COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember Amber Grant, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Jeff Domanski, Ward 2
Councilmember Pam Wetherbee, Ward 3
Councilmember George Mansfield, Ward 4
City Administrator Chris White

**October 6, 2025**
**7:00 PM**
**City Council Agenda**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comment**

**Public Hearings**

Public Hearing for a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

Public Hearing for a Proposed Local Law Concerning a Partial Property Tax Exemption for Accessory Apartments

Public Hearing for a Proposed Local Law Concerning Residential Uses in the R1-5 Zoning District (to be adjourned to October 20, 2025)

**Reports: Mayor, City Council, and City Administrator**

**Presentation of the Proposed 2026 Operating Budget**

Proposed 2026 Operating Budget

**Local Laws and Resolutions**

1. Resolution No. 89 - Appointing Glenn Williams to the Position of Water and Sewer Maintenance Helper
2. Resolution No. 90 - Appointing Michele Rios to the Board of Assessment Review
3. Resolution No. 91 - Appointing David Ross to the Board of Assessment Review
4. Resolution No. 92 - Authorizing the City Administrator to Execute an Intermunicipal Agreement with the County of Dutchess Concerning Public Safety Mutual Aid
5. Resolution No. 93 - Awarding a Contract to Renua Energy, Inc. for the Beacon Highway Garage Rooftop Solar Array Project
6. Resolution No. 94 - Requesting the State of New York Transfer Ownership of the University Settlement Camp Property to the City of Beacon

7. Resolution No. 95 - Setting a Public Hearing for a Proposed Local Law Concerning the Train Station District
8. Resolution No. 96 - Authorizing the City Administrator to Execute an Agreement with the Patrolmen's Benevolent Association of Beacon, New York, Inc.

**Approval of Minutes**

1. September 15, 2025 Minutes

**Public Comment - Second Opportunity**

**Announcement of Next Workshop: October 14, 2025 at 7:00 p.m.**

**Adjournment**

**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

Public Hearing for a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

**ATTACHMENTS**

Keane & Beane, P.C. Memorandum Concerning a Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

Draft Franchise Renewal Agreement with Cablevision of Wappingers Falls, Inc.

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**NOT SUBJECT TO FOIL DEMAND**

# MEMORANDUM

**TO:** **Lee Kyriacou, Mayor**
**Members of the City Council**
**Chris White, City Administrator**

**FROM:** **Keane & Beane, P.C.**

**RE:** **Renewal of Cable Franchise Agreement**

**DATE:** **August 11, 2025**

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The existing cable franchise agreement granted by the City of Beacon to Cablevision of Wappingers Falls, Inc. ("Cablevision") is set to expire on December 3, 2025. Altice, the parent company of Cablevision filed a request to renew its cable franchise agreement with the City of Beacon, as required by the 47 U.S.C. § 546 of the Federal Telecommunications Act and the regulations of the NYS Public Service Commission at 16 NYCRR Part 891. This memorandum will briefly outline the procedure to renew the cable franchise agreement and discuss what issues can and cannot be negotiated in a cable franchise agreement.

Our office is reviewing the draft renewal agreement and will work with the City Council and City Administrator on suggested edits to the agreement, which will be discussed at a work session this Fall.

## I. Federal and State Regulatory Scheme for Cable Services

Cable Franchise Agreements are subject to regulation under the Federal Telecommunications Act (47 U.S.C. § 541 et seq), and Article 11 of the New York Public Service Law. The Federal Telecommunications Act places restrictions on what a municipality can and cannot require in a cable franchise agreement and the Regulations of the NYS PSC also have requirements.

The renewal process is governed by 47 U.S.C. § 546 and 16 NYCRR Part 891 that references 47 U.S.C. § 546. Under 47 U.S.C. § 546 there is a formal renewal process and an informal process. Cablevision's letter requesting a renewal stated that the City could proceed under an informal process but reserved the right to use the formal process if an agreement could not be reached under the informal process.

## II. Informal Renewal Procedure

a) Altice, the parent company of Cablevision, filed a request to renew its cable franchise agreement with the City of Beacon, which started the process.

b) Cablevision sent a draft agreement to our office for review. The draft agreement has a term of ten years, which is the same length as the current franchise agreement. Our office will be suggesting changes to the initial draft agreement from Cablevision.

c) Schedule and Hold a Public Hearing.

1) To assist the City in negotiating the cable franchise agreement, there needs to be a public hearing. The first public hearing should obtain comments from the public to determine:

A) identifying the future cable-related community needs and interests, considering the costs of meeting such needs and interests; and

B) reviewing the performance of the cable television company during the then current franchise term; and

C) the quality of the operator's service, including signal quality, response to consumer complaints, billing practices, and overall service provided has been reasonable in light of community needs.

D) Once the renewal franchise agreement has been negotiated, another public hearing should be held and closed prior to a vote of the legislative body.

E) Under Beacon City Charter § 2.11, a public hearing for a franchise renewal shall be published at least three (3) weeks before the date of the hearing A copy of the request for the renewal must be made available by the City Clerk to the public upon request.

d) Approval of Franchise Renewal.

1) Approval of franchise. After closing the public hearing, the Council can vote whether to approve the franchise agreement. Unless there has been an "egregious" failure by the franchisee to provide services to residents, the Council should approve the negotiated franchise agreement.

2) 47 U.S.C. § 546 creates a presumption that the cable franchise agreement will be renewed.

3) As Cablevision is the only cable provider in the City of Beacon, a denial of the renewal application will result in a loss of cable service in the City.

4) A detailed record must be made if the Council is contemplating a denial of the franchise agreement.

e) Filing for a Certificate of Confirmation.

1) Once the Council approves the franchise agreement, the franchisee then files a request with the NYS Public Service Commission for a Certificate of Confirmation.

2) The filing of a timely application for a Certificate of Confirmation pursuant to 16 NYCRR Part 897 shall automatically extend the applicant's operating rights pending final action by the PSC.

3) The term of the cable franchise agreement begins when the PSC issues a Certificate of Confirmation.

## III. Areas Not Subject to Regulation under Franchise Agreement

Frequent comment at public hearings on cable franchise agreements deal with subjects that are beyond the scope of the franchise agreement, for example:

a) Comment: Cablevision is the only cable provider in the City of Beacon, we need competition. Cablevision has a monopoly.

Response: The City may only issue non-exclusive franchises, so any other cable provider may apply to the City for a franchise agreement.

b) Comment: The cost of cable is outrageous; the City needs to force Cablevision to reduce its prices.

