	705600	2016 INTEREST	78,097	75,622	75,622	75,622	73,124	73,124	37,189	70,592	
A9710	705700	2018 INTEREST	232,631	482,312	482,312	482,312	467,159	467,159	237,437	451,482	
A9710	705800	2008 INTEREST	125,669	103,669	103,669	103,669	85,269	85,269	42,634	65,672	
TOTAL SERIAL BONDS			2,104,542	2,840,071	2,840,071	2,840,071	2,843,303	2,843,303	2,060,011	2,498,321	
9730 BOND ANTICIPATION NOTES											
A9730	607599	BAN Principal	554,975	-	-	167,830					
A9730	707599	BAN Interest	174,821	-	-	-				23,302	
TOTAL BANS			729,796	-	-	167,830	-	-	-	23,302	
9950 INTERFUND TRANSFERS											
A9950	900003	INTERFUND TRANSFER	2,491,000	-	-	-					
TOTAL INTERFUND TRANSFERS			2,491,000	-	-	-	-	-	-	-	
TOTAL GENERAL EXPENSE			22,053,797	20,722,886	20,974,504	20,670,861	21,842,414	21,920,587	13,232,983	22,172,412	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1325 FINANCE											
A1325	100116	2016 TAX REVENUE	582,938								
A1325	100117	2017 TAX REVENUE	2,304			278,212					
A1325	100118	2018 TAX REVENUE	9,974,839			454,240			30,518		
A1325	100119	2019 TAX REVENUE		10,964,181	10,964,181	10,171,445			(6,098)		
A1325	100120	2020 TAX REVENUE					11,455,743	11,455,743	11,462,724		
A1325	102827	BUILDING VIOLATONS	44,663			45,804			35,136		
A1325	108100	PAYMENTS IN LIEU OF TAX	266,233	220,071	220,071	219,897	234,017	234,017	278,818	283,655	
A1325	109006	2016 TAX INTEREST	1								
A1325	109007	2017 TAX INTEREST	2,242			13			46		
A1325	109008	2018 TAX INTEREST	460,811			72,842			8,907		
A1325	109009	2019 TAX INTEREST		95,000	95,000	423,287			16,054		
A1325	109010	2020 TAX INTEREST					100,000	100,000	443,384		
A1325	109011	2021 TAX INTEREST								120,000	
A1325	109050	IN REM INTEREST	143,535			5,921			6,248		
A1325	111000	SALES TAX	4,461,401	4,321,000	4,321,000	4,543,314	4,462,000	4,462,000	1,584,261	4,158,686	
A1325	113000	UTILITY TAX	186,660	134,000	134,000	207,401	146,000	146,000	129,313	146,000	
A1325	117000	FRANCHISE TAX	240,380	236,000	236,000	236,533	236,000	236,000	170,107	236,000	
A1325	123000	SCHOOL TAX PENALTY	47,896	50,000	50,000	52,762	50,000	50,000	45,520	50,000	
A1325	125520	INREM FEES	3,408	3,000	3,000	9,307	6,500	6,500		6,500	
A1325	126000	HEALTH INSURANCE REIMB	292,730	328,626	328,626	329,351	352,855	352,855	284,306	377,019	
A1325	126001	DENTAL INSURANCE REIMB	54,332	54,764	54,764	55,134	52,007	52,007	44,350	56,781	
A1325	201202	FLEA MARKET FEE	4,180	5,000	5,000	3,300	5,000	5,000	1,980	5,000	
A1325	240100	INTEREST & EARNINGS	76,073	38,000	38,000	61,107	40,000	40,000	5,119	5,000	
A1325	240102	BOND & COUPON INTERES	1,971	500	500	1,139	-	-	936	-	
A1325	240105	NYCLASS INTEREST				151,724	145,000	145,000	44,127	60,000	
A1325	250100	BUSINESS/OCCUPATIONAL	6,620	8,000	8,000	3,580	7,000	7,000	955	7,000	
A1325	254000	BINGO LICENSES	7,512	4,000	4,000	3,532	5,000	5,000	519	5,000	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
A1325	254500	OTHER LICENSES	1,630	1,000	1,000	1,688	1,200	1,200	1,002	1,200	
A1325	261000	FINES & FORFEITED BAIL	135,239	145,000	145,000	99,389	80,000	80,000	28,132	80,000	
A1325	265000	SALE OF SCRAP	8,050	-	4,000	84,157	-	7,500	20,941	-	
A1325	265501	BIDS	1,940	1,000	1,000	4,815	1,000	1,000	200	1,000	
A1325	266000	SALE OF REAL PROPERTY	1,217,606	50,000	50,000	18,000	-	4,875	150,024	-	
A1325	268000	INSURANCE RECOVERIES	252	-	-	29,644	-	-	10,545	-	
A1325	268001	INSURANCE REIMBURSEMENT	34,523	30,000	30,000	84,449	25,000	25,000	39,824	60,000	
A1325	270100	REFUND OF PRIOR YEAR EXPENSE	20,702			483	-	-	357	-	
A1325	270500	DONATIONS			3,350	3,350	-	-	-	-	
A1325	277000	MISCELLANEOUS REVENUE	13,754	3,000	3,000	8,572	3,000	3,000	34,792	3,000	
A1325	277007	BANNER PERMITS	2,400	2,000	2,000	2,300	2,000	2,000	200	2,000	
A1325	280101	INTERFUND REVENUE - WATER	241,520	249,950	249,950	249,950	262,410	262,410	262,410	267,710	
A1325	280102	INTERFUND REVENUE - SEWER	216,800	224,670	224,670	224,670	237,100	237,100	237,100	240,540	
A1325	300100	STATE AID AIM FUNDING	2,945,548	1,537,478	1,537,478	1,537,478	1,537,478	1,537,478	115,558		
A1325	300500	STATE AID MORTGAGE TAX	548,980	450,000	450,000	611,714	500,000	500,000	240,158	500,000	
A1325	333100	STATE AID O&M COURT FACILITY	46,175	50,000	50,000	-	50,000	50,000	51,526	50,000	
A1325	308900	STATE AID OTHER				2,144					
A1325	396000	ST AID EMERGENCY DISASTER	9,287				-	-	-	-	
A1325	496000	FED AID EMERGENCY DISASTER	-				-	-	-	-	
TOTAL FINANCE			22,305,135	19,206,240	19,213,590	20,292,648	19,996,310	20,008,685	15,779,999	6,722,091	
1410 CITY CLERK											
A1410	125500	CLERK FEES	8,932	7,500	7,500	10,399	8,000	8,000	8,205	7,500	
A1410	125506	NSF CHECK FEE	240	100	100	580	100	100	814	100	
TOTAL CITY CLERK			9,172	7,600	7,600	10,979	8,100	8,100	9,019	7,600	
1430 HUMAN RESOURCES											
A1430	239000	SHARED SERVICES								66,023	
TOTAL HUMAN RESOURCES			-	-	-	-	-	-	-	66,023	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1620 PUBLIC BUILDINGS											
A1620	221001	CHAMBER WELCOME CTR	1,195	1,302	1,302	1,251	1,569	1,569	927	1,569	
A1620	240100	RENTAL OF REAL PROPERTY						22,100	22,100	22,032	
A1620	302101	STATE AID COURT TELEPH	1,240	1,200	1,200	1,470	1,200	1,200	233	1,200	
TOTAL PUBLIC BUILDINGS			2,435	2,502	2,502	2,721	2,769	24,869	23,260	24,801	
3120 POLICE											
A3120	152000	POLICE FEES	763	500	500	1,022	500	500	510	700	
A3120	174000	PARKING TICKETS	169,648	160,000	166,528	198,269	170,000	170,000	73,408	170,000	
A3120	200114	EVENT FEE-POLICE OT	19,456	8,000	8,000	15,020	11,700	11,700	-	21,975	
A3120	226001	SCHOOL RESOURCE OFFIC	6,196			1,652	4,500	4,500	2,098	4,500	
A3120	238901	DC DRUG TASK FORCE	163,039	145,580	145,580	71,637	118,279	118,279	-	138,185	
A3120	255000	ALARM PERMIT	200			475	-	-	400	400	
A3120	261200	MISCELLANEOUS							160		
A3120	268000	INSURANCE RECOVERY	1,713		16,203	21,732	-	-	4,910		
A3120	277000	MISC REVENUE	19,698			13,138	-	-	3,923		
A3120	331500	ST AID STOP DWI	5,043	1,500	1,500	900	1,500	1,500	-		
A3120	331508	ST AID POLICE TRAFFIC SE	12,917	9,075	9,075	9,000	9,025	9,025	-	8,925	
A3120	338910	ST AID DCJS	6,000			2,918	-	-	-		
A3120	398900	ST AID CHILD PASSENGERS	-	2,500	2,500	2,455	1,750	1,750	-	1,750	
A3120	432045	FED DCJS GRANT	-				3,081	3,081	-		
A3120	438950	FED AID - Byrne Grant/JAG	-		10,000	9,336	-	-	10,000	10,000	
TOTAL POLICE			404,673	327,155	359,886	347,554	320,335	320,335	95,409	356,435	
3130 DETECTIVES											
A3130	262500	ASSET FORFEITURE	4,401				-	-	33	-	
TOTAL DETECTIVES			4,401	-	-	-	-	-	33	-	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
3410 FIRE											
A3410	268000	INSURANCE RECOVERIES							3,897		
A3410	438912	FEDERAL AID					217,875	217,875	-	217,875	
TOTAL FIRE			-	-	-	-	217,875	217,875	3,897	217,875	
3510 ANIMAL CONTROL											
A3510	254200	DOG LICENSES	6,220	5,500	5,500	6,010	5,500	5,500	4,625	5,000	
A3510	261100	DOG FINES	1,945	1,500	1,500	2,293	1,900	1,900	886	1,000	
TOTAL ANIMAL CONTROL			8,165	7,000	7,000	8,303	7,400	7,400	5,511	6,000	
3620 BUILDING DEPARTMENT											
A3620	226000	RECORD SEARCHES	41,878	40,000	40,000	42,550	40,000	40,000	29,700	40,000	
A3620	238000	FIRE INSPECTION FEE	4,475	15,000	15,000	6,975	15,000	15,000	100	15,000	
A3620	238500	SEWER INSPECTION FEE	900	500	500	550	500	500	300	500	
A3620	238900	SECTION 8 INSPECTION FE	6,536	7,245	7,245	3,885	7,000	7,000	4,585	7,000	
A3620	250102	PLUMBING LICENSES	10,650	10,000	10,000	14,750	10,000	10,000	11,550	10,000	
A3620	250103	ELECTRIC LICENSES	28,800	25,000	25,000	35,000	20,000	20,000	22,800	10,000	
A3620	255500	BUILDING PERMITS	180,361	190,000	190,000	93,982	100,000	100,000	140,634	125,000	
A3620	255501	C.O. APPLICATION FEE	15,250	14,000	14,000	16,050	14,000	14,000	10,050	14,000	
A3620	256500	PLUMBERS PERMITS	21,603	15,000	15,000	15,444	10,000	10,000	4,823	10,000	
A3620	257000	RENTAL PERMITS	11,025	7,200	7,200	6,975	7,500	7,500	9,075	7,500	
A3620	257100	VACANT REGISTRATION	42,443	12,000	12,000	39,225	12,000	12,000	12,063	13,000	
A3620	257500	ELECTRICAL PERMITS	7,870	7,000	7,000	9,400	7,000	7,000	5,720	7,000	
A3620	259000	VEHICLE PERMITS	200	250	250	600	250	250	50	250	
A3620	259002	TREE & GRADING PERMITS	250	100	100	900	200	200	-	200	
A3620	259005	CHICKEN PERMITS	75	100	100	75	100	100	100	100	
A3620	259006	SIDE CAFÉ PERMITS	100	100	100	375	100	100	50	1,500	
A3620	261200	MISCELLANEOUS	6,433	5,000	5,000	4,508	4,000	4,000	2,804	4,000	
A3620	261202	SNOW VIOLATIONS	4,137	1,500	1,500	2,251	1,500	1,500	412	1,500	
TOTAL BUILDING DEPARTMENT			382,986	349,995	349,995	293,495	249,150	249,150	254,816	266,550	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
5110 HIGHWAY											
A5110	171000	ROAD IMPROVEMENT 15%	175,312	185,295	185,295	212,324	203,000	203,000	172,608	251,000	
A5110	178901	MTA COMMUTER PARKING	57,863	56,000	56,000	60,032	57,000	57,000	43,933	57,000	
A5110	256000	STREET OPENING PERMITS	54,200	15,000	15,000	34,000	18,000	18,000	21,400	23,000	
A5110	268000	INSURANCE RECOVERIES	4,202				-	-	575	-	
A5110	277000	BVAC FUEL REIMBURSEME	9,602	12,073	12,073	15,208	12,773	12,773	-	10,238	
A5110	351000	STATE AID 9D O&M	24,123	24,123	24,123	12,062	24,123	24,123	24,123	24,123	
A5110	351000	STATE AID NATURAL RESOURCES						1,000			
TOTAL HIGHWAY			325,302	292,491	292,491	333,626	314,896	315,896	262,639	365,361	
A7110 PARK											
A7110	208909	HIDDENBROOK MAINT CHR	2,000	2,000	2,000	-	2,000	2,000	-	2,000	
A7110	270500	DONATIONS					-	-	-	-	
TOTAL PARK			2,000	2,000	2,000	-	2,000	2,000	-	2,000	
A7112 UNIVERSITY SETTLEMENT											
A7112	200190	USC-USAGE FEE	16,688	35,000	35,000	10,275	20,000	20,000	6,000	20,000	
A7112	208902	PHELPS-USC Donation	-				-	-	-	-	
TOTAL UNIVERSITY			16,688	35,000	35,000	10,275	20,000	20,000	6,000	20,000	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
7140 RECREATION											
A7140	200100	RECREATION FEES	995	3,000	3,000	7,282	2,000	2,000	685	1,000	
A7140	200101	PARK USE FEES	13,558	7,500	7,500	8,153	7,500	7,500	-	7,500	
A7140	200108	SUMMER CAMP FEE	55,189	57,000	57,000	54,348	57,000	57,000	10	57,000	
A7140	200113	SPORT CAMP FEE	6,260	4,050	4,050	-	4,050	4,050	-	4,050	
A7140	200115	AFTER SCHOOL	103,993	125,000	125,000	102,615	110,000	110,000	38,392	100,800	
A7140	200157	JAZZERCISE FEES		-	-	-	-	-	-	-	
A7140	200160	YARD SALE FEES-NEW	585	500	500	690	500	500	-	500	
A7140	200175	BEACON HOOPS FEES	7,175	6,500	6,500	5,545	6,500	6,500	-	6,500	
A7140	200184	SWIMMING LESSON FEES	585	-	-	-	-	-	-	-	
A7140	200187	TENNIS FEES	4,035	3,500	3,500	3,985	3,500	3,500	-	3,500	
A7140	208900	PLANNING RECREATION FE	17,000	-	-	-	-	6,642	-	-	
A7140	208903	FIREWORKS	15,000	7,500	8,500	8,500	8,500	8,500	-		
A7140	241000	RENTAL OF REAL PROPERT	4,225	3,000	3,000	3,000	3,000	3,000	2,250	3,000	
A7140	270500	DONATIONS	548			100	-	-	200	-	
A7140	270572	WOMENS SOFTBALL FEE	2,000	3,200	3,200	2,400	3,200	3,200	2,160	3,200	
A7140	270596	WOMENS VOLLEYBALL FEE	-	350	350	150	350	350	-	350	
A7140	364300	ST AID FOOD ASSISTANCE	4,905	3,600	3,600	6,403	3,600	3,600	1,958	2,400	
TOTAL RECREATION			236,053	224,700	225,700	203,171	209,700	216,342	45,655	189,800	
7141 SWIMMING POOL FACILITY											
A7141	200183	POOL TICKET FEES	28,459	32,000	32,000	24,986	28,000	28,000	170	28,000	
A7141	200184	SWIMMING LESSON FEES	-	2,000	2,000	-	-	-	-		
A7141	238902	DC GRANT SWIM ACADEMY				-	4,000	4,000	-	4,000	
TOTAL SWIMMING POOL FACILITY			28,459	34,000	34,000	24,986	32,000	32,000	170	32,000	
7197 GREENWAY & HERITAGE TRAIL											
A7197	208911	GREENWAY	29,668	-	-	-	-	-	-	-	
TOTAL GREENWAY & HERITAGE TRAIL			29,668	-	-	-	-	-	-	-	

2021 CITY OF BEACON BUDGET

GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
7620 ADULT RECREATION											
A7620	200165	SENIOR ART FEES	2,550	3,900	3,900	-	3,600	3,600	-	7,680	
TOTAL ADULT RECREATION			2,550	3,900	3,900	-	3,600	3,600	-	7,680	
7989 FARMERS MARKET											
A7989	201201	FARMERS MARKET PROCE	700			700	700	700	800	800	
TOTAL FARMERS MARKET			700	-	-	700	700	700	800	800	
8010 ZONING											
A8010	211000	ZONING FEES	5,250	3,500	3,500	3,250	3,500	3,500	1,500	3,000	
TOTAL ZONING			5,250	3,500	3,500	3,250	3,500	3,500	1,500	3,000	
8020 PLANNING											
A8020	211500	PLANNING APPLICATION FE	42,100	40,000	40,000	54,075	30,000	30,000	11,544	15,000	
A8020	211503	PLANNING BOARD LAWN S	667	1,000	1,000	950	1,000	1,000	600	1,000	
A8020	390200	ST AID PLANNING STUDY	-	-	-	48,402	-	-	-	-	
TOTAL PLANNING			42,767	41,000	41,000	103,427	31,000	31,000	12,144	16,000	
8160 SANITATION											
A8160	213001	GARBAGE CAN FEE-CITY S	2,406	2,800	2,800	4,316	3,000	3,000	5,310	5,000	
A8160	213002	ADD A CAN FEE	135	150	150	116	150	150	30	150	
TOTAL SANITATION			2,541	2,950	2,950	4,432	3,150	3,150	5,340	5,150	

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GENERAL FUND REVENUE (A)

			2018	2019	2019	2019	2020	2020	2020	2021	
			YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
			ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
			12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
8189 RECYCLING											
A8189	213000	GARBAGE/RECYCLING CHA	41,430	50,000	50,000	50,608	40,000	40,000	34,150	42,000	
A8189	213001	RECYCLING REVENUE	4,084	-	-	-	-	-	-	-	
TOTAL RECYCLING			45,514	50,000	50,000	50,608	40,000	40,000	34,150	42,000	
9950 INTERFUND TRANSFERS											
A9950	503100	INTERFUND TRANSFER	215,439								
TOTAL INTERFUND TRANSFERS			215,439	-	-	-	-	-	-	-	
TOTAL GENERAL REVENUE			24,069,898	20,590,033	20,631,114	21,690,175	21,462,485	21,504,602	16,540,342	8,351,166	

CITY OF BEACON 2021 BUDGET

WATER FUND EXPENSE (F)

		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1380 FISCAL AGENT FEES										
F1380-461200	FISCAL AGENT FEE	-	10,000	10,000	-	10,000	10,000	6,655	8,000	
TOTAL FISCAL AGENT FEES		-	10,000	10,000	-	10,000	10,000	6,655	8,000	
1420 WATER LEGAL EXPENSES										
F1420-450400	ATTORNEYS	41,149	42,000	42,000	40,384	42,000	42,000	19,809	42,000	
TOTAL WATER LEGAL EXPENSES		41,149	42,000	42,000	40,384	42,000	42,000	19,809	42,000	
1680 TECHNOLOGY										
F1680 250000	PURCHASE OF EQUIPMENT	1,840	2,100	2,083	1,910	3,079	2,771	2,700	2,150	
F1680 444100	LICENSES	2,476	1,790	1,807	1,806	1,130	1,438	1,438	1,730	
F1680 452003	IT CONSULTANT	1,642	3,600	3,600	360	3,600	3,600	495	3,600	
TOTAL TECHNOLOGY		5,958	7,490	7,490	4,076	7,809	7,809	4,633	7,480	
1950 TAXES ON CITY PROPERTY										
F1950-468000	TAXES ON CITY PROPERTY	233,107	237,769	237,769	231,036	237,967	237,967	235,499	240,209	
TOTAL TAXES ON CITY PROPERTY		233,107	237,769	237,769	231,036	237,967	237,967	235,499	240,209	
1980 MTA PAYROLL TAX										
F1980.400099	MTA PAYROLL TAX	1,849	2,565	2,565	2,336	2,604	2,604	1,492	2,620	
TOTAL MTA PAYROLL TAX		1,849	2,565	2,565	2,336	2,604	2,604	1,492	2,620	
1990 CONTINGENCY										
F1990-400001	CONTINGENCY FUND	-	10,000	2,750	-	75,000	53,500	26,178	39,307	
F1990-400004	CONTINGENCY-RETIREMENT	-	59,000	-	-				40,500	
F1990-400008	CONTINGENCY FUND COVID								10,000	
TOTAL CONTINGENCY		-	69,000	2,750	-	75,000	53,500	26,178	89,807	

CITY OF BEACON 2021 BUDGET

WATER FUND EXPENSE (F)