Response: Under the Federal Telecommunications Act, the City may only regulate the basic cable package, which is the rebroadcast of

local television stations, if the City is granted a certificate by the Federal Communications Commission to adopt rate schedules. 47 U.S.C. § 543. As few subscribers have the basic cable package, it is not cost effective for the City to regulate basic cable packages.

c) Comment: I don't get a particular cable channel; the City should require that the channel be provided.

Response: the City cannot require the franchisee to provide certain cable television channels or programming.

d) Matters not pertaining to cable service such as telephone or internet service cannot be regulated under the cable franchise agreement.

## IV. Negotiable Provisions of a Franchise Agreement

Under State and Federal Law, the City may negotiate the following provisions contained within a cable franchise agreement:

a) Franchise Fee – Under Federal Law, the City is entitled to a maximum of five (5%) percent of the "gross revenues" the franchisee derives from subscribers and non-subscribers. As such, the definition of "gross revenues" is a significant aspect of the agreement. If the definition of "gross revenues" is too narrow in scope the City may lose out on revenues, if it is too broad or open to interpretation, the City may similarly lose out on revenues for failing to adequately define the sources of revenue. For reference, the City currently imposes the maximum 5% of "gross revenues" in the existing agreement.

1) Please note the following as well:

A) Under Federal law, the franchisee is entitled to pass the franchise fee along to customers.

B) Under Federal law, the term franchise fee can be listed on the bill delivered to customers as a line item.

C) Under Federal law, the franchisee may deduct the amount it pays to the City to provide operation support for PEG access from the franchise fee.

D) The franchisee may offset the amount payable under the franchise fee from the special franchise tax it pays on the value of its physical equipment within the City's right-of-way.

E) Streaming apps provided through the cable box are subject to the cable franchise fee.

F) Advertising revenue can be included within gross revenue.

2) Telephone service and internet service are not cable services so they are not included within the definition of gross revenue.

b) The franchise agreement can require a cable operator to carry channels for public access, education (school district), and government (boards) (PEG). Currently Cablevision is providing a government channel. The cable agreement may also provide PEG grant funding for the acquisition of capital equipment used to broadcast board meetings on the Government Channel.

c) The City may require the franchisee to provide free services to public buildings and schools. This already occurs per the existing franchise agreement.

d) The franchise agreement can impose right-of-way management and safety rules.

e) Consumer protection regulations if they are not inconsistent with State and Federal laws.

f) Accountability standards and procedures to ensure the terms of the franchise agreement are being met.

# A FRANCHISE RENEWAL AGREEMENT

**between the**

**City of Beacon, Dutchess County, State of New York**

**and**

**Cablevision of Wappingers Falls, Inc.**

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

# A FRANCHISE RENEWAL AGREEMENT

**WHEREAS,** City of Beacon (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

**WHEREAS**, Cablevision of Wappingers Falls, Inc., (hereinafter referred to as "Franchisee"), or, if applicable Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that expires on December 03, 2025, has petitioned the Municipality for a renewal of such franchise; and,

**WHEREAS**, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law;

**WHEREAS**, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

**WHEREAS,** the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

**WHEREAS**, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible;

**WHEREAS**, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

**WHEREAS**, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement; now, therefore,

The Municipality and Franchisee agree as follows:

## 1.0 DEFINITION OF TERMS

**1.1** "**Affiliate**": any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

**1.2** "**Area Outage**": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a location affecting five or more subscribers.

**1.3** "**Cable Act**": Title VI of the Communications Act of 1934, as amended.

**1.4** "**Cable Service**" or "**Service**": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

**1.5** "**Capability**": the ability of the "Franchisee" to activate a described technological or service aspect of the "Communications System" without delay.

**1.6** **"City":** the City of Beacon, Dutchess County, State of New York.

**1.7** "**Communications System**" (herein also referred to as "**System**"): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data, or other forms of electronic, electromechanical, optical, or electrical signals.

**1.8** "**Control**": The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee's affairs.

**1.9** "**FCC**": the Federal Communications Commission.

**1.10** "**Franchise**": the rights and obligations described in this document, and used interchangeably with the term "**Agreement**".

**1.11** "**Franchise Fee**": the fee paid by the "Franchisee" to the "Municipality" in exchange for the rights granted pursuant to the "Franchise."

**1.12** "**Franchisee**": Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.

**1.13** "**Gross Revenue":** All revenue, as determined in accordance with generally accepted accounting principles, which is derived by "Franchisee" from the operation of the Communications System to provide Cable Service in the City.

(a) Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts including revenue for: (i) Basic Service; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Communications System in the City, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) pay-per-view and video on demand Cable Service over the Cable System; (iv) revenues from the sale or lease of access channel(s) or channel capacity; (v) Franchise Fees imposed on Franchisee by the City that are passed through from Franchisee as a line item paid by Subscribers; (vi) compensation received by Franchisee that is derived from the operation of Franchisee's Communications System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Communications System, such as "home shopping" or a similar channel, subject to the exceptions below, Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Communications System to provide Cable Service within the City, subject to the exceptions below.

The allocation of the revenue specified in this subsection shall be based on the number of Subscribers in the City divided by the total number of subscribers in relation to the relevant local, regional or national compensation arrangement Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

(b) Gross Revenue shall not include: Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System; bad debts written off by Franchisee in the normal course of its business(provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected); refunds, rebates or discounts made to Subscribers or other third parties; any revenues classified, in whole or in part, as not constituting Cable Services revenue under federal or state law including, without limitation, revenue received from "telecommunications services" as defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as amended; revenue received from "information services" as defined under Section 3 of the Communications Act, 47 U.S.C. §153(24), as amended, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to services that are not Cable Services in accordance with federal law, rules, regulations, standards or orders as amended, provided, however, should revenue from any service provided by Franchisee over the Communications System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the City shall be entitled, after notification to Franchisee, to amend this Agreement in the manner prescribed under applicable state law or this Franchise to include revenue from Franchisee's provision of such service as Gross Revenue, and Franchisee shall include revenue from such service as Gross Revenue on a going forward basis commencing with the next available billing cycle following the date of issuance of an order from the NYSPSC approving such amendment; further provided that no such amendment shall be made to this Agreement until such time as all other Cable Service providers operating within the City are also required to provide revenue from such service to the City as gross revenue (as defined in the franchise agreements of such other Cable Service providers); DVR functionality; any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Communications System, however, that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Communications System for the sale of such merchandise shall be included in Gross Revenue; the sale of Cable Services on the Communications System for resale in which the purchaser is required to collect cable Franchise Fees from purchaser's customer; the sale of Cable Services to customers, which are exempt, as required or allowed by the City including, without limitation, the provision of Cable Services to public institutions as required or permitted herein; any tax of general applicability imposed upon Franchisee or upon Subscribers by a municipal, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees); any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise (provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue); sales of capital

assets or sales of surplus equipment; program launch fees, i.e., reimbursement by programmers to Franchisee of marketing costs incurred by Franchisee for the introduction of new programming; directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; or any fees or charges collected from Subscribers or other third parties for any PEG Grant used by the City for capital costs.

**1.14 "Municipality":** the City of Beacon, NY and/or its authorized representatives.

**1.15** "**Municipal Law**": all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

**1.16 "NYSPSC"**: the New York State Public Service Commission or any successor State agency with similar responsibilities.

**1.17** "**Person**": an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

**1.18 "Transfer of the Franchise**": any transaction in which:

**1.18.1** a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

**1.18.2** the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections 1.17.1 and 1.17.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

## PART I -- THE FRANCHISE

### 2.0 GRANT OF FRANCHISE

**2.1** Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, as now exist and may hereafter be changed.

**2.2** Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, such wires, cables, conductors, ducts, conduits, vaults, manholes,

amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee's sole expense, to assist Franchisee in gaining access to and use of such easements.

**2.3** Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction, provided, however, that to the extent the installation, repair and/or maintenance by Franchisee of any component of the Cable System is lawfully subject to permitting and/or review by the Municipality pursuant to Municipal Law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required other than those necessary to offset the reasonable administrative costs of issuing such permit(s), for the right and/or privilege to install, repair or maintain such component. In approving the placement of any such component, the Municipality shall limit the basis of its decision to pedestrian and traffic safety. For purposes of this Agreement, "unreasonably delay" shall mean the Municipality's failure to act on a permit application within thirty (30) days of its submission by Franchisee, in which case such permit shall be deemed granted under applicable law.

**2.4** No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

## 3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

**3.1** This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

## 4.0 TERRITORIAL LIMITS

**4.1** The rights and privileges awarded pursuant to this Agreement shall relate to and cover the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

## 5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

**5.1** All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

**5.2** All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

**5.3** All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

**5.4** The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

**5.5** Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this Franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

**5.6** The Mayor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require a vote of the Municipality's governing body.

## 6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

**6.1** Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with Municipal Law.

**6.2** No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

**6.3** To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize

interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

**6.4** Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures. In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

**6.5** Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

**6.6** In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

**6.7** Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way materially interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' written notice to Franchisee.

**6.8** Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

## 7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

**7.1** Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

**7.2** No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, for any transaction that is subject to approval by the NY PSC, or for transactions otherwise excluded under Section 1.18 above.

## 8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

**8.1** Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

**8.1.1** Franchisee fails, after sixty (60) days prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

**8.1.2** Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

**8.1.3** Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or

**8.1.4** Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or

**8.1.5** Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or

**8.1.6** Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

**8.1.7** Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

**8.2** Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

**8.3** In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, epidemics, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

**8.4** In the event of such circumstances as described in Section 8.3, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.3. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be necessitated by any such events or conditions.

**8.5** Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality and the NYSPSC. Deletion of or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

**8.6** Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee,

its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

## 9.0 SEVERABILITY

**9.1** With the exception of material provisions, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

## 10.0 EFFECTIVE DATE AND TERM

**10.1** The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

**10.2** Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

**10.3** Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association**.**

# PART II -- THE SYSTEM

## 11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

**11.1** Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the Franchise shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

## 12.0 SYSTEM SPECIFICATIONS

**12.1** Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

**12.2** All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

**12.3** Franchisee's System shall provide for a minimum channel capacity of not less than seventy three (73) video programming channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

**12.4** The System shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

**12.5** The design and construction of the System will include substantial utilization of fiber optic technology.

**12.6** The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

## 13.0 SYSTEM PERFORMANCE STANDARDS

**13.1** All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

**13.2** Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency

communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

## 14.0 SYSTEM MAINTENANCE AND REPAIR

**14.1** Franchisee shall establish and take reasonable measures to adhere to maintenance policies which provide Service to subscribers at or above the performance standards set forth herein.

**14.2** When interruption of Service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

**14.3** Franchisee shall have a local or toll-free telephone number so that requests for Cable Service repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

**14.4** The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

# PART III -- THE SERVICE

## 15.0 GENERAL SERVICE OBLIGATION

**15.1** Franchisee shall provide Service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

**15.1.1** With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such Service at the standard installation charge. Underground installations and aerial installations in excess of one hundred fifty (150) feet shall be charged to subscribers at cost.

**15.1.2** All commercial structures within the territorial limits of the Municipality shall be able to receive such Service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said Service.

**15.1.3** Franchisee shall extend the System to provide Service to all areas of the Municipality along public rights-of-way which have a density of twenty-five (25) homes per linear mile of aerial cable or greater, or areas with less than twenty-five (25) homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

**15.1.4** Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall require Franchisee to provide service to any person who fails to abide by Franchisee's terms and conditions of service.

**15.1.4.1** Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal and State law.

**15.2** It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

## 16.0 MUNICIPAL AND SCHOOL SERVICE

**16.1** Subject to Section 15.0 of this Agreement, and to federal law and FCC rules and orders, upon written request from Municipality, Franchisee shall provide, without charge within the Municipality, one service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

**16.2** Upon written request from Municipality, Franchisee shall provide without charge basic cable modem service to one building for every State and local accredited elementary and secondary Schools and Public Libraries in the City as follows: (1) one standard installation per School or Public Library campus; (2) one cable modem per installation; (3) cable modem service the term of this Agreement for each installation; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist and be modified from time to time.

**16.3** Franchisee shall provide without charge basic cable modem service to City Hall as follows: (1) one standard installation; (2) one cable modem; (3) cable modem service the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for City Hall even if City Hall or other place where the public business is conducted on behalf of the City shall be comprised of more than one building.

**16.4** As used in this Agreement, the terms:

**16.4.1** "School" shall mean those educational institutions within the City chartered by the New York State Board of Regents pursuant to the New York Education Law.

**16.4.2** "Public Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

**16.4.3** "Municipal office buildings" shall mean the City's City Hall, its police, fire or ambulance corps buildings, and such other municipal buildings as specifically designated in Exhibit A herein but shall not include County and State office buildings.