		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
8310 WATER ADMINISTRATION										
F8310-250000	EQUIPMENT	1,642								
F8310-416000	MATERIALS & SUPPLIES	236	350	350	116	350	350	228	350	
F8310-423201	INTRUSION ALARM MONITORS	312	662	662	312	665	665	312	665	
F8310-441500	COMPUTER SUPPORT/DATA PR	2,437	2,500	2,500	2,437	2,500	2,500	2,437	2,500	
F8310-443200	TRAINING	256	1,200	1,200	475	1,200	425	-	1,200	
F8310-446000	PRINTING	200	1,000	769	-	1,000	819	503	1,000	
F8310-446006	WATER/SEWER BILL PRINTING	343	1,000	1,231	1,231	1,000	1,181	1,181	1,000	
F8310-450500	ADMINISTRATION FEE TO GEN	241,520	249,950	249,950	249,950	262,410	262,410	262,410	267,710	
F8310-452000	CONSULTANT	199,433	34,000	58,420	60,343	60,000	81,500	11,054	35,000	
F8310-462000	TRAVEL	15	500	500	38	500	500	46	300	
F8310-465000	POSTAGE	11,151	10,000	10,000	6,504	4,500	5,275	5,275	4,500	
F8310-467000	ASSOCIATION DUES	220	220	220	220	220	220	220	220	
TOTAL WATER ADMINISTRATION		457,765	301,382	325,802	321,626	334,345	355,845	283,666	314,445	
8320 WATER SUPPLY										
F8320-422085	SUPPLY ELECTRIC	1,752	1,489	2,442	2,442	2,732	2,732	1,820	3,038	
F8320-424000	WATER FROM OTHER GOVERN	207,788	700,000	699,047	421,110	700,000	700,000	-	678,000	
TOTAL WATER SUPPLY		209,540	701,489	701,489	423,552	702,732	702,732	1,820	681,038	
8330 WATER PURIFICATION										
F8330-101000	REGULAR SALARIES	135,993	183,151	183,151	191,249	199,503	199,503	149,230	204,945	
F8330-105000	OVERTIME	22,193	25,000	25,000	24,074	25,250	25,250	11,939	25,250	
F8330-105200	SICK LEAVE BONUS	600	600	600	600	600	600	600	600	
F8330-105202	ON CALL	5,000	5,400	5,480	5,480	10,400	10,400	4,000	10,400	
F8330-112500	MEALS	133	300	220	133	300	300	-	300	
F8330-119000	CLOTHING ALLOWANCE	1,200	1,950	1,950	1,950	1,950	1,950	1,950	1,950	
F8330-190000	SEVERANCE/RETIREMENT PAY									
F8330-410900	CHEMICALS	25,310	40,000	40,000	26,789	40,000	40,000	19,711	40,000	
F8330-412685	GAS/OIL FOR HEAT	10,287	11,000	11,000	10,474	9,841	9,841	7,475	13,749	
F8330-416000	MATERIALS & SUPPLIES	1,469	2,000	4,000	1,913	4,000	4,000	1,061	4,000	
F8330-422045	PURIFICATION ELECTRIC	216,367	218,700	218,700	189,341	213,721	213,721	108,421	267,957	
F8330-423000	TELEPHONES	2,018	2,200	2,200	2,219	2,200	2,200	1,372	2,200	

CITY OF BEACON 2021 BUDGET

WATER FUND EXPENSE (F)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
F8330-423001	CELL PHONES	3,552	4,524	4,524	3,841	4,632	4,632	2,894	4,164	
F8330-441300	CHEMICAL ANALYSIS/LAB WORK	13,085	11,000	11,000	9,550	12,000	17,000	13,460	56,000	
F8330-445100	MAINTENANCE OF EQUIPMENT	26,498	40,000	44,169	31,741	40,000	35,000	7,014	65,000	
F8330-820000	SOCIAL SECURITY	11,946	16,555	16,555	16,171	18,207	18,207	12,062	18,624	
TOTAL WATER PURIFICATION		475,651	562,380	568,549	515,525	582,604	582,604	341,189	715,139	
8340 WATER DISTRIBUTION										
F8340-100401	SUPERINTENDENT SALARY	-	86,131	86,131	85,137	86,131	86,131	64,598	86,131	
F8340-101000	REGULAR SALARIES	378,578	401,312	401,213	326,548	388,492	388,492	222,914	387,290	
F8340-103100	TEMPORARY POSITION	5,534	13,250	13,250	16,194	13,250	13,250	-	13,250	
F8340-105000	OVERTIME	18,188	20,500	20,500	16,521	20,500	20,500	6,933	20,500	
F8340-105200	SICK LEAVE BONUS	600	1,800	1,800	1,200	1,800	1,800	1,800	2,400	
F8340-105202	ON CALL	5,200	5,400	5,400	1,000	10,400	10,400	3,800	10,400	
F8340-112500	MEALS	301	200	200	119	200	200	70	200	
F8340-119000	CLOTHING ALLOWANCE	3,600	4,550	4,550	3,575	4,550	4,550	2,925	4,550	
F8340-120000	HEALTH INSURANCE BUY-OUT	481	5,000	5,000	822	2,500	2,500	1,250	2,500	
F8340-190000	SEVERANCE/RETIREMENT			66,349	66,349					
F8340-250000	EQUIPMENT	6,383	70,480	69,566	28,114	70,000	70,000	7,293	25,000	
F8340-250031	PURCHASE HYDRANTS	5,127	6,000	6,000	5,811	6,000	6,000	3,714	6,000	
F8340-250400	PURCHASE WATER METERS	17,193	20,000	23,000	22,373	20,000	20,000	11,887	20,000	
F8340-413000	GAS & DIESEL	20,566	19,387	19,387	16,600	21,317	21,317	9,042	17,455	
F8340-415100	METER PARTS	8,591	10,000	14,000	13,100	14,000	14,000	5,949	14,000	
F8340-416000	MATERIALS & SUPPLIES	16,951	13,000	12,934	11,001	20,000	20,000	8,527	32,000	
F8340-416008	MATERIALS & SUPPLIES							782		
F8340-416300	PAINTS	304	500	566	220	500	500	-	1,000	
F8340-416400	PIPE	2,029	3,000	2,982	2,098	3,000	3,000	-	3,000	
F8340-417400	ROADSIDE DEVELOPMENT	3,127	5,000	4,918	4,918	5,000	5,000	-	5,000	
F8340-417500	SAFETY SUPPLIES	2,556	4,000	5,014	5,014	4,000	4,000	1,663	6,000	
F8340-418600	TUBES & TIRES	1,475	3,000	3,000	1,945	3,000	3,000	-	3,000	
F8340-443200	TRAINING	-	650	650	100	650	650	301	650	
F8340-445200	MAINTENANCE SERVICE	418	12,980	12,980	2,439	3,000	3,000	1,243	3,000	
F8340-447000	RENTAL OF EQUIPMENT	637	1,000	1,000	725	1,000	1,000	-	1,000	
F8340-447200	REPAIR OF EQUIPMENT	33,943	40,000	218,690	114,816	55,000	55,000	18,408	55,000	

CITY OF BEACON 2021 BUDGET

WATER FUND EXPENSE (F)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
F8340-447300	REPAIR OF REAL PROPERTY	10,000	15,000	20,052	13,728	20,000	19,700	-	20,000	
F8340-447700	RENTAL OF RIGHT OF WAY	1,124	1,130	1,130	1,124	1,130	1,130	1,124	1,130	
F8340-454000	ENGINEERS	31,899	20,000	29,207	9,759	20,000	20,000	116	20,000	
F8340-454004	ENGINEERS-DAM INSPECTION	4,675		218	-					
F8340-457600	LEAK DETECTION	9,600		-	-	9,600	9,900	9,900	10,000	
F8340-820000	SOCIAL SECURITY	29,634	41,168	41,168	37,254	40,378	40,378	21,518	40,332	
TOTAL WATER DISTRIBUTION		618,714	824,438	1,090,855	808,604	845,398	845,398	405,757	810,788	
9010 EMPLOYEES RETIREMENT SYSTEM										
F9010-810000	RETIREMENT	76,533	76,450	76,450	74,266	80,277	80,277	-	80,973	
TOTAL EMPLOYEES RETIREMENT SYSTEM		76,533	76,450	76,450	74,266	80,277	80,277	-	80,973	
9040 WORKERS COMPENSATION										
F9040-830000	WORKERS' COMPENSATION	39,049	39,049	55,446	55,446	49,243	49,243	49,243	52,724	
TOTAL WORKERS COMPENSATION		39,049	39,049	55,446	55,446	49,243	49,243	49,243	52,724	
9055 DISABILITY										
F9055-850000	INSURANCE	708	700	700	721	700	700	324	730	
TOTAL DISABILITY		708	700	700	721	700	700	324	730	
9060 HEALTH INSURANCE										
F9060-840000	HEALTH INSURANCE	283,966	332,083	332,083	341,383	340,522	340,522	112,109	354,270	
F9060-840100	MEDICARE REIMBURSEMENT	5,402	6,730	6,730	8,455	8,455	8,455	4,338	8,676	
F9060-840500	DENTAL	6,974	5,150	5,150	7,777	6,264	6,264	3,437	6,264	
F9060-840600	VISION	1,114	1,113	1,113	1,127	1,157	1,157	835	1,175	
TOTAL HEALTH INSURANCE		297,456	345,076	345,076	358,742	356,398	356,398	120,719	370,385	

CITY OF BEACON 2021 BUDGET

WATER FUND EXPENSE (F)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
9710 SERIAL BONDS										
F9710-601100	2011 (1996 & 2001) PRINCIPAL	15,265	15,450	15,450	15,450	16,194	16,194	16,194		
F9710-605500	2014 (2005) PRINCIPAL	135,566	139,439	139,439	139,439	143,312	143,312	143,312	147,960	
F9710-605600	2016 PRINCIPAL	157,010	158,451	158,451	158,451	159,892	159,892	159,892	162,772	
F9710-607501	2011 (1998) PRINCIPAL (EFC)									
F9710-701100	2011 (1996 & 2001) INTEREST	1,407	949	949	949	486	486	486		
F9710-705500	2014 (2005) INTEREST	29,264	25,197	25,197	25,197	21,014	21,014	21,014	16,714	
F9710-705600	2016 INTEREST	99,523	96,369	96,369	96,369	93,185	93,185	47,392	89,959	
F9710-707501	2011 (1998) INTEREST (EFC)									
TOTAL SERIAL BONDS		438,035	435,855	435,855	435,855	434,083	434,083	388,290	417,405	
9730 BOND ANTICIPATION NOTES										
F9730-607599	BAN Principal	201,034	-	-	-	-	-	-	-	
F9730-707599	BAN Interest	5,493	-	-	-	-	-	-	24,424	
TOTAL BOND ANTICIPATION NOTES		206,527	-	-	-	-	-	-	24,424	
9950 INTERFUND TRANSFERS										
F9950-900001	INTERFUND TRANSFER	932,000			57,000					
TOTAL INTERFUND TRANSFERS		932,000	-	-	57,000	-	-	-	-	
TOTAL WATER EXPENSES		4,034,041	3,655,643	3,902,796	3,329,169	3,761,161	3,761,160	1,885,274	3,858,167	

CITY OF BEACON 2021 BUDGET

WATER FUND REVENUE (F)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
8310 WATER ADMINISTRATION										
F8310-126000-	HEALTH INSURANCE REIMBURSEMENT	36,612	52,670	52,670	46,022	55,510	55,510	36,634	60,816	
F8310-126001	DENTAL INSURANCE	6,314	6,302	6,302	6,394	6,009	6,009	4,768	6,096	
F8310-214000-	WATER RESIDENTIAL & COMMERCIAL	1,655,948	1,930,642	1,930,642	1,731,379	1,930,642	1,930,642	1,613,309	1,969,255	
F8310-214001-	WATER CORRECTIONAL FACILITIES	1,102,299	1,100,000	1,100,000	1,279,038	1,200,000	1,200,000	710,914	1,250,000	
F8310-214002-	WATER TOWN OF FISHKILL	484,417	500,000	500,000	517,148	500,000	500,000	219,576	510,000	
F8310-214400-	WATER SERVICE CHARGES	17,816	20,000	27,000	15,049	24,000	24,000	17,068	20,000	
F8310-214800-	WATER PENALTY	56,131	20,000	20,000	65,860	20,000	20,000	14,641	30,000	
F8310-240100-	INTEREST & EARNINGS	11,412	5,000	5,000	25,201	25,000	25,000	4,506	5,000	
F8310-240105-	INTEREST & EARNINGS - NYCLASS							1,707	7,000	
F8310-265000-	SALE OF SCRAP/EQUIPMENT	2,657								
F8310-268000-	INSURANCE RECOVERIES	1,270	-	-	-	-	-	-	-	
TOTAL WATER ADMINISTRATION		3,374,876	3,634,614	3,641,614	3,686,091	3,761,161	3,761,161	2,623,123	3,858,167	
TOTAL WATER REVENUES		3,374,876	3,634,614	3,641,614	3,686,091	3,761,161	3,761,161	2,623,123	3,858,167	

CITY OF BEACON 2021 BUDGET

SEWER FUND EXPENSE (G)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
1380 FISCAL AGENT FEES										
G1380-461200	FISCAL AGENT FEE	15,508	10,000	10,000	-	10,000	14,027	14,026	14,000	
G1380-461201	FISCAL AGENT FEE-EFC	1,386	1,050	1,050	1,050	712	712	712	362	
TOTAL FISCAL AGENT FEES		16,894	11,050	11,050	1,050	10,712	14,739	14,738	14,362	
1420 SEWER LEGAL EXPENSES										
G1420-450400	ATTORNEYS	53,664	52,000	52,000	53,203	52,000	52,000	34,505	52,000	
TOTAL LEGAL EXPENSES		53,664	52,000	52,000	53,203	52,000	52,000	34,505	52,000	
1680 TECHNOLOGY										
G1680 250000	EQUIPMENT	-	600	600	550	3,079	3,079	987	2,150	
G1680 444100	LICENSE AND PERMITS	1,841	1,730	1,730	1,108	1,790	1,790	848	1,910	
G1680 452003	IT CONSULTANT	1,283	3,600	3,600	360	3,600	3,600	1,260	3,600	
TOTAL TECHNOLOGY		3,124	5,930	5,930	2,018	8,469	8,469	3,095	7,660	
1980 MTA PAYROLL TAX										
G1980-400099	MTA PAYROLL TAX	2,522	2,783	2,783	2,422	2,833	2,833	1,769	2,462	
TOTAL MTA PAYROLL TAX		2,522	2,783	2,783	2,422	2,833	2,833	1,769	2,462	
1990 CONTINGENCY										
G1990-400001	CONTINGENCY FUND	-	75,000	75,000	-	200,000	53,224	-	162,765	
G1990-400004	CONTINGENCY FUND - RETIREMENT						-		10,000	
G1990-400008	CONTINGENCY FUND - COVID								25,000	
TOTAL CONTINGENCY		-	75,000	75,000	-	200,000	53,224	-	197,765	
8110 SEWER ADMINISTRATION										
G8110-450500	ADMINISTRATION FEE TO G	216,800	224,670	224,670	224,670	237,100	237,100	237,100	240,540	
TOTAL SEWER ADMINISTRATION		216,800	224,670	224,670	224,670	237,100	237,100	237,100	240,540	

CITY OF BEACON 2021 BUDGET

SEWER FUND EXPENSE (G)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
8120 SANITARY SEWER										
G8120-250000	PURCHASE EQUIPMENT	882	1,000	1,000	994	1,000	1,000	-	25,000	
G8120-416000	MATERIALS & SUPPLIES	3,184	4,500	4,500	3,587	4,500	4,500	288	4,500	
G8120-422075	SANITARY SEWER ELECTRIC	364	365	464	463	463	463	308	518	
G8120-447000	RENTAL OF EQUIPMENT	3,000	3,000	3,000	430	3,000	3,000	-	3,000	
G8120-447200	REPAIR OF EQUIPMENT	11,876	12,000	20,245	19,951	12,000	12,000	5,561	25,000	
G8120-454000	ENGINEERS	1,196	4,000	4,000	3,598	4,000	26,400	26,400	25,000	
TOTAL SANITARY SEWER		20,502	24,865	33,209	29,023	24,963	47,363	32,557	83,018	
8130 WATER POLLUTION CONTROL										
G8130-100401	SUPERINTENDENT SALARY	84,464	80,000	72,500	1,223	80,000	4,500	-	-	
G8130-101000	REGULAR SALARIES	572,795	604,568	605,629	605,628	620,459	620,459	463,221	631,929	
G8130-103100	TEMPORARY POSITION		7,000	-	-	7,000	6,400	-		
G8130-105000	OVERTIME	107,262	110,000	125,285	125,284	110,000	110,000	73,770	80,000	
G8130-105200	SICK LEAVE BONUS	3,600	3,000	3,600	3,600	1,800	2,400	2,400	1,200	
G8130-112500	MEALS	1,917	2,500	2,500	2,492	2,500	2,500	1,372	2,000	
G8130-119000	CLOTHING ALLOWANCE	6,000	6,500	6,500	6,500	6,500	6,500	6,500	6,500	
G8130-120000	HEALTH BUYOUT	5,000	5,000	5,000	5,000	5,000	5,000	2,500	2,500	
G8130-190000	SEVERANCE/RETIREMENT PAY			-						
G8130-250000	PURCHASE EQUIPMENT	32,489	35,000	33,616	22,043	35,000	35,000	1,504	48,900	
G8130-410900	CHEMICALS	87,603	100,000	97,601	93,483	100,000	132,571	108,873	130,000	
G8130-410901	CARBON FILTERS	24,870	26,000	26,000	22,900					
G8130-411000	CLEANING SUPPLIES	1,791	2,200	2,200	655	2,200	2,200	1,472	2,200	
G8130-412680	GAS/OIL FOR HEAT	7,643	9,850	9,850	4,131	5,913	5,913	3,136	6,455	
G8130-413000	GAS & DIESEL	2,740	2,600	3,066	3,066	2,813	2,813	1,230	2,449	
G8130-413002	VEHICLE OIL	-	1,000	1,000	-					
G8130-414500	LAB SUPPLIES	8,713	10,500	10,500	10,284	10,500	10,500	6,084	10,500	
G8130-415400	TOOLS	-	1,000	1,000	905	1,000	1,000	853	1,000	
G8130-416000	MATERIALS & SUPPLIES	2,935	3,500	3,500	2,120	3,500	3,180	2,752	3,500	
G8130-416008	MATERIALS & SUPPLIES COVID						320	320		
G8130-416300	PAINTS	424	500	500	490	500	500	-	500	
G8130-417500	SAFETY SUPPLIES	1,540	15,000	15,000	426	2,500	2,300	123	2,500	
G8130-417700	SANITARY AND PAPER SUPP	290	850	850	851	850	1,050	548	850	

CITY OF BEACON 2021 BUDGET

SEWER FUND EXPENSE (G)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
G8130-422065	WPC ELECTRIC	191,412	196,000	192,436	184,922	209,283	209,283	106,486	265,260	
G8130-423000	TELEPHONES	2,558	2,200	2,972	2,972	2,700	2,700	2,193	2,700	
G8130-423001	CELL PHONES	632	684	684	582	648	648	314	588	
G8130-441300	CHEMICAL ANALYSIS/LAB W	15,840	16,000	16,000	15,685	16,000	16,000	9,505	16,000	
G8130-443200	TRAINING	875	1,500	1,500	473	4,000	2,429	125	4,000	
G8130-444100	PROFESSIONAL LICENSE FE	15,671	17,500	17,500	15,950	17,500	17,500	100	17,500	
G8130-444103	DEC FINES	-								
G8130-445100	MAINTENANCE OF EQUIPME	13,704	18,952	18,739	13,924	19,000	20,485	11,909	16,700	
G8130-446006	PRINTING BILLS	343	1,018	1,231	1,231	1,100	1,181	1,181	1,100	
G8130-446600	REFUSE REMOVAL	595,203	640,000	640,000	753,377	660,000	660,000	424,146	660,000	
G8130-447200	REPAIR OF EQUIPMENT	83,867	120,000	120,753	95,494	120,000	118,515	50,842	120,000	
G8130-447211	PROJECTS	205,940	20,900	19,459	19,459	50,000	60,833	10,832	50,000	
G8130-452016	WASTEWATER OPERATIONS CONSULTANT						68,000	23,725	68,000	
G8130-454000	ENGINEERS	46,566	25,000	85,298	58,849	70,000	170,916	128,704	70,000	
G8130-462000	TRAVEL	954	1,250	1,192	664	3,125	3,044	-	1,500	
G8130-465000	POSTAGE	4,140	4,100	4,158	4,158	4,100	4,100	3,339	4,100	
G8130-820000	SOCIAL SECURITY	56,728	62,620	62,620	54,482	63,744	63,744	39,804	55,396	
TOTAL WATER POLLUTION CONTROL		2,186,509	2,154,292	2,210,239	2,133,303	2,239,235	2,374,484	1,489,863	2,285,827	
9010 EMPLOYEES RETIREMENT SYSTEM										
G9010-810000	RETIREMENT	98,112	97,996	97,996	104,908	102,900	102,900	-	103,792	
TOTAL EMPLOYEES RETIREMENT SYSTEM		98,112	97,996	97,996	104,908	102,900	102,900	-	103,792	
9040 WORKERS COMPENSATION										
G9040-830000	WORKERS' COMPENSATION	39,048	49,041	49,041	49,041	49,411	49,411	49,411	49,404	
TOTAL WORKERS COMPENSATION		39,048	49,041	49,041	49,041	49,411	49,411	49,411	49,404	
9055 DISABILITY										
G9055-850000	INSURANCE	790	600	600	895	600	600	396	600	
TOTAL DISABILITY		790	600	600	895	600	600	396	600	