## 17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

**17.1** Franchisee shall comply with applicable Federal and State law, rules, and regulations requiring and pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

**17.2** Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules, and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

**17.3** The Franchisee shall designate up to (i) one (1) full-time activated public access channel, up to (ii) one (1) full-time activated government access channel, and up to one (1) educational access channel. All PEG channels provided by the Franchisee may be offered in any format using any transmission method. If required by applicable law, the PEG Channels shall be provided on Franchisee's basic service tier.

**17.4** Franchisee specifically reserves the right to make or change channel assignments in its sole discretion.

**17.5** [TO BE DISCUSSED]t**.**

**17.5.1** The PEG Grant shall be used solely by the City for PEG access equipment, including but not limited to, studio and portable production equipment, editing equipment, and program playback equipment, or for renovations or construction of peg access facilities, and for any other PEG Capital related needs of the City.

**17.5.2** Upon request by the Franchisee, City shall provide Franchisee with an annual report setting for the a summary of all expenditures for PEG Access equipment and facilities from the PEG Grant paid to the City and the amounts, if any reserved for future capital expenditures for such purposes.

**17.5.3** The Municipality shall impose the same obligations as those in this Section 17.5 on all new and renewed providers of Cable Service in the Municipality. In any event, if any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 17.5, Franchisee's aggregate obligations under Section 17 .5 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future Franchise Fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

**17.6** To the extent permitted by and consistent with applicable law, Franchisee may, in its sole discretion, pass through to subscribers the costs of support for PEG access provided in this Agreement.

## PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

### 18.0 FRANCHISE FEE

**18.1** Beginning sixty (60) days after the Effective Date, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Revenue for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a quarterly basis for the periods ending March 31, June 30, September 30 and December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

**18.2** Franchisee may use electronic funds transfer to make any payments to the Municipality required under this Agreement.

**18.3** A brief report prepared by a representative of the Franchisee showing the basis for the Franchise Fee computation shall be provided to the Municipality.

**18.4** The City or its agent may question and request data concerning the calculation or scope of the franchise fees paid by Franchisee to the City pursuant to this Section 18 within three hundred sixty five days (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, the City shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.

**18.5** The Municipality shall impose a Franchise Fee of at least the same amount as in this Section 18.1 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains a Franchise Fee that is lesser in amount than the obligations imposed in this Section 18.1, Franchisee's obligations under this Section 18.1 shall thereafter be reduced to an equivalent amount.

**18.7.** Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

## 19.0 INDEMNITY AND INSURANCE

**19.1** Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

**19.1.1** Personal injury or death: $500,000 per person

$500,000 per occurrence

**19.1.2** Property damage: $500,000 per occurrence

**19.1.3** Excess liability or umbrella coverage: $10,000,000

**19.2** The Municipality shall impose at least the same insurance obligations as those in this Section 19 .0 on all new and renewed providers of Cable Service in the Municipality. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.

**19.3** Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence or willful misconduct.

**19.4** Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

**19.5** All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

**19.6** Upon request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.

**19.7** Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

## 20.0 RATES AND CHARGES

**20.1** Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

**20.2** Franchisee shall comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

## 21.0 EMPLOYMENT PRACTICES

**21.1** Franchisee will not unlawfully refuse to hire, nor will it unlawfully bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin, or sex.

## 22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

**22.1** The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.

**22.2** When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality in performing such testing.

**22.2.1** In the event of repeated and persistent complaints about the same aspect of System performance, and testing requested by the Municipality and conducted by Franchisee fails to identify and correct the cause, the Municipality may require that such testing be performed or supervised by a Municipality designee or other person who is not an employee or

agent of Franchisee. Franchisee shall reimburse the Municipality for the reasonable costs of such designee

**22.2.2** The Municipality may request that the NYSPSC test the System at any time and Franchisee will cooperate fully in the performance of such tests. The Municipality shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law. Municipality shall notify Franchisee prior to conducting any inspection of the System, and Franchisee may require that it be present when the Municipality conducts such inspection.

**22.3** At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

## 23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

**23.1** The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4.

**23.2** If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

## 24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

**24.1** Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.4.

**24.2** Upon request, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

## 25.0 MANDATORY RECORD KEEPING

**25.1** Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

**25.2** The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25.0 and applicable law.

**25.3** All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.

**25.4** Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to those persons who must have access to such information in order to perform their duties on behalf of the Municipality.

**25.5** In the event Municipality receives request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

**25.6** If Franchisee determines in its sole discretion that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

## 26.0 MUNICIPAL EMERGENCIES

**26.1** Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and the State of New York, including the NYSPSC's rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

## PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

## 27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

**27.1** Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

## 28.0 EMPLOYEE IDENTIFICATION/TRAINING

**28.1** Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

**28.2** Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

**28.3** Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

## 29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

**29.1** Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by federal and State law.

**29.2** Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

## 30.0 MISCELLANEOUS PROVISIONS

**30.1** To the extent practicable, Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

**30.2** The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

**30.3** Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

**30.4** Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.

**30.5** This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

**30.6** This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

## 31.0 NOTICE

**31.1** Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, New York

With a copy to:

Cablevision of Wappingers Falls, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

Notices to the Municipality shall be mailed to:
City of Beacon
1 Municipal Plaza
Beacon , NY 12508
Attention: Mayor

Notwithstanding anything herein to the contrary, all notices from Franchisee to the Municipality may be served electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality.

## PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

## 32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

**32.1** Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner

than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

**32.2** Not less than thirty (30) days prior to any performance evaluation, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

**32.3** During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25.0 of this Agreement.

**32.4** Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

**32.5** No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

## 33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

**33.1** Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

**33.2** Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8.0 Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8.0 and provided however that the claimed breach has occurred no later than three (3) years prior to Municipality providing notice to Franchisee.

## 34.0 COMPETITIVE FAIRNESS

**34.1** In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar

authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

**34.2** In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right to petition for Franchise Agreement amendments that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably deny Franchisee's petition.

**34.3** Nothing in this Section 34.0 shall be deemed a waiver of any remedies available to Franchisee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

## 35.0 APPROVAL OF THE NYSPSC

**35.1** The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this Agreement as of the date written below.

City of Beacon

BY: _____

Mayor

date: _____

CABLEVISION OF **WAPPINGERS FALLS, INC.**

By: _____

Senior Vice President, Government Affairs

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

## EXHIBIT A

## MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

City Hall
One Municipal Plaza
Beacon, NY 12508

Beacon Fire Head Quarters
425 Main Street
Beacon, NY 12508

Beacon Engine Company
57 East Main Street
Beacon, NY 12508

Beacon Transfer Station
95 Dennings A venue
Beacon, NY 12508

Beacon Water & Sewer Dept.
4 70 Liberty Street
Beacon, NY 12508

Beacon Highway Department
23 Creek Road
Beacon, NY 12508

Lewis Tompkins Hose Co.
13 South A venue
Beacon, NY 12508

Beacon Volunteer Ambulance Corp.
One Arquilla Drive
Beacon, NY 12508

Beacon Board of Education
10 Education Drive
Beacon, NY 12508

Rombout Middle School
84 Matteawan Road
Beacon, NY 12508

J.V. Forrestal Elementary School

125 Liberty Street
Beacon, NY 12508

Sargent Elementary School
29 Education Drive
Beacon, NY 12508

South Avenue Elementary School
60 South A venue
Beacon, NY 12508

Glenham Elementary School
20 Chase Road
Beacon, NY 12508

Maintenance Garage
36 North Cedar
Beacon, NY 12508

Howland Public Library
3 13 Main Street
Beacon, NY 12508

Beacon Recreation Center
23 West Center Street
Beacon, NY 12508

Beacon Highway Facility
30 Camp Beacon Drive
Beacon, NY 12508

Beacon High School
101 Matteawan Road
Beacon, NY 12508

**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

Public Hearing for a Proposed Local Law Concerning a Partial Property Tax Exemption for Accessory Apartments

**ATTACHMENTS**

Keane & Beane, P.C. Memorandum Regarding a Proposed Local Law Concerning a Partial Property Tax Exemption for Accessory Apartments

Proposed Local Law Concerning a Partial Property Tax Exemption for Accessory Apartments

KEANE & BEANE P.C.
ATTORNEYS AT LAW

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Phone 914.946.4777

■ **Long Island**
534 Broadhollow Road
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Melville, NY 11747
Phone 631.776.5910

■ **Mid-Hudson**
200 Westage Business Center
Suite 120
Fishkill, NY 12524
Phone 845.896.0120

■ **New York City**
60 East 42nd Street
Suite 810
New York, NY 10165
Phone 646.794.5747

# MEMORANDUM

**TO:** **Beacon City Council**

**FROM:** **Judson K. Siebert**
**Christian A.L. Gates**

**RE:** **Real Property Tax Law § 421-f –**
**Accessory Dwelling Unit Tax Exemption**

**DATE:** **September 5, 2025**

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## Real Property Tax Law § 421-f/ADU Exemption

Section 421-f of the Real Property Tax Law ("RPTL") authorizes a partial property tax from the increase in assessed value attributable to reconstruction, alteration or improvements made to residential property. Under this section of the RPTL, the exemption applies to properties upon which residential buildings[1] are reconstructed, altered or improved. Per RPTL § 421-f(7)(a)(iii) the City Council may limit eligibility for the partial exemption to the creation of new accessory apartments (commonly known as "Accessory Dwelling Units" or "ADUs"). The exemption is optional – each taxing jurisdiction (County of Dutchess, City of Beacon and Beacon City School District) may determine to extend it to properties subject to their respective levies. Municipalities, such as the City of Beacon, may adopt a local law, after a public hearing, to make the exemption available to eligible property owners.

### A. What is Exempt under RPTL § 421-f?

#### a. Exemption Base

This exemption is partial in nature – the extent of exemption relief afforded is limited to the increase in a property's value resulting from the creation of an ADU. In this regard, RPTL § 421-f utilizes an "exemption base" as the unit by which the amount of the exemption is determined.

The exemption base is the increase in a property's assessed value after the ADU is ready for occupancy, as set in the initial year of the exemption term. RPTL § 421-f(2)(a)(i). For example, if a property is initially assessed at $100,000 in 2024 and is subsequently assessed at $125,000 in 2025 due to the creation of an ADU, the

[1] A residential building is any building or structure designed and occupied exclusively for residential purposes by not more than three families. RPTL § 421-f(5).

exemption base equals $25,000. Because the City of Beacon engages in an annual revaluation program (with assessments subject to a 100% NYS-established equalization rate), the exemption base will essentially equal the increase in a property's market value brought about by the creation of the ADU.[2]

**b. Term and Amount of Exemption**

The total exemption period is eight (8) years and commences on the first taxable status date after a certificate of occupancy is issued for an ADU.[3]

Pursuant to RPTL § 421-f(2)(a), one hundred (100%) percent of this exemption base is rendered exempt from real property taxation for one (1) year. After this initial one year exemption period, the exemption base is annually decreased by twelve and one-half per centum (12.5%) percent in subsequent years until the partial exemption is eliminated after year 8. The amount of the exemption throughout this eight-year (8) term is thus computed as follows:

| Term | Years | Percent of Exemption |
|---|---|---|
| Initial One (1) Year Exemption Term | Year 1 | 100% (of Exemption Base) |
| Additional Seven (7) Year Terms | Year 2 | 87.5% - (Exemption Base * 0.875) |
| | Year 3 | 75% - (Exemption Base * 0.75) |
| | Year 4 | 62.5% - (Exemption Base * 0.625) |
| | Year 5 | 50% - (Exemption Base * 0.50) |
| | Year 6 | 37.5% - (Exemption Base * 0.375) |
| | Year 7 | 25% - (Exemption Base * 0.25) |
| | Year 8 | 12.5% - (Exemption Base * 0.125 |

[2] However, should there ever be a change in the City of Beacon's annual level of assessment of fifteen (15%) percent or more, as certified in the final assessment roll, the exemption base will be multiplied by a fraction where the numerator is the total assessed value of the parcel on the current final assessment roll, and the denominator is the total assessed value of the parcel on the immediately preceding final assessment roll. This fractional approach is not anticipated on account of the City of Beacon's revaluation practices.

[3] The City of Beacon taxable status date is March 1st of each calendar year.

### c. Limits on Exemptions

The partial real property tax exemption is limited to a total of Eighty Thousand ($80,000) Dollars in increased market value of the property attributable to such reconstruction, alterations, improvement, or new construction creating the ADU. RPTL § 421-f(2)(a)(iii). Any increase in market value greater than this amount is not eligible for the exemption. *id.*

## B. Under what conditions may the exemption be granted?

Pursuant to RPTL §§ 421-f(b)(i)-(iii), the exemption will not be granted for reconstruction, alterations, improvements, or new construction unless the following conditions have been met:

(1) The subject reconstruction, etc., commences after the effective date of the Local Law authorizing the exemption;

(2) The value of the reconstruction, etc., exceeds Three Thousand ($3,000) Dollars;

(3) Such reconstruction, etc., creates an accessory apartment;

(4) The parcel for which the exemption is sought contains a single-family[4] residence; and

(5) The greater portion, as so determined by square footage, of the building reconstructed, altered or improved is at least five years old.