CITY OF BEACON 2021 BUDGET

SEWER FUND EXPENSE (G)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
9060 HEALTH INSURANCE										
G9060-840000	HEALTH INSURANCE	390,407	416,471	416,471	431,854	393,065	393,065	146,784	387,993	
G9060-840100	MEDICARE REIMBURSEMENT	15,148	16,662	16,662	18,535	18,535	18,535	9,890	19,781	
G9060-840500	DENTAL	8,759	9,285	9,285	7,956	10,278	10,278	4,988	10,163	
G9060-840600	VISION	1,730	1,714	1,714	1,630	1,555	1,555	1,113	1,484	
TOTAL HEALTH INSURANCE		416,044	444,132	444,132	459,975	423,433	423,433	162,775	419,421	
9710 SERIAL BONDS										
G9710-601100	2011 (2001) PRINCIPAL	72,416	73,299	73,299	73,299	76,831	76,831	76,831	-	
G9710-605500	2014 (2005) PRINCIPAL	120,201	123,636	123,636	123,636	127,070	127,070	127,070	131,191	
G9710-605600	2016 PRINCIPAL	264,783	267,210	267,210	267,210	269,641	269,641	269,641	274,498	
G9710-605700	2018 PRINCIPAL		116,188	116,188	116,188	120,555	120,555	120,555	124,351	
G9710-608000	2012 (2002) PRINCIPAL	135,000	135,000	135,000	135,000	140,000	140,000	140,000	145,000	
G9710-701100	2011 (2001) INTEREST	6,676	4,504	4,504	4,504	2,305	2,305	2,305	14,820	
G9710-705500	2014 (2005) INTEREST	25,947	22,341	22,341	22,341	18,632	18,632	18,632	-	
G9710-705600	2016 INTEREST	167,836	162,516	162,516	162,516	157,147	157,147	79,922	151,706	
G9710-705700	2018 INTEREST	54,514	113,024	113,024	113,024	109,473	109,473	55,641	105,799	
G9710-708000	2012 (2002) INTEREST	24,070	17,472	17,472	17,472	10,690	10,690	7,078	3,612	
TOTAL SERIAL BONDS		871,443	1,035,190	1,035,190	1,035,190	1,032,344	1,032,344	897,675	950,977	
9730 BOND ANTICIPATION NOTES										
G9730-607599	BAN Principal	116,754	-	-	-	-	-	-	203,496	
G9730-707599	BAN Interest	40,762	-	-	-	-	-	-	51,476	
TOTAL BOND ANTICIPATION NOTES		157,516	-	-	-	-	-	-	254,972	
9950 INTERFUND TRANSFERS										
G9950-900001	INTERFUND TRANSFER	683,300	-	-	140,500	-	-	-	-	
TOTAL INTERFUND TRANSFERS		683,300	-	-	140,500	-	-	-	-	
TOTAL SEWER EXPENSES		4,766,268	4,177,550	4,241,840	4,236,198	4,384,000	4,398,900	2,923,884	4,662,800	

CITY OF BEACON 2021 BUDGET

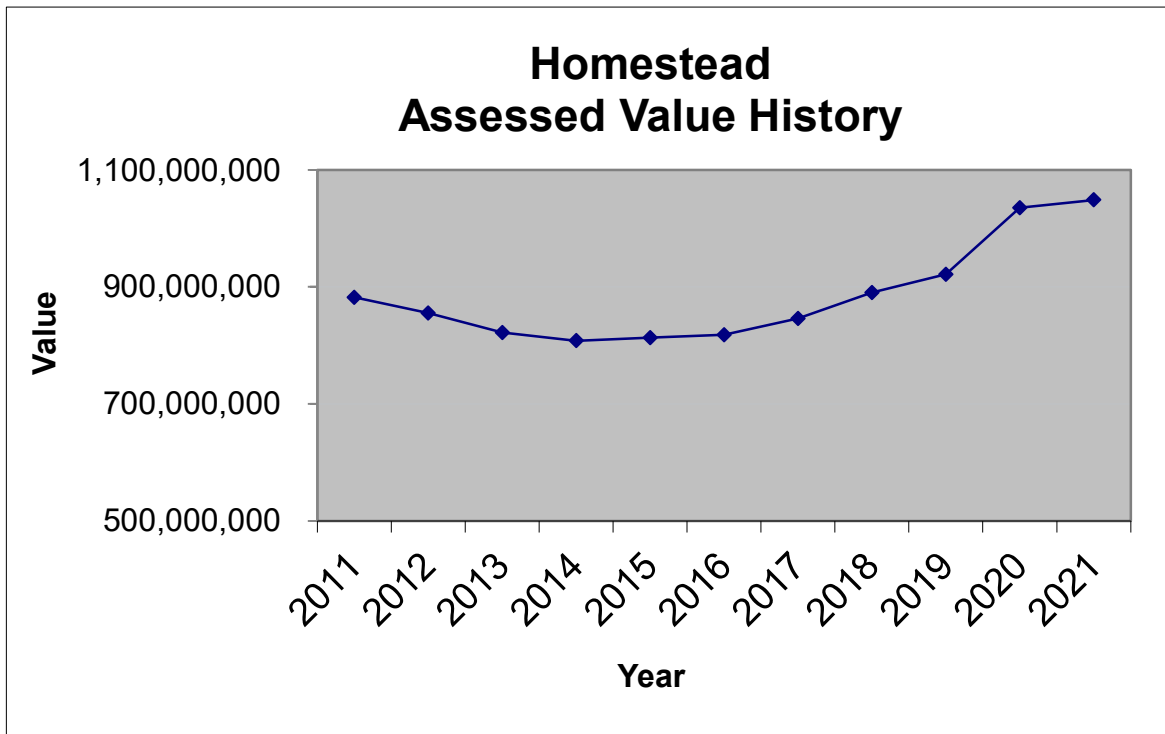
SEWER FUND REVENUE (G)		2018	2019	2019	2019	2020	2020	2020	2021	
		YTD	ADOPTED	REVISED	YTD	ADOPTED	REVISED	YTD	MAYOR'S	
		ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	BUDGET	ACTUAL	BUDGET	COMMENTS
		12/31/18		12/31/19	12/31/19		10/01/20	10/01/20		
8110 SEWER ADMINISTRATION										
G8110-126000	HEALTH INSURANCE REIMBURSEMENT	45,610	50,733	50,733	38,624	34,760	34,760	26,699	36,810	
G8110-126001	DENTAL INSURANCE	9,515	10,536	10,536	9,237	8,982	8,982	5,904	12,323	
G8110-212000	SEWER RENTS	823,036	1,175,568	1,175,568	1,039,403	1,175,568	1,175,568	969,544	1,199,079	
G8110-212001	CORRECTIONAL FACILITY	890,273	850,000	850,000	970,120	925,000	925,000	573,416	925,000	
G8110-212003	TOWN OF FISHKILL SEWER	1,226,702	1,010,000	1,010,000	1,168,135	1,100,000	1,100,000	504,828	1,100,000	
G8110-212007	BEACON SCHOOL BUS GARAGE	178	-	-	243	-	-	606		
G8110-212008	DUTCHESS STADIUM SEWER	4,255	-	-	5,547	-	-	322		
G8110-212009	DC TRANSPORT CENTER SEWER	751	-	-	-	-	-			
G8110-212800	SEWER PENALTY	6,878	5,000	5,000	5,777	5,000	5,000	5,721	5,000	
G8110-240100	INTEREST & EARNINGS	4,373	1,800	1,800	5,938	8,000	8,000	945	1,000	
G8110-240101	EFC INTEREST/SUBSIDY	21,969	17,472	17,472	17,472	10,690	10,690	7,078	15,588	
G8110-240105	INTEREST & EARNINGS - NYCLASS							248	1,000	
TOTAL SEWER ADMINISTRATION		3,033,540	3,121,109	3,121,109	3,260,496	3,268,000	3,268,000	2,095,311	3,295,800	
8130 WATER POLLUTION CONTROL										
G8130-212200	HAULER FEES	392,270	300,000	300,000	380,112	398,000	398,000	233,826	330,000	
G8130-212201	NEW WINDSOR TREATMENT	148,538	150,000	150,000	174,250	153,000	153,000	212,500	300,000	
G8130-212204	HAULER FEES BILLED MONTHLY	452,626	600,000	600,000	648,808	565,000	565,000	532,009	737,000	
TOTAL WATER POLLUTION CONTROL		993,434	1,050,000	1,050,000	1,203,170	1,116,000	1,116,000	978,335	1,367,000	
9950 INTERFUND TRANSFERS										
G9950-503100	INTERFUND TRANSFERS	-	-	-	-	-	-	-	-	
TOTAL INTERFUND TRANSFERS		-								
TOTAL SEWER REVENUES		4,026,974	4,171,109	4,171,109	4,463,666	4,384,000	4,384,000	3,073,646	4,662,800	

CITY OF BEACON
TAX CAP CALCULATION
2011-2021

	no levy growth 2021 Budget	Allowable 2021 Budget
Prior year tax levy	11,455,743	11,455,743
Tax base growth factor	1.0215	1.0215
	11,702,041	11,702,041
Prior Year PILOTS	234,017	234,017
	11,936,058	11,936,058
Allowable Levy Growth factor	1	1.0156
	11,936,058	12,122,261
Current year PILOTS	(283,655)	(283,655)
Tax Levy limit	11,652,403	11,838,606
Dollar growth	196,660	382,863
Effective percent	1.72%	3.34%
Difference	186,203	

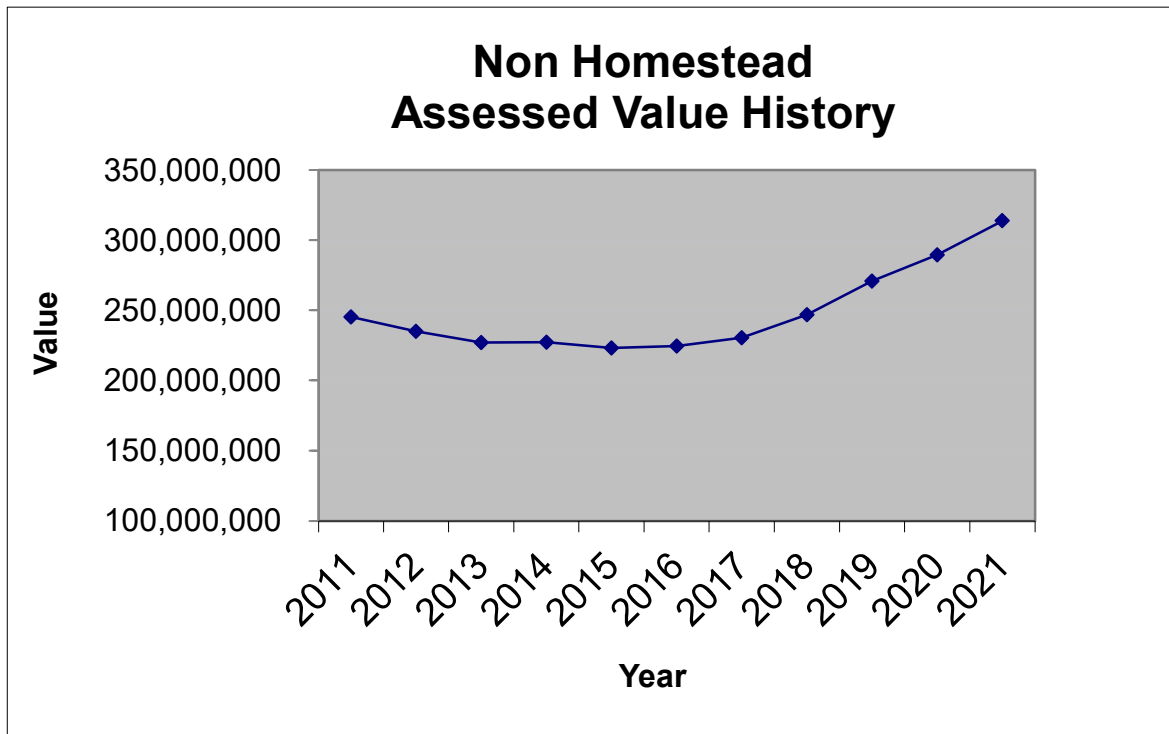
**CITY OF BEACON
HOMESTEAD
ASSESSED VALUES
2011-2021**

YEAR	VALUE
2011	882,174,740
2012	855,098,018
2013	821,822,287
2014	808,113,801
2015	813,005,888
2016	817,959,464
2017	846,174,024
2018	890,121,552
2019	921,272,380
2020	1,035,407,247
2021	1,048,977,807 as of 10/02/20



**CITY OF BEACON
NON HOMESTEAD
ASSESSED VALUES
2011-2021**

Tax YEAR	VALUE
2011	245,365,328
2012	234,984,661
2013	227,050,371
2014	227,215,482
2015	223,226,443
2016	224,589,575
2017	230,385,626
2018	246,894,305
2019	270,710,226
2020	289,494,865
2021	313,815,987 as of 10/02/20



**CITY OF BEACON
TAX LEVY
HISTORY
2011-2021**

	YEAR	LEVY AMOUNT	FUND BALANCE TO OFFSET LEVY
	2011	8,640,748	1,261,902
	2012	9,055,118	600,000
	2013	9,716,109	500,000
	2014	9,871,042	500,000
	2015	10,054,918	500,000
	2016	10,188,230	400,000
	2017	10,319,219	247,500
	2018	10,593,191	162,980
	2019	10,964,181	148,317
	2020	11,455,743	379,842
Proposed	2021	11,652,403	2,168,843



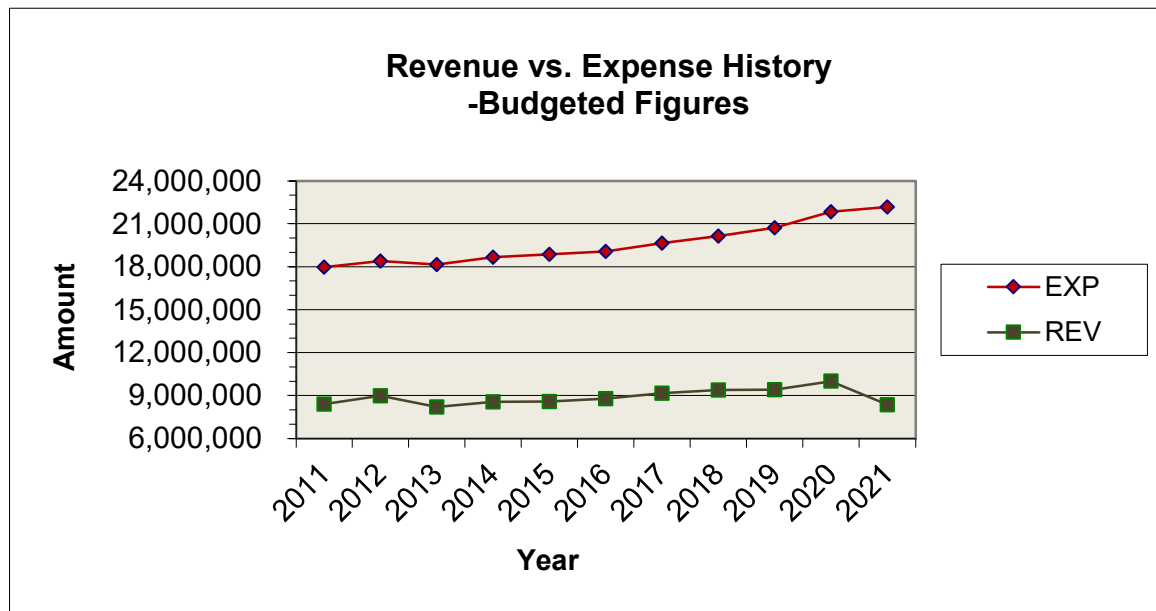
**CITY OF BEACON
GENERAL FUND
BUDGETED REVENUE vs. EXPENSE HISTORY
2011-2021**

EXPENSE BUDGET

REVENUE BUDGET

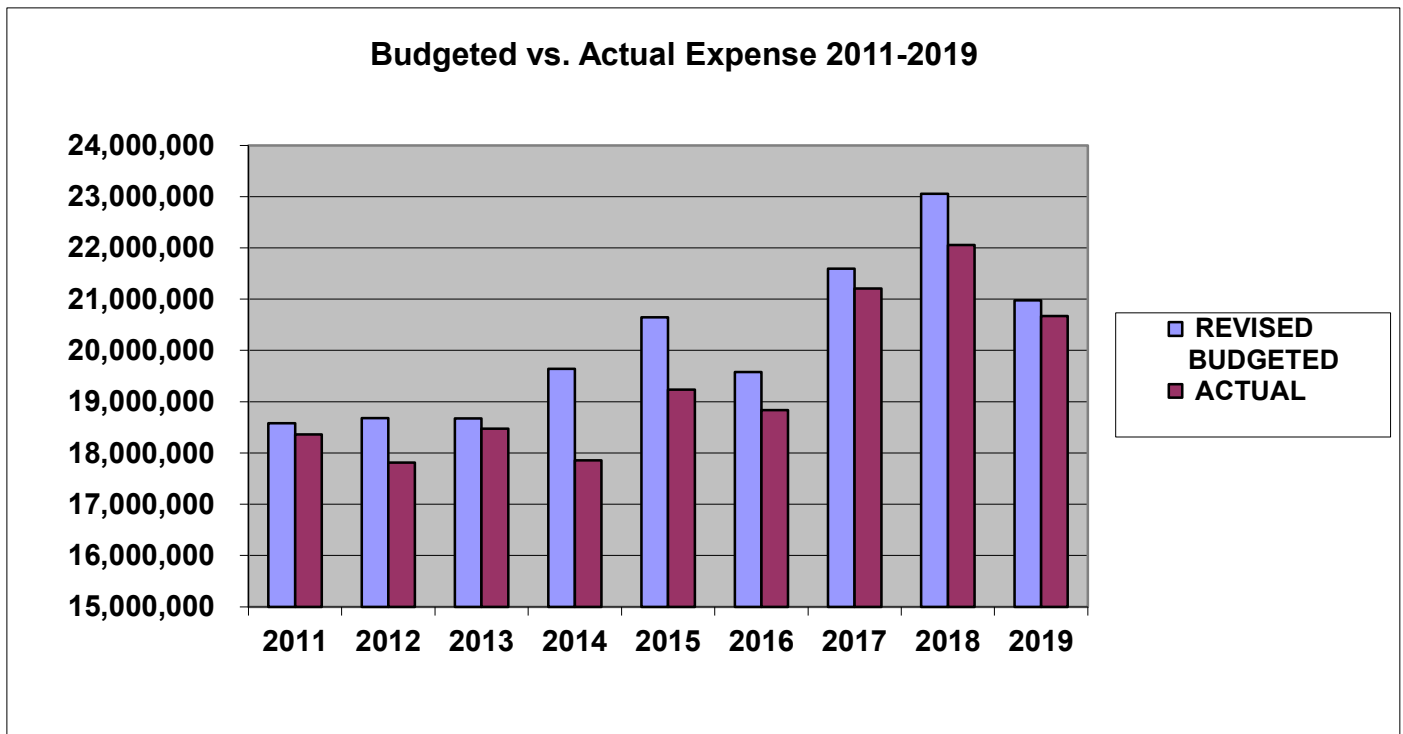
(without tax levy)

YEAR	AMOUNT	% INCREASE (DECREASE)	YEAR	AMOUNT	% INCREASE (DECREASE)
2011	17,978,372		2011	8,397,973	
2012	18,392,638	2.30%	2012	8,994,263	7.10%
2013	18,157,204	-1.28%	2013	8,210,774	-8.71%
2014	18,660,746	2.77%	2014	8,551,508	4.15%
2015	18,855,163	1.04%	2015	8,578,889	0.32%
2016	19,062,665	1.10%	2016	8,777,590	2.32%
2017	19,653,153	3.10%	2017	9,170,954	4.48%
2018	20,143,593	2.50%	2018	9,377,818	2.26%
2019	20,723,533	2.88%	2019	9,405,781	0.30%
2020	21,842,414	5.40%	2020	10,006,742	6.39%
Anticipated 2021	22,172,412	1.51%	2021	8,351,166	-16.54%



**CITY OF BEACON
GENERAL FUND
REVISED BUDGETED vs. ACTUAL EXPENSES
2011-2019**

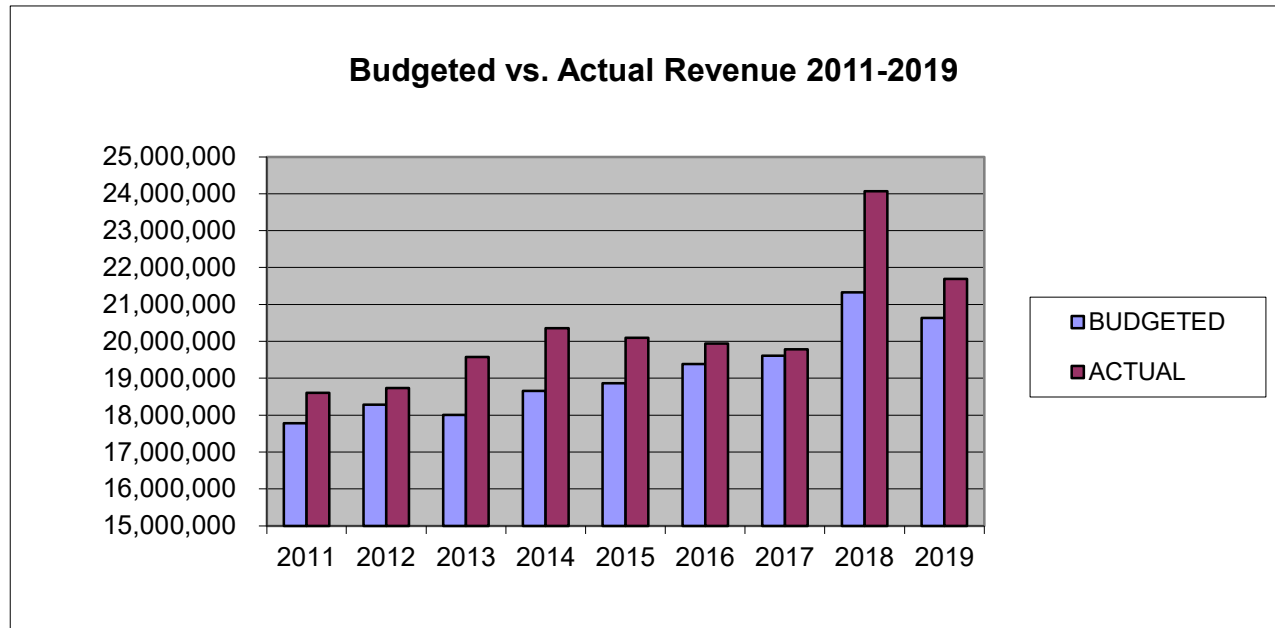
REVISED BUDGETED EXPENSES			ACTUAL EXPENSES		
YEAR	AMOUNT	% INCREASE (DECREASE)	YEAR	AMOUNT	% INCREASE (DECREASE)
2011	18,576,697		2011	18,362,395	
2012	18,677,813	0.54%	2012	17,812,128	-3.00%
2013	18,670,176	-0.04%	2013	18,471,844	3.70%
2014	19,638,447	5.19%	2014	17,854,996	-3.34%
2015	20,642,503	5.11%	2015	19,232,749	7.72%
2016	19,579,938	-5.15%	2016	18,837,931	-2.05%
2017	21,594,681	10.29%	2017	21,206,826	12.58%
2018	23,053,994	6.76%	2018	22,053,797	3.99%
2019	20,974,504	-9.02%	2019	20,670,861	-6.27%



Budget reflects final revised budget.

**CITY OF BEACON
GENERAL FUND
BUDGETED vs. ACTUAL REVENUES
2011-2019**

BUDGETED REVENUES (includes tax levy)			ACTUAL REVENUES		
YEAR	AMOUNT	% INCREASE (DECREASE)	YEAR	AMOUNT	% INCREASE (DECREASE)
2011	17,783,201		2011	18,599,242	
2012	18,278,889	2.79%	2012	18,729,604	0.70%
2013	18,003,967	-1.50%	2013	19,577,441	4.53%
2014	18,654,572	3.61%	2014	20,356,882	3.98%
2015	18,865,279	1.13%	2015	20,094,273	-1.29%
2016	19,385,715	2.76%	2016	19,942,253	-0.76%
2017	19,610,754	1.16%	2017	19,783,253	-0.80%
2018	21,322,086	8.73%	2018	24,069,898	21.67%
2019	20,631,114	-3.24%	2019	21,690,175	-9.89%



Budget reflects final revised budget.

**CITY OF BEACON
HISTORY OF TAX RATES
2011-2021**

Homestead			Non-Homestead	
	YEAR	RATE	YEAR	RATE
	2011	7.07	2011	9.78
	2012	7.52	2012	11.19
	2013	8.40	2013	12.40
	2014	8.63	2014	12.73
	2015	8.70	2015	13.35
	2016	8.82	2016	13.23
	2017	8.61	2017	13.17
	2018	8.39	2018	12.67
	2019	8.25	2019	12.41
	2020	7.64	2020	12.26
	Anticipated	2021	7.70	2021



NUMBER OF EMPLOYEES PER DEPARTMENT - ALLFUNDS

Department						BUDGETED						Budget to Budget Change
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	
Administrator	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	3.0	2.0	(1.0)
Assessor	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	-
Building	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	3.0	(1.0)
City Clerk	3.0	3.0	3.0	1.0	1.0	1.0	1.0	1.0	1.5	2.0	2.0	-
Council	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	-
Finance	3.0	3.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	-
Fire	13.0	13.0	13.0	14.0	14.0	14.0	14.0	14.0	14.0	17.0	17.0	-
Highway	14.0	14.0	14.0	14.0	15.0	15.0	15.0	16.0	17.0	17.0	17.0	-
Human Resource										-	1.0	1.0
Mayor	2.0	1.5	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	-
Park	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	-
Police	35.0	31.0	31.0	32.0	34.0	34.0	35.0	36.0	36.0	37.0	37.0	-
Police Office	2.0	3.0	3.0	3.0	2.5	3.0	3.0	3.0	3.0	3.0	3.0	-
Public Buildings	1.0	1.0	1.0	1.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	-
Recreation	0.5	0.5	0.5	1.0	1.5	1.5	3.0	3.5	3.5	3.5	3.5	-
Recycle	3.0	3.0	3.0	3.0	3.0	3.0	3.0	2.0	1.5	1.5	1.5	-
Water	7.0	9.0	10.0	9.0	8.0	10.0	11.0	11.0	11.0	11.0	11.0	-
Sewer	10.0	9.0	10.0	9.0	11.0	11.0	11.0	11.0	11.0	11.0	10.0	(1.0)
Totals	107.0	104.5	107.0	108.0	111.5	114.0	117.5	119.0	121.0	126.5	124.5	(2.0)

City of Beacon City Council Agenda
11/30/2020

Title:

Proposed 2020 Budget Amendments

ATTACHMENTS

[Proposed Amendments to the 2020 Budget](#)

Council Budget Amendments
December 7, 2020 Meeting

1. Amend the 2020 General Fund Police budget to update for contractual increases from the 2019-2021 Collective bargaining agreement, vacation buyouts from the MOA and compounded costs from being short-staffed, fulfilling required training, COVID quarantining and staff using available time. This is estimated to take the City through the end of the year. Below is the proposed budget amendment:

Transfer to:

A -03-3120-100200-	POLICE CHIEF SALARY	\$ 1,752
A -03-3120-101000-	REGULAR SALARIES	109,644
A -03-3120-105000-	OVERTIME	110,000
A -03-3120-108001-	HOLIDAY PAY	6,519
A -03-3130-101000-	REGULAR SALARIES	43,333
	Total	<u>\$271,248</u>

Transfer from:

A -00-0000-090900-	FUND BALANCE	<u>\$271,248</u>
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2. Amend the 2020 General Fund Council Budget to provide funding health insurance buy-outs. Below is the proposed budget amendment:

Transfer to:

A -01-1010-120000-	HEALTH INSURANCE BUY-OUT	<u>\$ 10,000</u>
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Transfer from:

A -00-0000-090900-	FUND BALANCE	<u>\$ 10,000</u>
--------------------	--------------	------------------

Respectfully submitted,
Susan K. Tucker CPA

City of Beacon City Council Agenda
11/30/2020

Title:

Mutual Aid: Water

ATTACHMENTS

[NYWARN Application Mutual Aid](#)



Membership Application

New York Water/Wastewater Agency Response Network (NYWARN)

NYWARN | 614 7th North Street | Liverpool, NY 13088 | 315.455.2614

System Name: City of Beacon Water and Wastewater

Mailing Address: 1 Municipal Plaza, Suite 1

City: Beacon **State:** NY **Zip:** 12508

E-mail: ebalicki@cityofbeacon.org

24 hour Telephone # : 845-245-5603 **Utility Website Address:** www.cityofbeacon.org/index.php/departments/water-and-sewer/

PRIMARY EMERGENCY CONTACT:

Name: Edward Balicki **E-mail:** ebalicki@cityofbeacon.org

Telephone: (845) 831-3136 **Cell Phone:** (845) 549-0002

SECONDARY EMERGENCY CONTACT:

Name: Charles Beckett **E-mail:** cbeckett@cityofbeacon.org

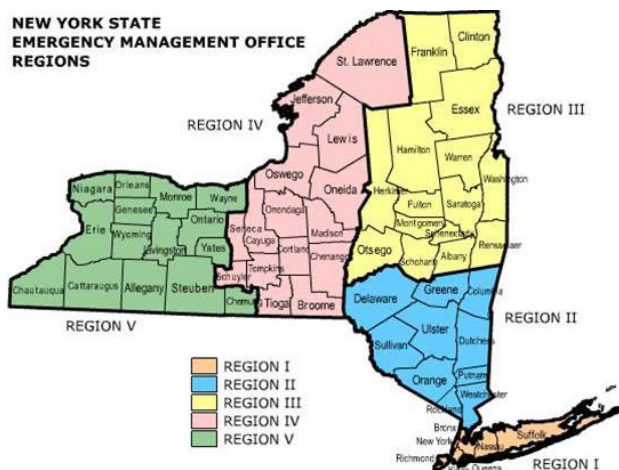
Telephone: (845) 831-7130 **Cell Phone:** (914) 497-8577

LOCATION OF SYSTEM:

New York State Emergency Management Region (see map below)

Reg 1 **Reg 2** X **Reg 3** **Reg 4** **Reg 5**

NEW YORK STATE
EMERGENCY MANAGEMENT OFFICE
REGIONS



RETURN COMPLETED APPLICATION TO:

NYWARN
c/o Jenny Ingrao
614 Seventh North Street
Liverpool, NY 13088
Fax – 315.455.2615
Email – jenny@nysawwa.org

Membership Application Continued on Page 2



Membership Information

New York Water/Wastewater Agency Response Network (NYWARN)

NYWARN | 614 7th North Street | Liverpool, NY 13088 | 315.455.2614

To better serve our NYWARN members, please fill out the following information.

What type of utility are you? ☐ Water ☐ Wastewater ☒ Both

Number of Employees: FT 21 PT

Water Utility Information: (please check all that apply)

Are you a distribution system or treatment system? ☐ Distribution ☒ Treatment

If you answered treatment system, please answer the following questions.

Population Served: 15,000 **# of Service Connections:** 6250

System Classification:

☒ IA ☐ IIA ☐ IB ☐ IIB ☐ C ☐ D

Source Water: ☒ Ground ☒ Surface

Treatment/Disinfection:

- ☐ Ultraviolet
- ☒ Chemical Disinfectants
 - ☐ Ozone
 - ☒ Chlorine

Wastewater Utility Information: (please check all that apply)

Average Daily Flow: 3.5 MGD **# of Lift Stations:** 5

What is your receiving water? Hudson River

Type of Treatment:

- ☒ Activated Sludge
- ☐ Trickling Filters
- ☐ Rotating Biological Contactors (RBC)

RETURN COMPLETED APPLICATION TO:

NYWARN
c/o Jenny Ingrao
614 Seventh North Street
Liverpool, NY 13088
Fax – 315.455.2615
Email – jenny@nysawwa.org



New York Mutual Aid and Assistance Agreement for Water/Wastewater Providers

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an Intrastate Program for Mutual Aid and Assistance, which is known as the New York Mutual Aid and Assistance Agreement for Water/Wastewater Providers.

ARTICLE I. PURPOSE

Recognizing that incidents which may impact health or safety may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the signatory utilities hereby establish an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, Members coordinate response activities and share resources during incidents. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

ARTICLE II. DEFINITIONS

- A. Authorized Official – An employee or officer of a Member utility that is authorized to:
1. Request assistance;
 2. Offer assistance;
 3. Refuse to offer assistance or
 4. Withdraw assistance under this agreement.
- B. Incident – A natural or human caused event or circumstance causing, or imminently threatening to cause, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, intentional acts, sabotage and war that is, or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member to fully manage and mitigate internally.
- C. Members – Any public or private Water or Wastewater Utility that manifests intent to participate in the Mutual Aid and Assistance Program by executing this Agreement.
- I. Associate Member – Any non-utility participant, approved by the State Steering Committee, that provides a support role for the WARN program, for example State Department of Public Health, or associations, who are members of the Regional or State Steering Committees and do not officially sign the WARN agreement.

2. Requesting Member – A Member who requests aid or assistance under the Mutual Aid and Assistance Program.
 3. Responding Member – A Member that responds to a request for aid or assistance under the Mutual Aid and Assistance Program.
 4. Non-Responding Member - A Member or Associate Member that does not provide aid or assistance during a Period of Assistance under the Mutual Aid and Assistance Program.
- D. Confidential Information - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail.
- E. Period of Assistance – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- F. National Incident Management System (NIMS): A national, standardized approach to incident management and response that sets uniform processes and procedures for incident response operations.

ARTICLE III. ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through Regional Committees, as needed, and a Statewide Committee. The purpose of a Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an incident. The designated regions correspond to the previously established New York State Emergency Management Office Regions as shown on the map contained in Exhibit I of this Agreement. Each Regional Committee, under the leadership of an elected Chairperson, shall meet annually to address Mutual Aid and Assistance Program issues. Each Regional Committee shall also meet annually to review incident preparedness and response procedures. The Chairperson of each Regional Committee represents their Regional Committee’s interests on the Statewide Committee. In addition to representing the interests of the Members, the Statewide Committee includes representatives from the New York State Health Department, New York State Emergency Management Office, Department of Environmental Conservation, New York State AWWA, New York State Rural Water Association, and others as may be designated by the Statewide Committee. Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate incident planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV. **PROCEDURES**

In coordination with the Regional Committees, the emergency management and the public health system of the state, the Statewide Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program. These procedures shall be reviewed at least annually and updated as needed by the Statewide Steering Committee.

ARTICLE V. **REQUESTS FOR ASSISTANCE**

A. Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur and provided to the State Steering Committee.

In the event of an Incident, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

B. Response to a Request for Assistance – Members of the agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Member's Authorized Official on the availability of resources shall be final.

ARTICLE VI. **RESPONDING MEMBER PERSONNEL**

A. National Incident Management System - When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the National Incident Management System.

- B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System, to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). All services provided by a Responding Member shall be performed with a reasonable level of care and competence. At a minimum, the Responding Member's designated supervisor shall be familiar with the NIMS Incident Command System. The Responding Member's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance.
- C. Food and Shelter – Whenever practical, Responding Member personnel must be self sufficient for up to 24 hours. Whenever possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the State per diem rates for that area. To the extent Food and Shelter costs exceed the State per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. Communication – The Requesting Member shall provide Responding Member personnel with communication equipment as available or radio frequency information to program existing equipment in order to facilitate communications with local responders and utility personnel.
- E. Status - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. Right to Withdraw - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as soon as is practicable under the circumstances.

ARTICLE VII.
COST- REIMBURSEMENT

The Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred during the specified Period of Assistance; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.

- A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for personnel costs incurred for work performed during the specified Period of Assistance. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member’s designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must include all personnel costs, including salaries or hourly wages, costs for fringe benefits, and reasonable indirect costs, unless otherwise agreed in writing.
- B. Equipment – The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency’s (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates orally or in writing to the Requesting Member prior to supplying the equipment. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If a Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member shall reimburse Responding Member for such rental costs.
- C. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

- D. **Payment Period** – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than (90) ninety days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the ninetieth (90th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payments shall occur not later than one (1) year after the date a final itemized bill is submitted to the Requesting Member. Any bill not paid within ninety (90) days, shall be assessed a penalty of eighteen percent (18%) per year on the unpaid portion of the bill.
- E. **Records** - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost, bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least six (6) years after the Period of Assistance or longer where required by law.

ARTICLE VIII. DISPUTES

If any controversy or claim arises out of, or relates to, the execution of the Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and if not resolved then, to the extent permitted by law, the parties shall endeavor to settle the dispute by binding arbitration before a panel of three persons chosen from the members of this Mutual Aid Agreement, excluding those Members that are parties to this dispute. Associate Members shall not serve on the arbitration panel. The arbitration shall be conducted in accordance with the laws of New York State.

ARTICLE IX. REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from Responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or other negligent acts, errors or omissions by Requesting Member or the Responding Member personnel. This shall not include a duty to indemnify for intentional or grossly negligent acts of the Responding party.

The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a specified Period of Assistance, the Members who receive and provide assistance shall have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their officers, agents and employees from any liability, claim, demand, action, or proceeding of whatever kind or nature arising out of a member's negligence in connection with the Incident during the Period of Assistance.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program. The following minimum insurance limits apply:

- A. Commercial General Liability - \$1,000,000 each occurrence and \$2,000,000 in aggregate, including products and completed operations liability
- B. Automobile Liability - \$1,000,000 combined single limit.
- C. Excess Liability - \$3,000,000 each occurrence and aggregate
- D. Property Insurance – Coverage for equipment used as part of this Agreement

ARTICLE XIV.
CONFIDENTIAL INFORMATION

Except to the extent disclosure is required by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and such owner may take any reasonable steps necessary to prevent the disclosure of the Confidential Information.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the applicable Regional Committee Chair receives the Agreement. The Regional Committee Chair shall maintain a list of all Members in the respective region. The Statewide Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Regional Committee Chair and the Statewide Chair. Withdrawal shall take effect sixty (60) days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal or termination of this Agreement.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement, legislative action, creation of an interstate aid and assistance agreement, or other developments. Modifications require a simple majority vote of Members within each region and a unanimous agreement between the regions. The Statewide Committee Chair must provide written notice to all Members of approved modifications to this Agreement. Approved modifications take effect ninety (90) days after the date upon which notice is sent to the Members.

ARTICLE XVIII.
SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity may have any rights under this Agreement as a third party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

ARTICLE XXI.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement may participate in Mutual Aid and Assistance activities conducted under the State of New York Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 20____.

Water/Wastewater Utility: City of Beacon Water and Wastewater

By: Edward Title: Balicki

Signed: _____ Date: _____

City of Beacon City Council Agenda
11/30/2020

Title:

City Administrator Hiring Process

ATTACHMENTS

City of Beacon City Council Agenda
11/30/2020

Title:

Police Chief Search Update

ATTACHMENTS

City of Beacon City Council Agenda
11/30/2020

Title:

Tioronda Bridge Project Funding

ATTACHMENTS

Resolution Authorizing Multi-Modal Program Aid

Project Approval Cover Letter from New York State Department of Transportation

Multimodal Program Capital Project Agreement



**CITY OF BEACON
CITY COUNCIL**

RESOLUTION NO. ___ OF 2020

**A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST
INSTANCE OF THE STATE MULTI-MODAL PROGRAM-AID (AND STATE
ADMINISTERED FEDERAL PROGRAM AID) ELIGIBLE COSTS, OF A CAPITAL PROJECT,
AND APPROPRIATING FUNDS THEREAFTER**

WHEREAS, a Project for the Replacement of Tioronda Bridge over the Fishkill Creek connecting South Avenue, P.I.N. 8MA308.30A (the “Project”) is eligible for funding [under Title 23 U.S. Code, as amended, and] New York State’s Multi-Modal Program administered by the NYS Department of Transportation (NYSDOT); and

WHEREAS, the City of Beacon desires to advance the Project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs of the Project; and

NOW, THEREFORE, the City Council, duly convened does hereby

RESOLVE, that the City Council hereby approves the above-subject project; and it is hereby further

RESOLVE, that the City of Beacon hereby authorizes the City of Beacon to pay in the first instance 100% of the federal and non-federal share of the cost to Replace the Tioronda Bridge over the Fishkill Creek connecting South Avenue work for the Project; and it is further

RESOLVED, that the sum of \$1,022,526.59 is hereby appropriated from the City of Beacon (or pursuant to _____) and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above the City of Beacon shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Administrator thereof, and it is further

RESOLVED, that the City Administrator of the City of Beacon be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for the Multi-Modal Program Funding on behalf of the City of Beacon with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s first instance funding of project costs and permanent funding of the local share of federal-aid and all Project costs that are not so eligible, and it is further

RESOLVED, that a Certified Copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further



RESOLVED, that a Certified Copy of this Resolution be filed with the Commissioner of Transportation of the State of New York by attaching it to any required and/or appropriate Agreements executed in connection with the project between the City of Beacon and the State of New York; and it is further

RESOLVED, that this Resolution shall take effect immediately.

Resolution No. ____ of 2020			Date: _____				
" Amendments			" 2/3 Required				
" Not on roll call			" On roll call			" 3/4 Required	
Motion	Second	Council Member	Yes	No	Abstain	Reason	Absent
		Terry Nelson					
		Jodi McCredo					
		George Mansfield					
		Amber Grant					
		Air Rhodes					
		Dan Aymar-Blair					
		Mayor Lee Kyriacou					
		Motion Carried					



October 23, 2020

Mr. Anthony Ruggiero, City Administrator
City of Beacon
One Municipal Plaza
Beacon, NY 12508

**RE: CITY OF BEACON
MULTI-MODAL #4, PROJECT PIN #8MA308.30A**

Dear Mr. Ruggiero:

This is to advise you that the Multi-Modal #4 Program project identified in Schedule A of the enclosed Universal Multi-Modal (MM) Capital Project Agreement has been officially approved for funding. The next step in the approval process is the joint execution of this agreement between NYSDOT and the City of Beacon.

Reimbursement cannot occur before this contract is fully executed and approved by the State Comptroller. Due to the inclusion of "Other State Funds", NYSDOT requires a Local Resolution for the funding of municipally-owned highway, bridge, or aviation mode projects. Attached is one (1) electronic copy of the Master Agreement and Schedule A, which must be signed and notarized, along with included sample resolution.