Under RPTL §421-f(2)(c), reconstruction, alteration, improvement and new construction does not include ordinary maintenance and repairs.

## C. How can a property owner obtain an exemption?

To obtain the exemption, the owner of the subject parcel must apply for the exemption prior to March 1st of each year to the City Assessor on a NYS-prescribed form. RPTL 421-f(3). This is the standard deadline for all real property exemption applications.

If the application is deemed satisfied, the assessor will approve the application, and the exemption will commence as of the governing taxable status date (March 1st of each year) following the issuance of a certificate of occupancy.

[4] While RPTL 429-f(5) provides the exemption is limited to one-and-two family homes, Beacon City Code § 223-24.1 only permits accessory apartments on parcels containing a detached single-family homes. Therefore, the exemption cannot apply to accessory apartment constructed on a parcel containing a two-family home as accessory apartments are only allowed on parcels containing a single-family home and the exemption will only apply to the "forms of reconstruction, alterations or improvements" which create an accessory apartment.

**D. How may a municipality change the terms of the exemption?**

Under this section of the RPTL, a municipality[5] is only permitted to vary from the RPTL §421-f provisions, as follows:

(1) Reduce the percent of exemption otherwise allowed;

(2) Reduce the maximum value of an improvement which may receive the exemption to an amount less than the statutorily prescribed $80,000, but not less than $5,000; and

(3) Limit the eligibility for the exemption to those "forms" of reconstruction, alterations, improvements, or new construction as are prescribed by each municipality. RPTL 421-f(7)(a)(ii).

Although a municipality may pass a local law that changes the terms of the exemption, no such local law can repeal an exemption granted until the expiration period for such exemption has expired. RPTL 421-f(7)(b).

**Proposed Local Law**

We have prepared the attached draft Local Law implementing this exemption for purposes of City taxes (again, the exemption is subject to optional implementation by other taxing jurisdictions). It follows the parameters concerning the amount of exemption and staggered reductions of said exemption as prescribed in RPTL § 421-f without modification. The draft Local Law also aligns with Beacon City Code provisions related to accessory apartments. If enacted, the exemption would be available for any qualifying property as of the City of Beacon 2026 assessment roll, which is used to determine the 2027 City tax.

We are available to answer any questions concerning this exemption and the draft Local Law. Thank you.

Encl.
cc: Mr. Christopher White, City Administrator
Ms. Kathleen Martin, City Assessor
Nicholas M. Ward-Willis, Esq.

[5] A county, city, town or village may do so by local law. School districts may also adjust the exemption terms by resolution.

**LOCAL LAW NO. ____ OF 2025**

**CITY COUNCIL**
**CITY OF BEACON**

# A LOCAL LAW TO AMEND BEACON CITY CODE CHAPTER 199 CONCERNING A PARTIAL REAL PROPERTY TAX EXEMPTION FOR ACCESSORY APARTMENTS

A LOCAL LAW to amend the Beacon City Code Chapter 199 entitled "Taxation" to create a new Article XIV granting a partial real property tax exemption to newly built accessory apartments.

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

**Section 1.** Chapter 199 of the Beacon City Code entitled "Taxation" is hereby amended to add Article XIV entitled "Exemption for Accessory Apartments" as follows:

## Article XIV Exemption for Accessory Apartments

§ 199-84 **Exemption Granted.**

The City Council of the City of Beacon adopts partial real property tax exemption provided under the provisions of § 421-f of the New York State Real Property Law and as set forth herein.

§ 199-85 **Applicability.**

This exemption shall only apply to capital improvements made after the effective date of this local law and only to residential new construciton involving the creation of attached and detached accessory apartments. For the purposes of this Article, "accessory apartment" shall have the same definition as is provided in § 223-63 of this Code.

§ 199-86 **Amount and term of exemption.**

A. Term of Exemption. A parcel containing an accessory apartments subject to the partial exemption hereunder shall be exempt for a period of eight (8) years as set forth herein. The eight (8) year exemption shall commence as of the first taxable status date following the issuance of a certificate of occupancy for the accessory apartment.

DRAFT

B. Amount of Exemption. The newly constructed accessory apartment shall be exempt to extent of 100% of the increase in the assessed value attributable to the creation of the accessory apartment in the first year. In the second through eighth year, the extent of such exemption shall be decreased by twelve and one-half centum (12.5%) of the "exemption base" each year during such years.

C. Exemption Base. The "exemption base" shall be the increase in assessed value as determined in the intial year of the term of the exemption, except as provided Real Property Tax Law § 421-f(2)(a)(ii).

D. Limitation of Exemption. The partial exemption granted hereunder shall be limited to no more than $80,000 of the increase in market value attributable to such reconstruction, alteration or improvement resulting in the creation of the accessory apartment. Any increase in market value greater than such amount shall not be eligible for the exemption pursuant to this Article. For the purposes of this Section, market value shall be determined as set forth in Real Property Tax Law § 421-f(2)(a)(iii).

§ 199-87 **Eligibility.**

Under this Article, property owners shall only be eligible for the partial real property tax exemption if the following criteria are met:

A. The accessory apartment subject to the partial exemption hereunder was constructed in conformance with Chapter 223 of this Code, including, but not limited to § 223-24.1, and Chapter 119 of this Code;

B. Such reconstruction, alteration, improvement, or new construction subject to the partial real property tax exemption results in the creation of an accessory apartment on the same parcel as the detached single-family residence is located;

C. The property owner(s) received a building permit from the City of Beacon Building Department for the creation of an accessory apartment and has received a certificate of occupancy from the City of Beacon Building Department;

D. The reconstruction, alteration or improvement which created the accessory apartment was commenced subsequent to the effective date of the local law;

E. The greater portion, as so determined by square footage, of the building reconstructed, altered or improved is at least five years old; and

F. The value of such reconstruction, alteration or improvement exceeds three thousand dollars and is not considered ordinary maintenance and repairs.

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§ 199-88 **Authority to approve, carry out and revoke exemption status.**

The City of Beacon Assessor shall approve, carry out and revoke the partial real property exemption status in accordance with the provisions of § 421-f of the Real Property Tax Law and this Article.

**Section 2**. Ratification, Readoption and Confirmation.

Except as specifically modified by the amendments contained herein, Chapter 199 of the Beacon City Code is otherwise to remain in full force and effect and is otherwise ratified, readopted and confirmed.

**Section 3.** 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 4**. Severability.

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

**Section 5.** Effective Date.

This Local Law shall take effect immediately upon filing with the Office of the Secretary of State.

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**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

Public Hearing for a Proposed Local Law Concerning Residential Uses in the R1-5 Zoning District (to be adjourned to October 20, 2025)

**ATTACHMENTS**

Proposed Local Law Concerning Residential Uses in the R1-5 Zoning District

Draft 223b Schedule of Use Regulations

Draft Schedule of Dimensional Regulations

Proposed Local Law Concerning Residential Uses in the R1-5 Zoning District - Full EAF Part 1

Proposed Local Law Concerning Residential Uses in the R1-5 Zoning District - Full EAF Part 1, Narrative

**LOCAL LAW NO. ___ OF 2025**

**CITY COUNCIL**
**CITY OF BEACON**

# A LOCAL LAW TO AMEND THE BEACON CITY CODE CHAPTER 223 CONCERNING RESIDENTIAL USES IN THE R1-5 ZONING DISTRICT

A LOCAL LAW to amend the Beacon City Code Chapter 223 entitled "Zoning" to allow certain one-family attached / semidetached dwellings, two-family dwellings, artist live/work spaces, and reconstruction of destroyed nonconforming multi-family and two-family dwellings in the R1-5 Zoning District.

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

**Section 1.** Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-17, Subsection D, Attachment 1 entitled "Schedule of Dimensional Regulations," is hereby amended as shown on the attached Schedule of Dimensional Regulations.

*SEE ATTACHED SCHEDULE OF DIMENSIONAL REGULATIONS*

**Section 2.**

Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-17, Subsection C, Attachment 2 entitled "Schedule of Use Regulations", is hereby amended to add Footnote 2 as shown on the attached Schedule of Use Regulations to permit one-family attached/semidetached dwellings, two-family dwellings, and artist live/work spaces in a limited portion of the R1-5 Zoning District only and no other R1 Zoning District. Additionally, the aforementioned uses are only permitted as of right for any parcel in the R1-5 Zoning District that is located north of Rombout Avenue, south of Verplank Avenue, east of South Avenue (a/k/a Route 9D) and west of Fishkill/Teller Avenue, including those parcels on the southern side of Rombout Avenue, however, on the southern side of Rombout Avenue such use is not permitted on a corner lot unless the driveway and the front of the house is located on Rombout Avenue.

*SEE ATTACHED SCHEDULE OF USE REGULATIONS*

DRAFT

**Section 2.** Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-10 entitled "Nonconforming uses and structures", is hereby amended to add Subsection I as follows:

§ 223-10 **Nonconforming uses and structures.**

• • •

I. Restoration of destroyed nonconforming multi-family and two-family dwellings in the R1-5 Zone. Notwithstanding Subsection D above, if a preexisting nonconforming multi-family or two-family dwelling in the R1-5 Zoning District shall be destroyed by any means to an extent of more than 50%, the multi-family or two-family dwelling may be reconstructed in-kind and the nonconforming uses continued as follows:

(1) The multi-family or two-family dwelling must be a nonconforming structure at the time of destruction registered with the City per Subsection F above and located in the R1-5 Zoning District;

(2) The reconstruction must be dimensionally in-kind and there shall be no increases to any dimensional nonconformity, including density or parking, that existed on the date of destruction provided that the applicant may reduce any prior dimensional nonconformities;

(3) The reconstruction shall be subject to planning board approval pursuant to § 223-25 of this Code; and

(4) A bona-fide and complete application for approval pursuant to § 223-25 of this Code shall be submitted to the City within one (1) year of the date of the destruction and the applicant shall diligently pursue approval of such application.

**Section 3.** Ratification, Readoption and Confirmation.

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

**Section 4.** 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

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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 5.** Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 6.** Effective date.

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

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*223 Attachment 2*

**City of Beacon**

**§ 223-17. City of Beacon Schedule of Use Regulations**
**[Added 6-15-2020 by L.L. No. 7-2020;[1] amended 2-16-2021 by L.L. No. 2-2021; 9-19-2022 by L.L. No. 8-2022; 9-19-2022 by L.L. No. 9-2022; 5-5-2025 by L.L. No. 4-2025; 6-2-2025 by L.L. No. 5-2025; 7-7-2025 by L.L. No. 8-2025]**

| Permitted Uses by District | Reference Notes | All R1 | All RD | T | GB | CMS | L | WD | WP | FCD | LI | HI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Residential** | | | | | | | | | | | | |
| One-family detached dwelling | | P | P | P | X | X | X | X | X | X | X | X |
| One-family attached/semidetached | Including townhouses | ~~X~~P[2] | P | P | X | X | P | X | X | P | X | X |
| Two-family dwelling | | ~~X~~P[2] | P | P | X | X | X | X | X | X | X | X |
| Multifamily dwelling | | X | SP* | P | P | P | P | P | X | P | X | X |
| Artist live/work space | Subject to § 223-14.2 | ~~X~~P[2] | X | P | P | P | P | P | X | P | P | X |
| **Retail/Office/Service** | | | | | | | | | | | | |
| Retail, personal service, or bank | | X | X | X | P | P | P | P | X | X | P | X |
| Office | | X | X | P | P | P | P | P | X | P | P | X |
| Artist studio, art gallery/exhibit space | | X | X | P | P | P | P | X | X | P | P | X |
| Funeral home | | X | X | X | P | X | X | X | X | X | P | X |
| Commercial recreation, indoor | | X | X | X | P | P | X | X | X | X | P | P |
| Auction gallery | | X | X | X | P | X | X | X | X | X | P | P |
| Adult use | Subject to § 223-20.1 | X | X | X | X | X | X | X | X | X | SP | X |
| **Food/Lodging** | | | | | | | | | | | | |
| Restaurant or coffee house | | X | X | X | P | P | P | P | SP* | P | X | X |
| Bar/brew pub/microbrewery/microdistillery | | X | X | X | P | P | P | P | X | P | P | P |
| Food preparation business | | X | X | X | P | SP | SP | X | X | X | P | P |
| Short-term rental | Subject to § 223-26.5 | P | P | P | P | P | P | P | P | P | P | P |
| Bed-and-breakfast | Subject to § 223-24.4 | SP | SP | SP | P | X | P | X | SP* | P | P | X |
| Inn | | X | X | X | P | P | P | P | SP* | P | P | X |
| Hotel | Subject to § 223-14.1 | X | X | X | P | P | P | P | X | X | P | X |
| **Social/Community** | | | | | | | | | | | | |
| Spa/fitness center/exercise studio | | X | X | SP | P | P | P | P | X | P | P | X |
| Day-care center | | X | X | P | P | X | P | P | X | P | SP | X |
| Park, preserve, community garden | | P | P | P | P | P | P | P | P | P | P | X |
| Theater, concert or conference space | | X | X | X | P | P | P | P | X | P | P | X |
| Museum | | SP* | SP* | SP* | P | P | P | P | X | P | P | SP |
| Place of worship/religious facility | | P | P | P | P | X | X | X | X | X | P | X |
| Social club | Subject to § 223-24.2 | SP | SP | SP | SP | P | X | X | X | X | SP | X |
| X = Use Not Permitted<br>P = Permitted Use<br>SP = Special Permit Use by Planning Board<br>SP* = Special Permit Use by City Council | For specific standards see --> | | | | | Article IVD | Article IVE | Article IVA | Article IVA | Article IVC | | |

[1] Editor's Note: This local law also repealed former 223 Attachment 2, § 223-17D, Schedule of Regulations for Nonresidential Districts, as amended.