Also enclosed is a standard Multi-Modal Sponsor's Payment Request Form (FIN 421mm). Upon the return to you of your copy of the fully-executed Agreement, complete the payment request form for any eligible expenditure that has been made. Submission of your completed form to the Local Projects Unit will enable you to obtain reimbursement for these expenditures. You may duplicate or otherwise reproduce this form as often as needed. Reimbursements may not exceed the approved or actual eligible Multi-Modal project costs, whichever is less.

If you have any questions regarding the Multi-Modal Program, please feel free to call me at (845) 431-5804 or e-mail me at marshall.gioia@dot.ny.gov.

Sincerely,

Marshall Gioia

Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Attachments

MULTI-MODAL PROGRAM CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. D027661

THIS AGREEMENT made this _____ day of _____, 202_, is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, New York 12232 and

the **City of Beacon** (the "**Sponsor**"), with offices at One Municipal Plaza, Beacon, NY 12508

to provide for the funding, construction, reconstruction, improvement, reconditioning and preservation of a project or projects within the Multi-Modal Programs, consisting of rail passenger facility and equipment, rail freight facility, certain port facility; fixed ferry facility, municipal and private airport and aviation facility, and State, county, town, city, and village road, highway, parkway and bridge capital project(s), as more fully described for the purposes of this contract in Schedule(s) A hereof (the "Project"). The amount of **NYSDOT's** funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A for funding by **NYSDOT**.

WITNESSETH:

WHEREAS, Transportation Law 14-k establishes the Multi-Modal Programs, that provide bond funding for projects authorized pursuant to such section as approved by the Commissioner of Transportation, following appropriation by the Legislature or pursuant to authorization by the Legislature for capital projects; and

WHEREAS, pursuant to appropriation or authorization for capital projects Multi-Modal Programs funding of the Project herein is authorized and, the **Sponsor** certifies to **NYSDOT** that the service life of the Project is ten (10) or more years; and

WHEREAS, for the following project types the **Sponsor** also certifies as follows:

- ☐ for airports and aviation facilities - that federal funding is not available to the Project, but the Project is consistent with an approved airport layout plan;
- ☒ for State or local roads, highways and bridges - that the Multi-Modal Programs funding is not used for the mandated non-federal share of a federally funded project and the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the Multi-Modal Programs funding; and

- ☐ *Check here if State-administered Federal Aid applicable (Cannot apply to aviation or to provide the non-federal matching share of highway/bridge mode projects):*

WHEREAS, the United States has provided for the apportionment of federal-aid funds to the State for the purpose of carrying out federal-aid projects; and

WHEREAS, **NYSDOT** is authorized to provide such federal aid to the **Sponsor** or use such federal aid for the Project and such federal aid is being provided through this agreement; and

WHEREAS, the **Sponsor** is not a sectarian organization,

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Multi-Modal Program Capital Project Agreement";
 - Schedule A - Project Description, Funding and Development Schedule;
 - Schedule B - Scope of Work
 - EXHIBIT A - Work Requirements
 - EXHIBIT B - Record Keeping Guidelines
 - EXHIBIT C (as applicable) - Consultant Selection Procedures
 - Appendix A - New York State Required Contract Provisions
 - Appendix A-1 - Supplemental Title VI Provisions (Civil Rights Act)
 - Local Resolution(s) - duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the **Sponsor** to execute this Agreement on behalf of the **Sponsor** and appropriating or otherwise providing the Project funding required therefor.
- 1.1 For State administered Federal Aid projects (*not applicable to airports, aviation facilities or road, highway, parkway or bridge projects*) that include federal funding under this Agreement, the Agreement shall also include:
- Appendix B (as applicable) Requirements for Federally Aided Transportation Projects

2. *Work, Maintenance & Operation.* **Sponsor** shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, inclusive of the Scope of Work described in Schedule B, and shall fund all costs attendant such completion. The work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by **NYSDOT** subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal requirements. **Sponsor** shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto.

2.1 *Useful Life of Project.* Sponsor warrants that the useful life of the project is not less than ten (10) years.

2.2 *Operation and Maintenance of Project.* Upon Project completion, **Sponsor** will operate and maintain the Project at no expense to **NYSDOT** and, during the useful life of the Project according to federal guidelines, **Sponsor** shall not discontinue operation of the Project without the prior written approval of **NYSDOT**.

2.3 *Disposition or Encumbrance of Project.* **Sponsor** will not dispose of or encumber the Project or cause the Project to be withdrawn from public service during its useful life without the prior approval of **NYSDOT**, which approval is reserved for the purposes of assuring compliance with: (1) **NYSDOT** or **Sponsor** assurances or certifications to a Federal agency in connection with federal funding or the Multi-Modal Funding made hereunder; and/or (2) Project restrictions that may apply because the Multi-Modal Funding is funded from the proceeds of tax-exempt debt obligations.

3. *Project Commencement, Completion.* Subject to the State Comptroller's approval, this Agreement takes effect on the date above written. **Sponsor** will diligently pursue the Project to completion within the time set forth in Schedule A. Failing Project completion within such period, or agreement by **NYSDOT** to extend Project completion date for good cause, this Agreement will expire and be of no further force or effect.

4. *Municipal Deposit.* Where work is performed by consultant or construction contract entered by **NYSDOT**, or by **NYSDOT** forces, the **Sponsor** shall deposit with the State Comptroller, prior to the award of **NYSDOT**'s contract or **NYSDOT**'s performance of work by its own forces, the full amount of the non-federal share of the Project costs due in

accordance with Schedule A.

5. *Multi-Modal Funding; Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, **NYSDOT** agrees to reimburse eligible project costs in accordance with, and not to exceed amounts identified in, Schedule A. Multi-Modal Program funding shall be used solely for the payment of Eligible Costs (hereinafter defined) **Sponsor** incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** For work performed by **NYSDOT**, **NYSDOT** will directly apply applicable federal aid and any applicable **Sponsor** Deposit for the non-federally aided portion, and shall request funding of Multi-Modal aid to the **Sponsor** as described below. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse the **Sponsor** with applicable federal aid and Multi-Modal aid as described below.
- 5.1 *State Administered Federal Aid* (not applicable to airport/aviation or *highway/bridge projects*). **NYSDOT** will administer federal funds for the benefit of the Municipality for the federal share and will fund the percentage designated in Schedule A of federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse federal aid-eligible expenditures in accordance with **NYSDOT** policy and procedures.
- 5.2 *Multi-Modal Aid.* **NYSDOT** will: (a) for Multi-Modal Program 1,2, & 4 (MM#2 and MM#4 in Schedule A) funding, **NYSDOT** will reimburse to the **Sponsor** from State monies in the first instance, and request corresponding reimbursement to **NYSDOT**; and/or, (b) for Multi-Modal Program 3 (MMP3 in Schedule A) funding, request Dormitory Authority of the State of New York (DASNY) reimbursement to the **Sponsor** or, for State-administered State highway system projects to **NYSDOT** for the Multi-Modal share of participating Project costs incurred in connection with the work covered by this Agreement, subject to the amounts thereof and limitations set forth on Schedule A. Only "Eligible Project Costs" (as defined in Multi-Modal Program criteria issued by **NYSDOT**) are reimbursable.
- 5.2.1 *Multi-Modal Eligible Project Costs.* To be eligible for Multi-Modal aid, Project costs must: (a) be eligible pursuant to subdivision §5.2.2 below and such other Multi-Modal Program Policies and Criteria as are established for each mode by **NYSDOT** including but not limited to **NYSDOT**'s MM Program Guidelines criteria; and (b) be for work which, when completed, has a certifiable service life of at least ten (10) years; and, (c) meets the requirements of the State Environmental Quality Review Act (SEQRA); and, (d) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.**
- 5.2.2 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A. **Sponsor** may also use as provided in this subdivision State-aid §5.2.2 hereunder for the reimbursement of salaries and wages to employees of **Sponsor** for carrying out the Project; fees to consultants and professionals retained by **Sponsor** for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.
- 5.2.3 ***Sponsor Debt Service.*** Multi Modal program funds shall not be used to pay a **Sponsor** for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a **Sponsor** for payments of the principal portion of a local bond or note which a **Sponsor** might issue to pay for the construction of a capital project.
- 5.3 *Other State-Aid.* Subject to the terms of applicable appropriations and statutes associated with State-aid for the Project provided through this Agreement, **NYSDOT** will reimburse eligible Project costs from such other State-aid as may be identified in Schedule A hereof for payment under this Agreement. The eligibility of such costs shall be determined in accordance with subdivisions §5.2.2 and §5.2.3 hereof, subject to such further or other reimbursement eligibility requirements or restrictions that impose in connection with the applicable other State-aid funding source or program authorization.

6. *Payment of Applicable Federal-Aid, Multi-Modal and Other State-Aid.* Payment of applicable Federal-Aid, Multi-Modal and other State-aid hereunder shall be as follows:
- 6.1 *Payment Upon Completion.* **The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained.** Except where subdivision §6.2 applies, payment to **Sponsor** shall be made upon the application of **Sponsor** to **NYSDOT upon Project completion**, on the basis of work accomplished and, subject to applicable retainage, the submission of duly completed payment requests and certifications in a form approved by **NYSDOT**, including such information as **NYSDOT** deems necessary to assure compliance with the program requirements and this Agreement.
- 6.2 *Periodic Reimbursement.* If the **Sponsor** and **NYSDOT** find it desirable to have reimbursement made periodically in accordance with a payment cycle established by **NYSDOT** and, upon the request and certification therefor by the **Sponsor**, **NYSDOT** may authorize payments (DASNY, as applicable) based on billings prepared by the **Sponsor** in accordance with **NYSDOT** requirements, and based on costs incurred as disclosed by the records thereof, as required by the Project, with applicable adjustments (including for applicable retainage) to be made after audit by **NYSDOT** or, as applicable because of federal funding, FHWA, the Federal Transit Administration or Federal Aviation Administration. These payments shall be made as moneys become available therefor.
- 6.3 *Sponsor Certifications.* The **Sponsor** will certify in each payment request that: (i) Project work was performed in accordance with the State Environmental Quality Review Act (SEQRA); (ii) Project work was performed in accordance with the design and contractual requirements of **Sponsor** and **Sponsor's** design professional; and (iii) such payment request does not duplicate reimbursement of costs and services received from other sources.
- 6.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, **NYSDOT** and the State Comptroller. Following **NYSDOT** approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional **NYSDOT** Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
7. *Records and Accounts.* **Sponsor** shall maintain accurate records and accounts of all financial transactions which shall show in detail all income and all expenditures, including but not limited to, payments for Eligible Costs. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards and as required by Exhibit B annexed hereto. All expenditures of reimbursed costs hereunder shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to **Sponsor's** financial transactions, including the expenditure of the Multi-Modal Funding and all other funds secured and services rendered for the benefit of **Sponsor** in connection with the Project.
- 7.1 *Extended Records Retention Requirements.* To ensure that **NYSDOT** meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that **NYSDOT** may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project costs(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

8. *Ethics Considerations.* In addition to **Sponsor's** conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Multi-Modal Funding made hereunder, no member of **Sponsor's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Multi-Modal Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Sponsor** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.
9. *NYSDOT Performance Review.* **NYSDOT** may review the **Sponsor's** performance of this agreement in such manner and at such times as **NYSDOT** shall determine, and such review may include field visits by **NYSDOT** representatives to the Project and/or the offices of **Sponsor**. **Sponsor** shall at all times make available its employees, records and facilities to authorized **NYSDOT** representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of **Sponsor's** performance of the Project, its use and operation.
10. *Notice of Governmental Audit.* **Sponsor** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations or reports of **Sponsor** within five (5) days of receiving information relating thereto.
11. *Project Maintenance and Operation.* Upon Project completion the **Sponsor** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient transportation operations. The maintenance schedule shall remain in effect for a period of at least ten (10) years from Project completion and shall not be terminated without prior written authorization from **NYSDOT**.
12. *State Recovery of Ineligible Reimbursements.* **NYSDOT** shall be entitled to recover from the **Sponsor** any moneys paid to the **Sponsor** pursuant to this Agreement which are subsequently determined to be ineligible for applicable Federal Aid or Multi-Modal Aid hereunder.
13. *Inspection and Audit.* **Sponsor** shall permit the authorized representative of **NYSDOT** and/or the New York State Comptroller to inspect and audit all books, records and accounts of **Sponsor** pertaining to the Project under this Agreement. **Sponsor** shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.
14. *Contract Executory.*
 - 14.1 This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.
 - 14.2 This agreement shall remain in effect so long as federal and State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the

duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted. **Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

15. *Sponsor Liability.*

15.1 If the **Sponsor** performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the **Sponsor**, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The **Sponsor** specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

15.2 The **Sponsor** shall indemnify and save harmless **NYSDOT** and the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the **Sponsor**, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the **Sponsor's** failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

16. *No Assignment of Transfer of Contract.* **Sponsor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of **NYSDOT** first having been obtained.

17. *Independent Contractor.* The officers and employees of the **Sponsor**, in accordance with the status of the **Sponsor** as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

18. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2, 11 and 16, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

19. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as applicable federal aid and Multi-Modal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

20. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

21. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

- 21.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.
- 21.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.
- 21.3 *New York Transportation Law, Section 427, Equal employment opportunity program*, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement.
22. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the Multi-Modal Program Guidelines and as such may be amended from time to time.
23. *Appendix A.* Appendix A, Standard Provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.
24. *Notice Requirements:*
- 24.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.
- 24.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
- 24.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 24.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, **NYSDOT** has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this Instrument to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor

NYS DEPARTMENT OF TRANSPORTATION

BY: _____

BY: _____
for the Commissioner of Transportation

TITLE: _____

DATE: _____
Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

DATE: _____

Sponsor ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF DUTCHESS)

On this _____ day _____, 202__, before me personally came _____,
to me known, who being by me duly sworn did depose and say the he/she resides at _____;

that he/she is the _____ of the **Sponsor** described in and which
executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor**
pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and
made a part hereof.

Notary Public

APPROVED:

APPROVED AS TO FORM:

BY: _____

For the NYS Comptroller pursuant
to Section 112, State Finance Law

BY: _____
NYS Attorney General

Multi-Modal Project Agreement – Schedule A

Page 1 of 2

Instruction: One Schedule may be used for all Phases

OSC Contract # D027661

Project Commencement Date: 11/15/2020

Project Completion Date: 12/15/2025

AGREEMENT PURPOSE: ☒ **MAIN** (Master) Agreement ☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (Check all boxes that apply as shown in area below):

- ☐ Multi-Modal (MM) Program #1 (MM#1) ☐ MM#2 ☐ MM#3 ☒ MM#4
☒ Multi-Modal Program #1, 2, 3 or 4 & other State Funding ☐ Multi-Modal Program #1, 2, 3 or 4 & Federal Aid
☐ Multi-Modal Program #1, 2, 3 or 4 & other State Funding & Federal Aid

PROJECT TYPE (Check only one box below):

- ☐ Rail ☐ Port ☐ Aviation ☐ State System Highway/Bridge ☒ Local Highway/Bridge ☐ Fixed Ferry Facility

PROJECT ID NUMBER: 8MA308.30A

Project: Replace the Tioronda Bridge over the Fishkill Creek connecting South Avenue

Location: South Avenue

Project Owner/Operating & Maintenance Responsibility: City of Beacon

Type of Organization:

- ☒ **Municipality** ☐ **Public Authority** ☐ **Not-for-Profit Corporation** ☐ **Tax-exempt**
☐ **Railroad Corporation** ☐ **Transportation Corporation** ☐ **Educational Corporation**
☐ **Business Corporation** ☐ **Partnership** ☐ **Proprietorship** ☐ **Other (list):**

Check Project Phases Covered by this Agreement:

- ☒ P.E./Design ☒ ROW Incidentals ☒ Acquisition ☒ Construction, C/I, & C/S

List all applicable 6 or **9-digit PIN** Fiscal Shares eligible for Multi-Modal funding (e.g., 123456.**121**; 123456.**122**):

Work Type(s): New Bridge Construction

A. Legislatively Approved Multi-Modal Funding in Memorandum of Understanding

Reference or, if applicable, List Project Identification Number	DESCRIPTION	Maximum Authorized Multi-Modal Funding Amount
8MA308.30A	Replace the utility bridge over the Fishkill Creek with a pedestrian replica of the Tioronda Bridge with emergency access.	\$500,000.00
TOTAL		\$500,000.00

B. Summary of Approved Multi-Modal & Other Eligible Costs UNDER THIS CONTRACT Number

List Eligible Funding Share(s) by applicable Project ID Number or PIN	FEDERAL AID Funding (If Applicable)	STATE MULTI-MODAL Funds	OTHER STATE Funding (If Applicable)	LOCAL Funding (If Applicable)	TOTALS
8MA308.30A	\$0	\$500,000.00	\$22,526.59	\$500,000.00	\$1,022,526.59
TOTAL ELIGIBLE COSTS	\$0	\$500,000.00	\$22,526.59	\$500,000.00	\$1,022,526.59

C. Summary of Project Costs NOT Under this Contract #, if any (For Information Purposes Only)

List any Other Funding or Fiscal Share(s) by Project ID Number or PIN (if applicable)	List Name of Fund SOURCE Type (e.g., Other MM1, MM2, MM3, MM4, 100% Local Expenditure, Other State Source (e.g., Member Item, CHIPS, etc.), Public Authority, Private, Utility, Other Federal Aid Category)	List any Other STATE Funding Amounts	List any Other FEDERAL or NON-STATE (Local) Funding Amounts	TOTALS
			\$	\$
		TOTAL Other Costs:	\$	\$

D. TOTAL PROJECT COST SUMMARY (all Section “B” + “C” funding listed above)

TOTAL FEDERAL AID (if applicable)	TOTAL MULTI-MODAL STATE SHARE(S)	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any Other State Aid)	TOTAL FUNDING (all sources)
\$0	\$500,000.00	\$500,000.00	\$22,526.59	\$1,022,526.59

SCHEDULE B: Construction Project Type Phases, Subphases/Tasks, and Allocation of Responsibility Page 1 of 4

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for *each applicable Subphase task* by entering an "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	MUNICIPALITY
__ A1. Preliminary Engineering ("PE") Phase		
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.		X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		X
3. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed.		X
4. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.		X
5. Obtain aerial photography and photogrammetric mapping.		X
6. Perform all surveys for mapping and design.		X
7. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the <i>Highway Design Manual</i> , all Highway Design (including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures), preparation of any necessary bridge site data package and all Structural Design (including any necessary hydraulic analyses, foundation design), all design of highway appurtenances and systems (e.g., Signals, IVHS facilities), and maintenance and protection of traffic plans. FRA criteria will apply to rail work.		X
8. Perform landscape design (including erosion control).		X
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		X
10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.		X
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X
12. Conduct any required soils and other geological investigations.		X
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
14. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.		X

15. Prepare and execute any required agreements, including: -- Railroad force account -- Maintenance agreements for sidewalks, lighting, signals, betterments. -- Betterment Agreements -- Utility Work Agreements for any necessary Utility Relocations of Privately-owned Utilities.		X
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT		X
___ A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary taking lines.		X
2. Prepare Right-of-Way (ROW) mapping.		X
3. Obtain abstracts of title and certify those having an interest in right-of-way to be acquired.		X
4. Secure Appraisals and perform Appraisal Review.		X
5. Establish an amount representing just compensation.		X
6. Determine whether any ~~ade minimus~~ or other exemption from public hearing that would otherwise be required by the Eminent Domain Procedure Law is applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.		X
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, and are not exempt from hearing requirements per paragraph A2-6 above, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		X
8. Prepare a Table of Right-of-Way Acquisitions for inclusion in the Design Report.		X
9. Prepare relocation plans, if required.		X
___ B. Right of Way (ROW) Acquisition (for a Federal-aided project, eminent domain, condemnation or municipal Right-of-Way acquisition activities must be accomplished in compliance with the Uniform Relocation Assistance and Property Acquisition Policy Act of 1970, as amended. NYSDOT will monitor the right-of-way activities for compliance.)		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept delivery of title to any and all permanent property rights acquired for the project (other than any rights of way acquired for a reverse betterment or other project involving an Interstate or state highway) and the Municipality directs its signatory to this agreement to accept delivery of the deed(s) from NYSDOT conveying the acquired property upon completion of the Project or sooner at the mutual agreement of NYSDOT and the municipality. When the Municipality performs Right-of-Way Acquisition work it shall designate the local responsible official for making key decisions regarding the acquisition process (e.g., adoption of a minimum payment; setting the just compensation amount; approval of administrative or legal settlements; need or conditions for releases of encumbrances; signing the acquisition maps; commencement of condemnation proceedings; signing the right-of-way clearance certificate; and other administrative decisions as necessary).		X
2. Provide required relocation assistance.		X
3. Conduct condemnation proceedings, court, and any other legal actions required to acquire properties.		X
4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		X

5. Provide right-of-way Clearance Certificate at appropriate time prior to construction.		X
6. Conduct property management activities, including establishment and collection of occupancy and use permit fees, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		X
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		X
___ C. Construction (C), Supervision (C/S) and Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		X
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review and approve any proposed subcontractors, vendors, or suppliers.		X
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.		X
7(A). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.		X
7(B) For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of, NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.		X
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.		X
10. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
11. Administer all construction contract claims, disputes or litigation.		X
12. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.		X

EXHIBIT A Work Requirements

The work of the project shall be performed in accordance with the following requirements:

1. The Sponsor shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA"), State Environmental Quality Review Act, and Smart Growth Public Infrastructure Policy Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.
2. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law. The contract between the Sponsor and its contractor(s) must comply in every way with applicable laws, rules, and regulations. NYSDOT shall not be a party to any such third party contract between the Sponsor and its contractor(s).
3. For Consultant Services – when a Sponsor manages and administers consultant contracts (see Exhibit C for Consultant Selection Procedures) it must ensure that a complete and acceptable product is received on time, within standards, and within budget.

Sponsor must conduct contract administration activities to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements.
- Receiving, reviewing and assessing reports, plans and other required products.
- Reviewing invoices and approving payments.
- Record-keeping and reporting.
- Controlling costs and schedule.
- Identifying changes to the scope of work and preparation of supplemental agreements.
- Completing performance evaluations.

4. For Construction Projects – Plans, Specifications and Estimates must comply with the following:
 - a. As may be required by NYSDOT and for all federal-aid projects: (i) all construction materials and construction methods shall be in accordance with NYSDOT Standard Specifications; (ii) the Sponsor shall design and construct the Project, or cause it to be designed and constructed, in accordance with standards agreed to by NYSDOT under the supervision of a professional engineer, or architect or other professional as agreed to by NYSDOT. Construction supervision work shall be performed by the Sponsor or by contract.
 - b. As may be required by NYSDOT and for all federal-aid projects, the record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Sponsor shall be in accordance with NYSDOT Standard Specifications whether or not such procedures are required for the receipt of Federal-Aid.
 - c. Any contract plans and specifications submitted to NYSDOT for approval shall be stamped with the seal of a design professional licensed in this State and shall be signed by such professional as approved by NYSDOT. As may be required by NYSDOT and for all federal-aid projects, the plans and specifications shall be filed with NYSDOT.
5. As required by law, construction contract procurements shall be based on competitive bidding, and shall be subject to the approval of NYSDOT, in the following manner:
 - a. As may be required by NYSDOT and for all federal-aid projects, prior to advertising for bids, one copy each of the proposed contract, plans, specifications and all related bidding documents shall be submitted to NYSDOT for approval. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Sponsor subject to the approval of NYSDOT.
 - b. Advertisement for competitively bid projects must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.

c. The following contract award items shall be maintained and submitted to NYSDOT upon request:

1. Proof of publication of advertising for bids.
2. Certification of all bids received with tabulation of up to six lowest.
3. Copy of the proposal signed by the bidder selected for award of the contract.
4. If the award is not to be made to the lowest bidder, a statement of explanation.
5. Bid amount broken down by fiscal shares.
6. Competitive bidding statement.
7. Recommendations for award.
8. Analysis of low bid, including identification of unbalanced bids.
9. Certification of quantities of items bid 25% or greater over the estimate.
10. Non-collusive Bidding Certification.
11. Bidder Debarment History Certification.
12. For contracts over \$100,000 or as otherwise required (For Federal Aid projects, defer to DBE requirements):
 - Schedule of proposed MWBE participation; and
 - NYS Uniform Contracting Questionnaire (CCA-1).

6. Force Account Payments – a method of performing construction work using the Sponsor's employees and pre-purchased/delivered materials. The Sponsor must keep supporting documentation for personnel service and non-personnel service costs including the following material:

Payroll Time Sheets – The employee's approval and the employee's supervisor's approval is required on each time sheet. These approvals attest to the employee's assignment and hours worked on the projects indicated, and demonstrate that periods of paid leave are charged to appropriate leave categories or accounts. The individual employee's paid leave time (i.e. holidays, vacation, etc.) cannot be charged to a PIN on a time sheet. Leave time charges are allocated to projects based on an approved methodology. Time sheets must correspond with applicable payroll records and amounts paid for each employee based on a comprehensive payroll/labor cost distribution system.

Non-Personnel Service Costs – Copies of invoices or documentation showing amounts and notations, as may be required to clearly identify the purpose of each item, must be retained and reflect a job cost number for the project.

Project Detail Cost Ledgers - For audit purposes, a Project Detail Cost Ledger, which is reconciled to the Sponsor's General Ledger, is required as the official accounting record of the Sponsor to record and accumulate all cost transactions applicable to the project.

EXHIBIT B

Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of Multi-Modal Funding-eligible Project costs:

1. *Project Account Cost Classifications.* **Sponsor** shall establish and maintain, in accordance with requirements established by **NYSDOT** and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the Project Account. **Sponsor** will segregate and group Project costs so that **Sponsor** can furnish on reasonable notice, cost information in the following cost classifications:
 - (a) Purchase price or value of land;
 - (b) Incidental costs of land acquisition;
 - (c) Costs of contract construction;
 - (d) Engineering costs of plans and designs;
 - (e) Engineering costs of supervision and inspection;
 - (f) Other administrative costs;
 - (g) Costs of equipment acquisition;
 - (h) Miscellaneous cost not otherwise included.

2. *Project Account Ledger.* For audit purposes, the Project Account Ledger will record and accumulate all cost transactions applicable to the Project. All costs recorded in the Project Account should be for 100% of such costs without reduction for the non-Federal share, and for any applicable Federal share.

Every transaction listed on the Project Account Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source documents amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction.

The ledgers for the Project will include totals for all transactions recorded during: 1) each accounting month, (2) the fiscal year of the Sponsor, and (3) for the Project life to date.

3. *Eligible Project Costs.* Eligible Project Costs shall consist of costs within the Project Account Cost Classifications that are approved by **NYSDOT** within a Project Budget. The Project Account shall be charged all Eligible Project Costs actually paid for the Project. All costs charged to the Project Account, including any approved services contributed by the **Sponsor** or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail that nature and propriety of the charges, in accordance with the requirements of **NYSDOT** as approved by the State Comptroller.
4. *Source Documents.* The Sponsor will retain an official copy of all original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Sponsor's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Sponsor's central finance office.
5. *Checks, Orders and Vouchers.* Any check or order drawn by the **Sponsor** with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the **Sponsor** stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or part to the Project shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other such documents.
6. *Audit/Disallowances.* Project Costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller or Officer of the Inspector General. Amounts paid to the Sponsor by NYSDOT that are subsequently disallowed are subject to recovery by NYSDOT from the Sponsor, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

EXHIBIT C

Consultant Selection Procedures

Unless alternative procedures are approved by New York State Department of Transportation, the municipality/Sponsor will employ the following procedures for the selection of any consultant to perform work on their project.

The procedures listed below apply to the procurement of professional services. As shown, the differentiations are made at certain stages between architectural, engineering, land surveying and landscape architectural services, collectively known as A/E services, and other (non-A/E) professional services. Additionally, the procedures outlined for A/E services only apply to those services with a total dollar value of greater than \$25,000. For A/E services valued at \$25,000 or less, the non-A/E procedures may be followed. If there is a question as to which procedure is applicable for a given project, the municipality/Sponsor should contact the Local Consultant Selection Coordinator, Contract Management Bureau, NYSDOT, for guidance prior to the initiation of procurement activities. Unless otherwise indicated the affected contracts are funded by 100% State Dedicated funds with no Federal participation.

For illustrative purposes, the procedures below assign functional responsibilities and titles for the various steps. The municipality/Sponsor may substitute their own functional equivalents for these titles, but no substantive changes in the procedures may be made without prior written approval from NYSDOT.

Action/Task Performed By and Action/Task Description:

MUNICIPALITY/SPONSOR REQUIRING CONSULTANT CONDUCTS/PERFORMS THE FOLLOWING STEPS

1. Assign a Project Manager (PM) to coordinate and oversee all procurement and consultant activities.

PROJECT MANAGER

2. Prepare a service contract requirement package. The package should include: (a) the scope of services describing in detail the services to be performed; (b) a schedule for completion of critical tasks in the project; (c) an estimate of the value of the services to be provided (including anticipated staff hours, overhead, fee and direct non-salary costs; (d) all other technical data that may be included in the solicitation for professional services, such as minimum qualification or requirements, maps, plans, etc.
3. Designate at least three (3) individuals to serve on a consultant selection committee. The committee members should be familiar with the project and/or knowledgeable in the field of professional services being solicited.
4. Assign a contract number to the assigned contract opportunity, (if available, this can be the Project Identification Number (PIN) assigned to the project by NYSDOT).
5. As needed, contact NYSDOT to discuss proposed procurement methodology to insure that proper procedures are understood for the type of services being procured.

PROJECT MANAGER AND SELECTION COMMITTEE

6. Discuss desirable qualifications for the consultant and establish selection criteria to be utilized in the evaluation of submitted proposals or Expressions of Interest (EOI). Establish relative weights for each criteria based upon its relative importance to the success of the project. Examples of commonly used selection criteria include: experience of firm with similar projects; experience of proposed staff with similar projects; experience with the municipality/Sponsor or similar governmental entities; reasonableness of proposed approach and schedule; familiarity with the project area; etc.

A/E PROCUREMENTS MUST BE AWARDED ON A "BEST QUALIFIED" BASIS. THEREFORE, THE COSTS AND PRICING OF THESE SERVICES CANNOT BE USED AS A SELECTION CONSIDERATION FOR A/E PROCUREMENTS WITH A VALUE OVER \$25,000. COST AND PRICING INFORMATION CAN BE UTILIZED FOR NON-A/E PROCUREMENT AND FOR A/E PROCUREMENTS WITH A CONTRACT VALUE OF \$25,000 OR LESS.

PROJECT MANAGER

7. Establish Minority/Women Owned Business Enterprise (M/WBE) participation goals as appropriate.

8. FOR A/E PROJECTS

Prepare a Request for Qualifications (RFQ) package to be sent to all prospective consultants. The RFQ must include the following: (a) a project identification number and an indication that the project is to be State funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the staffing effort by Full Time Equivalents (FTEs); (e) the selection criteria listed in order of decreasing importance including criteria weight; (f) MWBE requirements, if any; (g) material to be submitted in the EOI/proposal and the desired format of the submission; (h) number of copies of EOI/proposal to be submitted, the due date and address where the EOI/proposal is to be mailed; (i) name, address, phone number and email address for the municipality's/Sponsor's contact person; (j) any additional project information that may be useful to the prospective consultants in their EOI/proposal preparation (i.e.: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a statement indicating that the responding firms must be appropriately licensed and authorized to practice the required A/E services in New York State. THERE MUST NOT BE ANY REQUEST FOR COST OR PRICING INFORMATION IN THE RFQ.

FOR NON-A/E PROJECTS

Prepare a Request for Proposals (RFP) package to be sent to all prospective consultants. The RFP must include the following: (a) a project identification number and an indication that the project is to be State funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the staffing effort by Full Time Equivalents (FTEs); (e) the selection criteria listed in order of decreasing importance including criteria weight; (f) MWBE requirements, if any; (g) material to be submitted in the EOI/proposal and the desired format of the submission; (h) number of copies of EOI/proposal to be submitted, the due date and address where the EOI/proposal is to be mailed; (i) name, address, phone number and email address for the municipality's/Sponsor's contact person; (j) any additional project information that may be useful to the prospective consultants in their EOI/proposal preparation (i.e.: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) directions for preparing the lump sum or specific hourly rate cost proposal. A specific hourly rate cost proposal should contain the following: (1) Salaries – a salary schedule listing the descriptive job titles for the staff to be assigned to the project and their present hourly labor rates; (2) Direct Non-Salary Costs – a direct non-salary cost schedule listing all out-of-pocket expenses expected to be incurred during the performance of the contract. Reimbursement for travel, meals and lodging shall be limited to the prevailing maximum rates as established by the NYS Comptroller (available from the NYSDOT Contract Management Bureau); (3) Cost Summary – a final schedule that summarizes the direct labor, overhead, fixed fee (profit), and direct non-salary costs for the projects.

9. Make all necessary arrangements for advertisement of the RFQ/RFP. Advertisements must be for three weeks in the New York State Contract Reporter, except for projects located in the metropolitan New York City area which must be advertised in the New York State Contract Reporter AND/OR the New York City Record. It is at the municipality's/Sponsor's discretion whether to advertise in local newspapers or publications in addition to the required publications.

If the RFP/RFQ is short in length (less than two pages) the entire request can be placed in the advertisement. Proposers will respond directly to the advertisement to the municipality/Sponsor with their EOIs or proposals. If the RFQ/RFP contains more information than is practical to place in an advertisement, the advertisement should ask for interested firms to submit a one page Letter of Interest (LOI) to the municipality/Sponsor. Firms sending in a LOI in response to the advertisement will then be sent a copy of the RFQ/RFP when it becomes available. Advertisements requesting LOIs should contain the following information: (a) a project identification number; (b) an indication of the funding source; (c) a brief description of the project scope; (d) an estimate of the staffing effort by Full Time Equivalents (FTEs); (e) anticipated project start and completion dates; (f) the name, address, phone number and email address of the municipality/Sponsor contact person; (g) LOI format and due date with a statement informing interested firms that those submitting a LOI will receive a copy of the RFQ/RFP when it is available.

10. Issue RFQ/RFP to all responding firms (if requesting LOIs) and any other firms that otherwise request a copy. No copies should be issued prior to the due date for the LOIs.
11. Respond to questions from prospective proposers regarding clarifications, omissions, etc. submitted consistent with RFQ/RFP directions.
12. If, as a result of such questions, any part of the RFQ/RFP requires clarification, change, or augmentation, issue an addendum to the RFQ/RFP to ALL respondents, and, if necessary, extend the response deadline appropriately.

13. If applicable, coordinate site visits for prospective proposers. Arrange for appropriate safety personnel to be present as necessary (i.e. flaggers).
14. Make available any plans, maps, reports, and other written material pertinent to the project referred to in the RFQ/RFP for viewing by all interested parties.
15. Receive all EOIs/proposals and review for proper format and completeness. The window for accepting EOIs/proposals in response to the New York State Contract Reporter advertisement is to be at least three weeks from the date the advertisement first appeared.
16. Prepare score sheets for use by the selection committee in their evaluation of EOIs/proposals. Score sheets should list all evaluation criteria and summarize the applicable scoring methodology. Generally, scoring should be on a scale of 1 to 10 for each evaluation factor, using only whole numbers. EOIs/proposals should be evaluated or scored in relation to the established criteria and not in comparison to other submitted EOIs/proposals.
17. Distribute score sheets and one copy of each EOI/proposal from each firm to each selection committee member and establish a date for the selection committee to meet and discuss their reviews and scores.

SELECTION COMMITTEE

18. FOR A/E PROJECTS

Each committee member individually reviews each EOI received and assigns scores for each technical selection factor. Upon completion of all reviews, returns score sheets to the Project Manager for tabulation of scores and rankings.

FOR NON-A/E PROJECTS

Each committee member individually reviews each proposal received and assigns scores for each technical selection factor. Upon completion of all reviews, returns score sheets to the Project Manager for tabulation of scores and rankings.

PROJECT MANAGER

19. FOR A/E PROJECTS

Tabulates the scores from all committee members (multiplying scores by their factor weights). Summarizes composite scores in rank order and provides the summary of scoring to the committee members for discussion at the committee meeting.

FOR NON-A/E PROJECTS

Tabulates the technical scores from all committee members (multiplying scores by their factor weights). Summarizes composite scores in rank order and provides the summary of scoring to the committee members for discussion at the committee meeting. Cost/pricing information is not shared with the selection committee so it will not influence their scoring of the firms' technical information.

SELECTION COMMITTEE

20. FOR A/E PROJECTS

Each committee member reviews their technical scores and the overall rankings. The committee meets to discuss the scores of the firms that submitted EOIs. Members should discuss the strengths and weaknesses of each of the EOIs and revise their scores as appropriate as a result of discussions. At the conclusion of the meeting, all final technical scores are returned to the Project Manager for tabulation.

FOR NON-A/E PROJECTS

Each committee member reviews their technical scores and the overall rankings. The committee meets to discuss the scores of the firms that submitted proposals. Members should discuss the strengths and weaknesses of each of the proposals and revise their scores as appropriate as a result of discussions. Based on the final technical scores, the committee identifies those firms whose proposals are technically qualified to perform the work. Those firms that are determined to be qualified have their cost/pricing information reviewed and scored by the Project Manager. The final technical scores and the final cost/pricing scores are combined to determine the proposal that represents the Best Value for the services to be provided.

PROJECT MANAGER

21. FOR A/E PROJECTS

Tabulates the final scores. Contacts NYSDOT for approval of the recommended firm (go to step 24), OR, invites the top ranked firms to prepare oral presentations. Firms are to be provided with a list of questions that they will be expected to answer at the oral presentation as well as the factors and weights the selection committee will use to evaluate the oral presentations. *The use of oral presentations is optional for all projects and is at the discretion of the municipality/Sponsor.*

FOR NON-A/E PROJECTS

Calculates and tabulates the final total score by combining the technical and cost/pricing scores per the RFP. Contacts NYSDOT for approval of the recommended firm (go to step 24), OR, invites the top ranked firms to prepare oral presentations. Firms are to be provided with a list of questions that they will be expected to answer at the oral presentation as well as the factors and weights the selection committee will use to evaluate the oral presentations. *The use of oral presentations is optional for all projects and is at the discretion of the municipality/Sponsor.*

SELECTION COMMITTEE (if oral presentations are to be held)

22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors. Provides their scores of the oral presentations to the Project Manager for incorporation in the overall final total score. The RFQ/RFP should state whether the Selection Committee will be allowed to revise their technical scores based on the results of the oral presentations.

PROJECT MANAGER (if oral presentations are to be held)

23. Summarizes committee comments and incorporates the oral presentation scores into the overall total scores. Contacts NYSDOT for approval of the recommended firm.

PROJECT MANAGER

24. Contacts winning firm to initiate contract negotiations and informs all other proposers upon successful negotiations that they have not been selected. If unable to reach agreement with the highest ranked firm, end those negotiations with a written notification. Repeat with next highest ranked firm.

SAMPLE RESOLUTION BY MUNICIPALITY

(Multi Modal Program Project)

RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance of the State Multi-Modal Program-aid [and State administered federal program-aid] eligible costs, of a capital project, and appropriating funds therefor.

WHEREAS, a Project for the _____, P.I.N. _____ (the Project") is eligible for funding [under Title 23 U.S. Code, as amended, and] New York State=s Multi-Modal Program administered by the NYS Department of Transportation (ANYSDOT@); and

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs of the Project; and

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay in the first instance 100% of the federal and non-federal share of the cost of _____ work for the Project or portions thereof; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____ thereof, and it is further

RESOLVED, that the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Multi-Modal Program Funding on behalf of the _____ of _____ with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and all Project costs that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, that a Certified Copy of this Resolution be filed with the Commissioner of Transportation of the State of New York by attaching it to any required and/or appropriate Agreements executed in connection with the project between _____ and the State of New York; and it is further

RESOLVED, that this Resolution shall take effect immediately.

STATE OF NEW YORK () SS:
COUNTY OF

I, _____, Clerk of _____, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of _____, New York, this _____ day of _____, 2000.

_____(Clerk)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended,

exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service

contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have

access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation

and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of

compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in

compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action

is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

City of Beacon City Council Agenda
11/30/2020

Title:

Proposed Local Law Regarding Small Cell Wireless Facilities

ATTACHMENTS

Memorandum from the City of Beacon Planning Board

Memorandum from Dutchess County Department of Planning and Development

Memorandum from the City Attorney

Proposed Local Law Regarding Small Cell Wireless Facilities

Wireless Telecommunication Law Comparison



Memorandum

Planning Board

TO: Mayor Lee Kyriacou and City Council Members

FROM: Planning Board Chairman Gunn and Planning Board Members

RE: City Council Request to Review Proposed Local Law to amend Chapter 223 concerning Wireless Telecommunications

DATE: October 15, 2020

At the September 9, 2020 and October 14, 2020 Planning Board meetings, members reviewed and discussed the proposed amendments to Chapter 223, Sections 24.5, 26.4, 25(A), 41.18(A)(19) and 41.21(A)(10) of the City Code concerning wireless telecommunications services facilities. A comprehensive review of the proposed law took place with the City Attorney Jennifer Gray with particular attention to areas of the law that pertain to planning and zoning issues, and changes in the Planning Board's jurisdiction. Considerable discussion took place regarding height limitations in proposed Section 223-26.5(I). The current Code requires antennas to be "mounted so that the bottom of the antenna is at least 20 feet above the grade at the base of the pole". This limitation is eliminated in the proposed local law. Planning Board Members expressed concern that eliminating the 20 ft. height restriction may result in unintended consequences and recommends that the City Council consider retaining a height requirement, perhaps with a provision that allows a waiver, if deemed appropriate under the circumstances. If a waiver is included, the circumstances under which the waiver may be implemented should be clearly and specifically proscribed by the City Council in the proposed local law. Further discussion took place with regard to the proximity small cell wireless facilities to residential dwellings as the facilities may visually impact residents. Upon review of the proposed Section 223-26.4(J)(5), Planning Board Members recommended including more specific direction in the local law regarding the location of such facilities in relation to residences.

Should you have any questions or require additional information, please feel free to contact me.

Dutchess County Department of Planning and Development

Fax Info

To Jennifer Cocozza

Date 8/11/20 # pgs 44

Dept Planning and Development

From Collin Milone

Fax #

Phone # 845 838 5010

239 Planning/Zoning Referral – Exemption Communities

Municipality: City of Beacon

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

Tax Parcel Number(s):

Project Name: Proposed Local Law Regarding Wireless Telecommunication Service Facilities

Applicant:

Address of Property:

Parcel(s) within 500 feet of:

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

Actions Requiring 239 Review

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

Exempt Actions:*

239 Review Is NOT Required

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

☐ Exempt Action submitted for informal review

Date Response Requested (if less than 30 days):

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

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

FOR COUNTY OFFICE USE ONLY

Response from Dutchess County Department of Planning and Development

No Comments:

- ☒ Matter of Local Concern
- ☐ No Jurisdiction
- ☐ No Authority
- ☐ Project Withdrawn
- ☐ Exempt from 239 Review

Comments Attached:

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

Date Submitted: 8/11

Notes:

☐ Major Project

Date Received: 8/11

Date Requested:

Referral #: ZR 20-212

Date Required: 9/9

☐ Also mailed hard copy

Date Response Faxed: 9/9

Reviewer:

Jennifer Houser

MEMORANDUM

TO: City of Beacon

FROM: Keane & Beane, P.C.

RE: Wireless Telecommunication Local Law

DATE: July 21, 2020

Our office has prepared the attached proposed local law concerning wireless telecommunications services facilities. This memorandum summarizes the major changes in the proposed local law.

Repealing Section 223-26.4 and Section 223-24.5

The proposed local law repeals Section 223-26.4 of the City Code which only regulated small cell wireless telecommunications facilities. Under the existing Code, no person can install certain small cell facility without first obtaining a small cell permit from the Planning Board. The proposed local law also repeals Section 223-24.5 which establishes special regulations to control the location, construction and maintenance of wireless telecommunications services facilities. Under the existing code, no wireless telecommunication services facility can be located or constructed on any lot or structure in the City of Beacon unless a special use permit is issued by the City Council. Under the draft local law, wireless telecommunications facilities no longer require special use permit approval from the City Council. Instead, applicants are required to obtain approval from the Planning Board to construct a wireless telecommunications services facility, including cell towers and small cell wireless facilities.

Individual standards and regulations for special permit uses are set forth in Sections 223-20 through 223-24. (*See* Section 223-19). Since special use permits are not required for wireless telecommunication facilities under the proposed local law, such regulations cannot be included in Section 223-24.5 and have therefore been moved to Section 26.4.

A comparison version of Section 223-24.5 and proposed Section 223-26.4 is attached hereto to highlight the changes made.

Eligible Facility Requests

Under the existing City Code, Section 223-26.4.C(2), eligible facility requests are reviewed by the Planning Board. The term “eligible facilities request” means any request for modification of an existing wireless tower or base station that involves collocation of new transmission equipment, removal of transmission equipment; or replacement of transmission equipment. This term is defined in the City Code. The Planning Board reviews an eligible facility request application only to the extent necessary to determine if such request is an eligible facility request. The Planning Board is required under the Spectrum Act to approve all eligible facility requests that do not substantially change the physical dimensions of such structure.

Under the proposed local law, eligible facilities requests shall not require any approval from the Planning Board. Only a building permit shall be required prior to any modification of an eligible support structure pursuant to an eligible facilities request.

Application

A provision was added to the proposed local law to allow the Planning Board to waive any application submission requirements for applications pertaining to small cell wireless facilities if it believes the material is unnecessary to its review of the application. The ability to waive a certain application materials is within the sole discretion of the Planning Board.

Location and Access

The locational priorities previously set forth in Section 223-24.5.H have been removed from the proposed local law. Section 223-24.5.H established separate locational priorities for small cell wireless facilities and non-small cell wireless facilities. If the proposed site selected for the wireless telecommunications services facility is not the highest priority, applicants are required to submit a detailed explanation as to why a site of higher priority was not selected. The applicant seeking such an exemption has to satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit was not granted for the proposed use.

In an effort to streamline and improve the efficiency of the review process for wireless telecommunications services facilities these priorities have been eliminated from the proposed local law. The City established locational priorities to minimize adverse aesthetic impacts and preserve scenic values of the City. The proposed local law includes additional provisions in Subsection J. Visual Mitigation, to address such concerns.

Visual Mitigation

Subsection J(6-10) have were added to the proposed local law to provide more opportunity for the Planning Board to regulate and condition wireless telecommunications services facilities to mitigate visual impacts.

The proposed local law also states that all applications for small wireless facility permits shall comply with City's design standards set forth in the Small Wireless Facility Design and Review Guideline Policy, to the maximum extent feasible. This policy shall be created by the Building Inspector, upon consultation with the City Planner, and shall be approved by the Planning Board. A copy of the draft guideline policy is attached.

DRAFT LOCAL LAW NO. ____ OF 2020

**CITY COUNCIL
CITY OF BEACON**

**PROPOSED LOCAL LAW TO AMEND
CHAPTER 223, SECTIONS 24.5, 26.4, 25(A), 41.18(A)(19) AND 41.21(A)(10)
THE CODE OF THE CITY OF BEACON**

A LOCAL LAW to amend Chapter 223, SECTIONS 24.5, 26.4, 25(A), 41.18(A)(19) and 41.21(A)(10) of the Code of the City of Beacon concerning wireless telecommunications services facilities.

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

Section 1. Chapter 223, Section 24.5 of the Code of the City of Beacon entitled “Wireless Telecommunication Services Facilities” is hereby repealed in its entirety.

Section 2. Chapter 223, Section 26.4 of the Code of the City of Beacon entitled “Small Cell Wireless Telecommunications Facilities” is hereby repealed in its entirety.

Section 3. Chapter 223, Section 26.4 of the Code of the City of Beacon entitled “Wireless Telecommunications Services Facilities” is hereby created as follows.

§ 223-26.4 Wireless telecommunications services facilities.

A. Statement of intent and objectives.

- (1) The City Council has determined that the establishment of zoning provisions to institute minimum standards for wireless telecommunications services facilities shall be among the legislative purposes of the Zoning Law of the City of Beacon and is in accordance with the goals, objectives and policies of the City's Development

Plan.

- (2) The purpose of these special regulations is to reasonably control the location, construction and maintenance of wireless telecommunications services facilities in order to protect, to the maximum extent practicable, aesthetic impacts, the open space character of portions of the City of Beacon, the property values of the community, and the health and safety of citizens, while not unreasonably limiting competition among telecommunications providers.
- B. Except as provided hereinafter, no wireless telecommunications services facility shall be located, constructed or maintained on any lot, building, structure or land area in the City of Beacon without first filing a wireless telecommunications services facility application with the Planning Board and obtaining approval from the Planning Board.
- C. Exemptions. The provisions of this section shall not apply to:
- (1) Unlicensed wireless telecommunications services facilities installed wholly within a principal or accessory building, such as but not limited to baby monitors, heart monitors, garage door openers and burglar alarm transmitters, and serving only that building.
 - (2) An eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure. A building permit must be obtained prior to any modification of an eligible support structure pursuant to an eligible facilities request.
- D. An application for approval of a wireless telecommunications services facility shall be jointly filed by the operator of the wireless telecommunications services facility and the owner of the property on which such facility is proposed to be located and shall contain the following.
- (1) A site development plan showing applicant's entire property and adjacent properties and streets, at a convenient scale.
 - (2) An engineering plan illustrating the design and specifications of the proposed structure and equipment, including location of radios, antenna facilities, transmitters, equipment shelters, cables, conduits, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable the design documents should include

- specifications on design, pole modifications and ADA compliance;
- (3) Where applicable, a load bearing study to determine whether the a structure requires reinforcement in order to accommodate the attachment of the proposed wireless telecommunication facility. If pole reinforcement is warranted, teh design documents should include the proposed pole modification.
 - (4) The location, size, and height of all existing and proposed structures on the property which is the subject of the application;
 - (5) The applicant's name, address, telephone number, and e-mail address;
 - (6) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant;
 - (7) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
 - (8) The location of the nearest residential structure;
 - (9) Identify all existing and proposed wireless telecommunications services facilities which impact upon the service area covering the City of Beacon, including but not limited to topographic maps of the City with service coverage and service gap grids and all proposed as well as other functionally acceptable locations for such facility(ies);
 - (10) 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;
 - (11) Where the owner of the property on which a wireless telecommunication services facility is proposed contemplates that such property may be used for the installation of two or more such facilities, the property owner shall submit a conceptual master plan identifying the total number and location of such facilities; and
 - (12) In the case of an application for approval of a wireless telecommunications services facility to be located on lands owned by a party other than the applicant or the City, a copy of the lease agreement with the property owner, absent the

financial terms of such agreement, together with any subsequent modifications thereof, shall be provided to the Planning Board and a copy shall be filed with the City Clerk and the Building Inspector.

- (13) For applications concerning small cell wireless telecommunications facilities, the Planning Board may waive any of the above application submission requirements that it believes to be unnecessary.
- E. The applicant and all future owners of the premises and the wireless telecommunications services facility shall at all times keep on file in the office of the City Clerk the name, address, and telephone number of the owner and operator of such facility and of at least one individual who shall have authority to arrange for the maintenance of the premises and facility and who shall be authorized to accept service of notices and legal process on behalf of the owner and operator(s) of the premises and facility and to bind the owner to any settlement, fine, judgment, or other disposition (other than incarceration) which may result from any civil or criminal action or proceeding instituted by the City against such owner and/or operator(s).
- F. Application fees. At the time an applicant submits an application for a wireless telecommunications services facility, such applicant shall pay a nonrefundable application fee in an amount as determined by the City Council and set forth in the City of Beacon fee schedule, in addition to any other fee required by law.
- G. Reimbursement for the use of the public right-of-way. In addition to permit application fees, every wireless telecommunications services facility located in the public right-of-way is subject to the City's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the public right-of-way. The annual fee for use of the public right-of-way shall be set forth in the City of Beacon fee schedule.
- H. Setbacks. Wireless telecommunications services facilities, except those structurally mounted to an existing building or structure, shall be located not less than two times the otherwise applicable setback requirements for principal structures for the district in which the property is located, or not less than the height of the facility plus the otherwise applicable setback requirements for principal structures for the zoning district in which the property is located, whichever shall be greater. Wireless telecommunications services facilities structurally mounted to the roof of an existing building or structure shall be set back at least 15 feet from the edge of the roof along any street frontage, unless the Planning Board makes a written determination that such designs are not necessary or feasible.

- I. Height limitations. Within the height limitations set forth below, a wireless telecommunications services facility shall not exceed the minimum height reasonably necessary to accomplish the purpose it is proposed to serve. Coverage requirements, safety, visual impacts, and proximity to occupied buildings are all factors that can be considered in determining the appropriate height.
- (1) The height of any antennas, or other associated antenna equipment, structurally mounted as part of a wireless telecommunications services facility shall not be placed more than 10 feet above the highest point of the existing structure on which such antennas or antenna equipment is affixed or ten percent taller than the highest point of the adjacent structures if the adjacent structures are taller than the structure to which the antennas and equipment are proposed to be affixed, unless the Planning Board determines that a request height is required to provide the necessary service and/or capacity (i.e. network densification).
 - (2) The height of any monopole or tower utilized in a wireless telecommunications services facility shall not exceed 150 feet in height measured from the highest point of such facility to the finished grade elevation of the ground immediately adjacent to the structure.
 - (3) Applicants must submit documentation justifying the total height.
- J. Visual mitigation.
- (1) All wireless telecommunications services facilities shall be sited so as to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residents in the area of the wireless telecommunications services facility.
 - (2) Landscaping and/or other screening and mitigation, including but not limited to architectural treatment, stealth design, use of neutral or compatible coloring and materials, or alternative construction and transmission technologies, shall be required to minimize the visual impact of such facility from public thoroughfares, important viewsheds designated by the City Council or listed in the City's Comprehensive Plan, and surrounding properties to the extent practicable, as determined by the Planning Board.
 - (3) No signs shall be erected on any wireless telecommunications services facility except as may be required by the FCC or other governmental agency with

- jurisdiction over such facilities.
- (4) All equipment enclosures and storage buildings associated with the wireless telecommunications services facilities shall be consistent or compatible with adjacent buildings in terms of design, materials and colors and shall be appropriately landscaped. All accessory equipment shall maximize use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings.
 - (5) All wireless telecommunication services facilities shall be sited to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residences in the area of the wireless telecommunication services facilities.
 - (6) No wireless telecommunications services facility shall be located in the Historic District and Landmark Overlay Zone, unless the applicant demonstrates to the satisfaction of the Planning Board that the selected site is necessary to provide wireless services, including but not limited to, filling a gap in coverage, densifying a wireless network, introducing a new service or otherwise improving service capabilities.
 - (7) The Planning Board may consider alternative locations for equipment.
 - (8) The Planning Board shall consider all impacts to sight lines and aesthetic views.
 - (9) No wireless telecommunications services facility shall obstruct pedestrian or vehicular traffic in any way.
 - (10) Wherever possible, new wireless telecommunications services facilities shall be in the form of antennas attached to an existing building or structure and/or shall be in the form of stealth structures. Towers shall be the structures of last resort.
 - (11) All applications for a small wireless facility permit shall comply with the Small Wireless Facility Design and Review Guideline Policy, to the maximum extent feasible, and the applicable provisions of this section. However, notwithstanding anything to the contrary, where appropriate, the Planning Board shall have the authority to waive any requirements set forth in the Small Wireless Facility Design and Review Guideline Policy and this subsection relating to an application for, or approval of, a small wireless facility permit. The Wireless Facility Design and Review Guideline Policy shall be created by the Building Inspector, upon

consultation with the City Planner, and shall be approved by the Planning Board.

- K. Materials. A wireless telecommunications services facility shall be of galvanized finish or painted gray or another neutral or compatible color determined to be appropriate for the proposed location of such facility in the reasonable judgment of the Planning Board. The mountings of wireless telecommunications antennas shall be nonreflective and of the appropriate color to blend with their background.
- L. Lighting. The wireless telecommunications services facility shall not be artificially lighted unless otherwise required by the Federal Aviation Administration or other federal, state or local authority.
- M. Operational characteristics. Unless otherwise superseded by the Federal Communications Commission (FCC), the design and use of the proposed wireless telecommunications services facility, including its cumulative impact with other existing and approved facilities, shall be certified to conform to the maximum NIER exposure standards promulgated by the FCC, as amended. Said certification shall include a report by a licensed professional electrical engineer with expertise in radio communication facilities and/or health physicist acceptable to the Planning Board. A copy of such certification report shall be submitted to the Planning Board prior to commencing operation of such facility and a copy shall be filed with the Building Inspector. The Planning Board may require annual certification of conformance with the applicable emission standards. Additionally, copies of certification reports shall be submitted to the Planning Board whenever they are required to be submitted to the FCC. The Planning Board may hire a qualified professional of its choosing to review and confirm such initial and subsequent certification report(s), the cost of which shall be reimbursed by the applicant in accordance with the escrow account procedures established by the City for the reimbursement of professional review fees for subdivision, site plan and special use permit applications. Any violation of the emissions standards shall require immediate discontinuation and correction of the use responsible for the violation.
- N. Utility service. Electrical and land-based telephone lines extended to serve the wireless telecommunications services facility sites shall be installed underground. If the wireless telecommunications services facility is attached to a building, and if determined practical and economically feasible by the Planning Board, all wires from the ground to said facility shall be located within the building. If permitted to be located outside said building, the wires shall be enclosed in a conduit whose materials and colors are consistent or compatible with the building.

- O. Safety provisions. A wireless telecommunications services facility shall be designed and erected so that in the event of structural failure it will fall within the required setback area and, to the maximum extent possible, away from adjacent development.
- P. Security provisions. A wireless telecommunications services facility shall be designed to prevent unauthorized access and may include the incorporation of physical features such as fencing, anti-climbing devices or elevating ladders on monopoles and towers, and/or monitoring either by staff or electronic devices to prevent unauthorized access and vandalism.
- Q. Structural/safety inspection and report.
- (1) A monopole or tower over 50 feet in height shall be inspected at least every five years from a structural and safety perspective at the expense of the service provider by a licensed professional engineer, or at any other time upon a determination by the Building Inspector that the monopole or tower may have sustained structural damage, and a copy of the inspection report shall be submitted to the Building Inspector.
 - (2) The City of Beacon reserves the right to inspect any wireless telecommunications services facility to ensure compliance with the provisions of this section and any other provisions found within the Federal Communications Commission (FCC) regulations and City of Beacon Code, state or federal law. The City of Beacon and/or its agents shall have the authority to enter the property upon which a wireless telecommunications facility is located at any time, upon reasonable notice to the operator, to ensure such compliance.
- R. Interference. In the event that the wireless telecommunications services facility causes interference with the radio or television reception within the City of Beacon, the applicant, at the applicant's sole expense, shall thereafter ensure that any interference problems are promptly corrected.
- S. The Secretary of the Planning Board shall forward a copy of the Planning Board decision to the City Tax Assessor to allow the City to better assess the utility infrastructure for wireless telephone facilities.
- T. Duration. Construction must be commenced within 12 months of issuance of the Planning Board's approval and diligently pursued thereafter, or such approval shall expire.

U. Removal, relocation or modification of wireless telecommunications services facilities in the public right-of-way.

- (1) Notice. Within 90 days following written notice from the City, the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any wireless telecommunications services facility within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.
- (2) Abandonment of facilities. Upon abandonment of a wireless telecommunications service facility within a public right-of-way of the City, the wireless provider shall notify the City within 90 days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell facility if the City, or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.
- (3) A wireless telecommunications provider is authorized, after 30 days written notice to the City Building Inspector, to remove its facility at any time from the rights-of-way and cease paying the City the administrative fee.

Section 4. Subsection A of Chapter 223, Section 25 of the Code of the City of Beacon entitled “Site development plan approval” is hereby amended as follows:

- A. Approval required. No building permit shall be issued, other than for interior alterations, and no change in type of use, as categorized in § 223-26F hereof, shall be permitted, other than one-family dwellings ~~or small cell wireless telecommunications services facilities~~, except in conformity with an approved site development plan, and no certificate of occupancy for such structure or use shall be issued until all the requirements for such approval and any conditions attached thereto have been met. The continued validity of any certificate of occupancy shall be subject to continued conformance with such approved plan and conditions. Revisions of such plans shall be subject to the same approval procedure.

Section 5. Subsection A(19) of Chapter 223, Section 41.18 of the Code of the City of Beacon entitled “Regulations” is hereby amended as follows:

§ 223-41.18 Regulations.

- A. Uses by right. The uses listed below are permitted by right in the CMS District, in the manner and under the conditions specified below. Unless otherwise indicated in this § 223-41.18, all such uses require site plan review and approval. Site plan review shall not be required for a change of use in an existing building where the new use is allowed by right, the building will not be expanded, and the minimum number of off-street parking spaces required for the new use in § 223-41.18G(2) is not more than 25% greater than the requirement for the existing use in § 223-26F herein.

...

- (19) Wireless telecommunications services facilities, provided that they are consistent with § 223-~~26.424.5~~ and, if mounted on a building, they do not increase its height by more than 15 feet above applicable height limits.

Section 6. Subsection A(10) of Chapter 223, Section 41.21 of the Code of the City of Beacon entitled “Regulations” is hereby amended as follows:

- A. Uses by right. Uses listed below in this Subsection [A](#) are permitted by right subject to site plan review, except as otherwise noted, to be conducted in an expedited fashion pursuant to Subsection [H](#) below. Site plan review shall not be required for a change of use in an existing building where the new use is allowed by right, the building will not be expanded, and the minimum number of off-street parking spaces required for the new use in § 223-41.21F(2) is not more than 25% greater than the requirement for the existing use in § [223-26F](#) herein. The following uses are allowed by right subject to site plan review:

...

- (10) Wireless telecommunications services facilities, provided that they are mounted on a building and do not increase its height by more than 15 feet above applicable height limits and are consistent with § 223-~~26.424.5~~.

Section 7. Ratification, Readoption and Confirmation

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

Section 8. 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 9. 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 10. Effective Date

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

§ DRAFT LOCAL LAW NO. _____ OF 2020

CITY COUNCIL
CITY OF BEACON

PROPOSED LOCAL LAW TO AMEND

CHAPTER 223-, SECTIONS 24.5-Wireless telecommunication, 26.4, 25(A),
41.18(A)(19) AND 41.21(A)(10) THE CODE OF THE CITY OF BEACON

A LOCAL LAW to amend
Chapter 223, SECTIONS 24.5,
26.4, 25(A), 41.18(A)(19) and
41.21(A)(10) of the Code of the
City of Beacon concerning
wireless telecommunications
services facilities.-

[Added 7-15-2002 by L.L. No. 21-2002; amended 12-2-2002 by L.L. No. 30-2002; 2-19-2019
by L.L. No. 2-2019]

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

Section 1. Chapter 223, Section 24.5 of the Code of the City of Beacon entitled “Wireless
Telecommunication Services Facilities” is hereby repealed in its entirety.

Section 2. Chapter 223, Section 26.4 of the Code of the City of Beacon entitled “Small Cell
Wireless Telecommunications Facilities” is hereby repealed in its entirety.

Section 3. Chapter 223, Section 26.4 of the Code of the City of Beacon entitled “Wireless
Telecommunications Services Facilities” is hereby created as follows.

§ 223-26.4 Wireless telecommunications services facilities.

A. Statement of intent and objectives.

(1) (1) The City Council has determined that the establishment of zoning provisions
to institute minimum standards for wireless telecommunications services facilities

shall be among the legislative purposes of the Zoning Law of the City of Beacon and is in accordance with the goals, objectives and policies of the City's Development Plan.

~~(2) (2)~~—The purpose of these special regulations is to reasonably control the location, construction and maintenance of wireless telecommunications services facilities in order to ~~encourage the siting of said facilities in nonresidential areas and to~~ protect, to the maximum extent practicable, aesthetic impacts, the open space character of portions of the City of Beacon, the property values of the community, and the health and safety of citizens, while not unreasonably limiting competition among ~~telecommunication~~telecommunications providers.

~~B. B.~~ Use. Except as provided hereinafter, no wireless ~~telecommunication~~telecommunications services facility shall be located, constructed or maintained on any lot, building, structure or land area in the City of Beacon ~~unless a special use permit has been issued in conformity with the requirements of this chapter and all other applicable regulations~~without first filing a wireless telecommunications services facility application with the Planning Board and obtaining approval from the Planning Board.

~~C. C.~~ Exemptions. The provisions of this section shall not apply to:

~~(1) Wireless telecommunication services facilities that obtain a small cell permit from the Planning Board pursuant to § 223-26.4; or~~

~~(1) (2)~~—Unlicensed wireless ~~telecommunication~~telecommunications services facilities installed wholly within a principal or accessory building, such as but not limited to baby monitors, heart monitors, garage door openers and burglar alarm transmitters, and serving only that building.

~~D. Special use permit application.~~

~~(2) (1)~~—An eligible facilities request for modification of an eligible support structure that does not substantially change the physical dimensions of such structure. A building permit must be obtained prior to any modification of an eligible support structure pursuant to an eligible facilities request.

An application for approval of a wireless ~~telecommunication~~telecommunications services facility shall be ~~submitted on the relevant forms for special use permit approval and shall be~~ jointly filed by the operator of the wireless ~~telecommunication~~telecommunications

services facility and the owner of the property on which such facility is proposed to be located-

D. (2) The special use permit application and shall contain the following:-

- (1) (a) A site development plan showing applicant's entire property and adjacent properties and streets, at a convenient scale. ~~The site development plan shall also describe any new proposed structure and antenna(s) and all related fixtures, antenna equipment, appurtenances and apparatus, including but not limited to height above preexisting grade, materials, color and lighting;~~
- (2) (b) An engineering plan illustrating the design and specifications of the proposed structure and equipment, including location of radios, antenna facilities, transmitters, equipment shelters, cables, conduits, point of demarcation, transport solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable the design documents should include specifications on design, pole modifications and ADA compliance;
- (3) Where applicable, a load bearing study to determine whether the a structure requires reinforcement in order to accommodate the attachment of the proposed wireless telecommunication facility. If pole reinforcement is warranted, teh design documents should include the proposed pole modification.
- (4) The location, size, and height of all existing and proposed structures on the property which is the subject of the application;
- (5) (c) The applicant's name, address, telephone number, and e-mail address;
- (6) (d) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant ~~with respect to the filing of the special use permit application;~~
- (7) (e) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
- (8) (f) The location of the nearest residential structure;
- (g) ~~Identify and disclose the number and locations of wireless telecommunication services facilities that the applicant has installed or locations the applicant has considered in the past~~

~~year within the City;~~

~~(h) A description of the anticipated maintenance needs, including frequency of service, personnel needs and equipment needs, and the potential traffic safety and noise impact of such maintenance;~~

~~(9) (i)~~ Identify all existing and proposed wireless ~~telecommunication~~telecommunications services facilities which impact upon the service area covering the City of Beacon, including but not limited to topographic maps of the City with service coverage and service gap grids and all proposed as well as other functionally acceptable locations for such facility(ies);

~~(j) The operator of the wireless telecommunication services facility shall submit a certificate of public utility, unless it can be demonstrated to the satisfaction of the City Council that the operator of such facility is exempt from such requirement pursuant to New York State law;~~

~~(10) (k)~~ 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;

~~(11)~~ Where the owner of the property on which a wireless telecommunication services facility is proposed contemplates that such property may be used for the installation of two or more such facilities, the property owner shall submit a conceptual master plan identifying the total number and location of such facilities; and-

~~(l) Any application for a wireless telecommunication services facility shall include a statement and appropriate documentation demonstrating that City-owned sites, buildings and structures and the City's existing facilities inventory have been reviewed to the extent relevant to provide a wireless telecommunication services facility in the area which is the subject of such application and that all reasonable efforts have been made to locate or collocate such facility on all City-owned sites, buildings and structures and on all sites identified in such existing facilities inventory within the service area.~~

~~(m) Any amendment to information contained in a special use permit application shall be submitted in writing to the City within 30 days after the change necessitating the amendment.~~

~~(3) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.~~

~~(4) No wireless telecommunication services facilities shall be installed, constructed or modified until the application is reviewed and approved by the City Council and the special use permit has been issued.~~

~~(12) (5) In the case of an application for approval of a wireless telecommunications services facility to be located on lands owned by a party other than the applicant or the City, a copy of the lease agreement with the property owner, absent the financial terms of such agreement, together with any subsequent modifications thereof, shall be provided to the Planning Board and a copy shall be filed with the City Clerk and the Building Inspector.~~

~~(13) For applications concerning small cell wireless telecommunications facilities, the Planning Board may waive any of the above application submission requirements that it believes to be unnecessary.~~

E. The applicant and all future owners of the premises and the wireless ~~telecommunication~~telecommunications services facility shall at all times keep on file in the office of the City Clerk the name, address, and telephone number of the owner and operator of such facility and of at least one individual who shall have authority to arrange for the maintenance of the premises and facility and who shall be authorized to accept service of notices and legal process on behalf of the owner and operator(s) of the premises and facility and to bind the owner to any settlement, fine, judgment, or other disposition (other than incarceration) which may result from any civil or criminal action or proceeding instituted by the City against such owner and/or operator(s).

~~E.— Every application for a small cell wireless telecommunication services facility shall be referred to the Planning Board for report and recommendation thereon before the public hearing required by law. Within 30 days of the date of the first Planning Board meeting on or after the date of referral, the Planning Board shall forward its recommendation to the City Council and the applicant, and shall indicate whether the application should be approved, disapproved or approved with modifications and shall specify what modifications, if any, are necessary.~~

F. ~~F.—~~ Application fees. At the time an applicant submits an application for a wireless ~~telecommunication~~telecommunications services facility, such applicant shall pay a nonrefundable application fee in an amount as determined by the City Council and set forth in the City of Beacon fee schedule, in addition to any other fee required by law.

G. ~~G.—~~ Reimbursement for the use of the public right-of-way. In addition to permit application fees, every wireless ~~telecommunication~~telecommunications services facility

located in the public right-of-way is subject to the City's right to fix annually a fair and reasonable fee to be paid for use and occupancy of the public right-of-way. The annual fee for use of the public right-of-way shall be set forth in the City of Beacon fee schedule.

~~H.—Location and access.~~

- ~~(1) Subject to the City Council's review and evaluation of technological, structural, safety and financial considerations associated with alternative locations for the siting of wireless telecommunication services facilities, the locational priorities set forth below are consistent with the City's obligation to create the least amount of adverse aesthetic impact and to preserve the scenic values of the City.~~
- ~~(2) Applications for small cell wireless facilities shall locate, site and erect said facility in accordance with the following priorities, Subsection H(2)(a) being the highest priority and Subsection H(2)(f) being the lowest priority.~~
 - ~~(a) On the roof of any City-owned or federal, state or local government-owned buildings or structures.~~
 - ~~(b) Location on privately owned buildings.~~
 - ~~(c) Location on existing City-owned utility poles.~~
 - ~~(d) Location on City-owned infrastructure on private poles.~~
 - ~~(e) Location on City-owned property, where there is no existing pole.~~
 - ~~(f) Location on privately owned utility poles.~~
- ~~(3) Applications for all non-small cell wireless facilities shall locate, site and erect said facility in accordance with the following priorities, Subsection H(3)(a) being the highest priority and Subsection H(3)(g) being the lowest priority:~~
 - ~~(a) Collocation on existing wireless telecommunication services facilities on lands owned or controlled by the City.~~
 - ~~(b) Collocation on a site with existing wireless telecommunication services facilities in the City.~~
 - ~~(c) On sites, buildings and structures located in the HI and LI Zoning Districts.~~

- ~~(d) On sites, buildings and structures in the PB, OB, LB and GB Zoning Districts.~~
- ~~(e) On sites, buildings and structures in the CMS Zoning District.~~
- ~~(f) On sites, buildings and structures in Residential Zoning Districts.~~
- ~~(g) On sites, buildings and structures in the WD, WP, or Historic District and Landmark Overlay Zone.~~
- ~~(4) If the proposed site is not the highest priority listed above, then a detailed explanation must be provided as to why a site of higher priority was not selected. The applicant seeking such an exemption must satisfactorily demonstrate the reason or reasons why such a special use permit should be granted for the proposed site and the hardship that would be incurred by the applicant if the permit was not granted for the proposed use.~~
- ~~(5) Wherever possible, new wireless telecommunication services facilities shall be in the form of antennas attached to an existing building or structure and/or shall be in the form of stealth structures. Lattice towers shall be the structures of last resort.~~
- ~~(6) All new wireless telecommunication services facilities and premises shall be of proper size, location and design to accommodate collocation of other service providers' facilities, unless otherwise permitted by the City Council. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a wireless telecommunication services facility.~~
- ~~(7) An applicant may not bypass a site of higher priority by stating the site presented is the only site leased or selected. An application shall address collocation as an option and, if such option is not proposed, the applicant must explain why collocation is commercially or otherwise impracticable.~~
- ~~(8) Notwithstanding the above, wireless telecommunication services facilities are permitted in all zoning districts in the City of Beacon. The City Council may approve any site located within the City, provided the City Council finds that the proposed site is in the best interest of the health, safety and welfare of the City and its inhabitants.~~

H. I.—Setbacks. Wireless ~~telecommunication~~telecommunications services facilities, except those structurally mounted to an existing building or structure, shall be located not less than two times the otherwise applicable setback requirements for principal structures for the district in which the property is located, or not less than the height of the facility plus the otherwise applicable setback requirements for principal structures for the zoning district in which the property is located, whichever shall be greater. Wireless

~~telecommunication~~telecommunications services facilities structurally mounted to the roof of an existing building or structure shall be set back at least 15 feet from the edge of the roof along any street frontage, unless the ~~City Council~~Planning Board makes a written determination that such designs are not necessary or feasible.

~~I.~~ J.—Height limitations. Within the height limitations set forth below, a wireless ~~telecommunication~~telecommunications services facility shall not exceed the minimum height reasonably necessary to accomplish the purpose it is proposed to serve. Coverage requirements, safety, visual impacts, and proximity to occupied buildings are all factors that can be considered in determining the appropriate height.

~~(1)~~ (1) The height of any antennas, or other associated antenna equipment, structurally mounted as part of a wireless ~~telecommunication~~telecommunications services facility shall not be placed more than 10 feet above the highest point of the existing structure on which such antennas or antenna equipment is affixed.
~~Antennas shall be mounted so that the bottom of the antenna is at least 20 feet above the grade at the base of the pole or ten percent taller than the highest point of the adjacent structures if the adjacent structures are taller than the structure to which the antennas and equipment are proposed to be affixed, unless the Planning Board determines that a request height is required to provide the necessary service and/or capacity (i.e. network densification).~~

~~(2)~~ (2) The height of any monopole or tower utilized in a wireless ~~telecommunication~~telecommunications services facility shall not exceed 150 feet in height measured from the highest point of such facility to the finished grade elevation of the ground immediately adjacent to the structure.

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

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

~~J.~~ (4) Visual mitigation.

~~(1)~~ (1) All wireless ~~telecommunication~~telecommunications services facilities shall be sited so as to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residents in the area of the wireless ~~telecommunication~~telecommunications services facility.

- (2) ~~(2)~~ Landscaping and/or other screening and mitigation, including but not limited to architectural treatment, stealth design, use of neutral or compatible coloring and materials, or alternative construction and transmission technologies, shall be required to minimize the visual impact of such facility from public thoroughfares, important viewsheds designated by the City Council or listed in the City's Comprehensive Plan, and surrounding properties to the extent practicable, as determined by the ~~City Council~~ Planning Board.
- (3) ~~(3)~~ No signs shall be erected on any wireless ~~telecommunication~~ telecommunications services facility except as may be required by the ~~City Council for security~~ FCC or ~~safety purposes~~ other governmental agency with jurisdiction over such facilities.
- (4) ~~(4)~~ All equipment enclosures and storage buildings associated with the wireless ~~telecommunication~~ telecommunications services facilities shall be consistent or compatible with adjacent buildings in terms of design, materials and colors and shall be appropriately landscaped. All accessory equipment shall maximize use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings.
- (5) ~~(5)~~ ~~All special use permit applications for~~ All wireless telecommunication services facilities shall ~~contain a demonstration that the facility is~~ be sited ~~as~~ to have the least adverse visual effect on the environment and its character, on existing vegetation and on the residences in the area of the wireless telecommunication services facilities.-
- (6) ~~L.~~ No wireless telecommunications services facility shall be located in the Historic District and Landmark Overlay Zone, unless the applicant demonstrates to the satisfaction of the Planning Board that the selected site is necessary to provide wireless services, including but not limited to, filling a gap in coverage, densifying a wireless network, introducing a new service or otherwise improving service capabilities.
- (7) The Planning Board may consider alternative locations for equipment.
- (8) The Planning Board shall consider all impacts to sight lines and aesthetic views.
- (9) No wireless telecommunications services facility shall obstruct pedestrian or vehicular traffic in any way.

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

(11) All applications for a small wireless facility permit shall comply with the Small Wireless Facility Design and Review Guideline Policy, to the maximum extent feasible, and the applicable provisions of this section. However, notwithstanding anything to the contrary, where appropriate, the Planning Board shall have the authority to waive any requirements set forth in the Small Wireless Facility Design and Review Guideline Policy and this subsection relating to an application for, or approval of, a small wireless facility permit. The Wireless Facility Design and Review Guideline Policy shall be created by the Building Inspector, upon consultation with the City Planner, and shall be approved by the Planning Board.

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

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

~~M. N.~~ Operational characteristics. Unless otherwise superseded by the Federal Communications Commission (FCC), the design and use of the proposed wireless ~~telecommunication~~telecommunications services facility, including its cumulative impact with other existing and approved facilities, shall be certified to conform to the maximum NIER exposure standards promulgated by the FCC, as amended. Said certification shall include a report by a licensed professional electrical engineer with expertise in radio communication facilities and/or health physicist acceptable to the ~~City Council~~Planning Board. A copy of such certification report shall be submitted to the ~~City Council~~Planning Board prior to commencing operation of such facility and a copy shall be filed with the Building Inspector. The ~~City Council~~Planning Board may require annual certification of conformance with the applicable emission standards. Additionally, copies of certification reports shall be submitted to the ~~City Council~~Planning Board whenever they are required to be submitted to the FCC. The ~~City Council~~Planning Board may hire a qualified professional of its choosing to review and confirm such initial and subsequent

certification report(s), the cost of which shall be reimbursed by the applicant in accordance with the escrow account procedures established by the City for the reimbursement of professional review fees for subdivision, site plan and special use permit applications. Any violation of the emissions standards shall require immediate discontinuation and correction of the use responsible for the violation.

~~O. Noise. Noise-producing equipment shall be sited and/or insulated to prevent any detectable increase in noise above ambient levels as measured at the property line.~~

~~N. P.~~ Utility service. Electrical and land-based telephone lines extended to serve the wireless ~~telecommunication~~telecommunications services facility sites shall be installed underground. If the wireless ~~telecommunication~~telecommunications services facility is attached to a building, and if determined practical and economically feasible by the ~~City-Council~~Planning Board, all wires from the ground to said facility shall be located within the building. If permitted to be located outside said building, the wires shall be enclosed in a conduit whose materials and colors are consistent or compatible with the building.

~~O. Q.~~ Safety provisions. A wireless ~~telecommunication~~telecommunications services facility shall be designed and erected so that in the event of structural failure it will fall within the required setback area and, to the maximum extent possible, away from adjacent development.

~~P. R.~~ Security provisions. A ~~security program shall be formulated and implemented for the site of a~~ wireless ~~telecommunication~~telecommunications services facility. ~~Such program shall be designed to prevent unauthorized access and~~ may include ~~the incorporation of~~ physical features such as fencing, anti-climbing devices or elevating ladders on monopoles and towers, and/or monitoring either by staff or electronic devices to prevent unauthorized access and vandalism.

~~Q. S.~~ Structural/safety inspection and report.

~~(1)~~ ~~(4)~~ A monopole or tower over 50 feet in height shall be inspected at least ~~once a year~~every five years from a structural and safety perspective at the expense of the service provider by a licensed professional engineer, or at any other time upon a determination by the Building Inspector that the monopole or tower may have sustained structural damage, and a copy of the inspection report shall be submitted to the Building Inspector.

~~(2)~~ ~~(2)~~ The City of Beacon reserves the right to inspect any wireless

~~telecommunication~~telecommunications services facility to ensure compliance with the provisions of this section and any other provisions found within the Federal Communications Commission (FCC) regulations and City of Beacon Code, state or federal law. The City of Beacon and/or its agents shall have the authority to enter the property upon which a wireless ~~telecommunication~~telecommunications facility is located at any time, upon reasonable notice to the operator, to ensure such compliance.

~~T. Lease agreement. In the case of an application for approval of a wireless telecommunication services facility to be located on lands owned by a party other than the applicant or the City, a copy of the lease agreement with the property owner, absent the financial terms of such agreement, together with any subsequent modifications thereof, shall be provided to the City Council and a copy shall be filed with the City Clerk and the Building Inspector.~~

~~R. U.~~ Interference. In the event that the wireless ~~telecommunication~~telecommunications services facility causes interference with the radio or television reception within the City of Beacon, the applicant, at the applicant's sole expense, shall thereafter ensure that any interference problems are promptly corrected.

~~S. V.~~ The ~~City Clerk~~Secretary of the Planning Board shall forward a copy of the ~~City Council special use permit~~Planning Board decision to the City Tax Assessor to allow the City to better assess the utility infrastructure for wireless telephone facilities.

~~T. W. Duration. Construction must be commenced within 12 months of issuance of the Planning Board's approval and diligently pursued thereafter, or such approval shall expire.~~

~~U.~~ Removal, relocation or modification of wireless ~~telecommunication~~telecommunications services facilities in the public right-of-way.

(1) Notice. Within 90 days following written notice from the City, the wireless provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any wireless ~~telecommunication~~telecommunications services facility within the public right-of-way whenever the City has determined that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the public right-of-way.

(2) Abandonment of facilities. Upon abandonment of a wireless

~~telecommunication~~telecommunications service facility within a public right-of-way of the City, the wireless provider shall notify the City within 90 days. Following receipt of such notice the City may direct the wireless provider to remove all or any portion of the small cell facility if the City, or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

- (3) A wireless telecommunications provider is authorized, after 30 days written notice to the City Building Inspector, to remove its facility at any time from the rights-of-way and cease paying the City the administrative fee.

Section 4. Subsection A of Chapter 223, Section 25 of the Code of the City of Beacon entitled “Site development plan approval” is hereby amended as follows:

- A. Approval required. No building permit shall be issued, other than for interior alterations, and no change in type of use, as categorized in § 223-26F hereof, shall be permitted, other than one-family dwellings or small-cell wireless telecommunications services facilities, except in conformity with an approved site development plan, and no certificate of occupancy for such structure or use shall be issued until all the requirements for such approval and any conditions attached thereto have been met. The continued validity of any certificate of occupancy shall be subject to continued conformance with such approved plan and conditions. Revisions of such plans shall be subject to the same approval procedure.

Section 5. Subsection A(19) of Chapter 223, Section 41.18 of the Code of the City of Beacon entitled “Regulations” is hereby amended as follows:

§ 223-41.18 Regulations.

- A. Uses by right. The uses listed below are permitted by right in the CMS District, in the manner and under the conditions specified below. Unless otherwise indicated in this § 223-41.18, all such uses require site plan review and approval. Site plan review shall not be required for a change of use in an existing building where the new use is allowed by right, the building will not be expanded, and the minimum number of off-street parking spaces required for the new use in § 223-41.18G(2) is not more than 25% greater than the requirement for the existing use in § 223-26F herein.

...

- (19) Wireless telecommunications services facilities, provided that they are consistent with § 223-26.424.5 and, if mounted on a building, they do not increase its height by more than 15 feet above applicable height limits.

Section 6. Subsection A(10) of Chapter 223, Section 41.21 of the Code of the City of Beacon entitled “Regulations” is hereby amended as follows:

A. Uses by right. Uses listed below in this Subsection A are permitted by right subject to site plan review, except as otherwise noted, to be conducted in an expedited fashion pursuant to Subsection H below. Site plan review shall not be required for a change of use in an existing building where the new use is allowed by right, the building will not be expanded, and the minimum number of off-street parking spaces required for the new use in § 223-41.21F(2) is not more than 25% greater than the requirement for the existing use in § 223-26F herein. The following uses are allowed by right subject to site plan review:

...

- (10) Wireless telecommunications services facilities, provided that they are mounted on a building and do not increase its height by more than 15 feet above applicable height limits and are consistent with § 223-26.424.5.

Section 7. Ratification, Readoption and Confirmation

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

Section 8. 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 9. 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 10. Effective Date

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

**City of Beacon City Council Agenda
11/30/2020**

Title:

Personnel

ATTACHMENTS