[2] These uses, excluding townhouses, are only permitted on a parcel within the R1-5 Zoning District and not any other R1 Zoning District. Additionally, these uses are only permitted on a parcel in the R1-5 Zoning District if such parcel is located north of either side of Rombout Avenue, south of Verplank Avenue, east of South Avenue (a/k/a Route 9D) and west of Fishkill/Teller Avenue. For a parcel on the southern side of Rombout Avenue, such use is not permitted on a corner lot unless the driveway and the front of the house is located on Rombout Avenue.

:2

| Permitted Uses by District | Reference Notes | All R1 | All RD | T | GB | CMS | L | WD | WP | FCD | LI | HI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Government facility | | P | P | P | P | P | P | P | P | P | P | P |
| Golf course | | SP* | SP* | X | X | X | X | X | X | X | X | X |
| **Health Care** | | | | | | | | | | | | |
| Hospital or nursing home | Subject to 223-21.1/22 | SP* | SP* | X | X | X | X | X | X | P | P | P |
| Animal care facility | | SP | SP | X | SP | X | X | X | X | X | SP | X |
| **Educational** | | | | | | | | | | | | |
| College or university | | SP* | SP* | X | P | P | P | X | X | P | P | P |
| Trade school or training program | | X | X | X | P | P | P | X | X | P | P | P |
| Private school or nursery school | | SP | SP | SP | P | X | P | X | X | P | SP | X |
| **Parking/Auto-Oriented** | | | | | | | | | | | | |
| Off-street parking or parking structure | Subject to § 223-26 | X | X | SP | SP | SP | X | X | X | X | X | X |
| Vehicle sales or rental lot | | X | X | X | SP | X | X | X | X | X | SP | X |
| Gas filling station and/or car wash | Subject to Ch. 210/§ 223-21 | X | X | X | SP | X | X | X | X | X | SP | X |
| Auto body or repair shop | Subject to Chapter 210 | X | X | X | SP | X | X | X | X | X | SP | X |
| Ambulance service | | SP | SP | SP | P | X | X | X | X | X | P | X |
| **Industrial or Assembly** | | | | | | | | | | | | |
| Wholesale business | | X | X | X | P | X | X | X | X | X | P | P |
| Self-storage facility and warehouse storage | Subject to § 223-24.5 | X | X | X | P/SP | X | X | X | X | X | P/SP | P/SP |
| Workshop | | X | X | SP | P | P | P | X | X | P | P | P |
| Industrial or manufacturing use | | X | X | X | X | X | SP | X | X | P | P | P |
| **Other** | | | | | | | | | | | | |
| Wireless communication facility | Subject to § 223-26.4 | P | P | P | P | P | P | P | P | P | P | P |
| Small cell wireless facility | Subject to § 223-26.4 | P | P | P | P | P | P | P | P | P | P | P |
| Farm | | P | X | X | X | X | X | X | X | X | X | X |
| Horticultural nursery | | P | P | X | P | X | X | X | X | X | P | X |
| Historic District Overlay Use | Subject to § 223-24.7 | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* |
| **Permitted Accessory Uses** (includes uses/structures customarily incidental to a permitted principal use, but not an activity for commercial gain in a residential district) | | | | | | | | | | | | |
| Accessory apartment | Subject to § 223-24.1 | P | P | P | P | P | P | P | P | P | P | P |
| Private tennis court or pool | Subject to § 223-13 | P | P | P | X | X | X | X | X | X | X | X |
| Home occupation or artist studio | Subject to § 223-17.1 | P | P | P | X | X | X | X | X | X | X | X |
| Parking structure | | X | X | SP | X | P | P | P | X | P | X | X |
| Drive-through facilities, standalone or accessory | | X | X | X | X | X | X | X | X | X | X | X |
| Garden, roof garden, or greenhouse | | P | P | P | P | P | P | P | P | P | P | P |
| Solar collectors | Subject to Article X | P | P | P | P | P | P | P | P | P | P | P |
| X = Use Not Permitted<br>P = Permitted Use<br>SP = Special Permit Use by Planning Board<br>SP* = Special Permit Use by City Council | For specific standards see --> | | | | | Article IVD | Article IVE | Article IVA | Article IVA | Article IVC | | |

*223 Attachment 1*

**City of Beacon**

**§ 223-17. Schedule of Dimensional Regulations**
**[Added 6-15-2020 by L.L. No. 7-2020;[1] amended 9-19-2022 by L.L. No. 8-2022; 9-3-2024 by L.L. No. 8-2024]**

| Zoning District | Minimum Lot Size Area[h] (see also § 223-121) | | | | Minimum Yards[a] | | | Minimum Distance Between Buildings Same Lot | Maximum Height Main Building (see § 223-13) (stories/feet) | Maximum percent Building Coverage | | Maximum Number of Units per Building | Minimum Open Space | Zoning District | Also Refer to Pertinent Sections |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Area (square feet) | Per Unit (square feet) | Width (feet) | Depth (feet) | Front (feet) | Side (feet) | Rear[d,e] (feet) | | | Multifamily | All Other | | | | |
| R1-120 | 120,000 | 120,000 | 250 | 350 | 70 | 50 | 75 | — | 2.5 / 35 | N.A. | 7% | 1 | — | R1-120 | |
| R1-80 | 80,000 | 80,000 | 150 | 200 | 45 | 30 | 50 | — | 2.5 / 35 | N.A. | 10% | 1 | — | R1-80 | |
| R1-40 | 40,000 | 40,000 | 150 | 150 | 35 | 25 | 50 | — | 2.5 / 35 | N.A. | 15% | 1 | — | R1-40 | |
| R1-20 | 20,000 | 20,000 | 125 | 125 | 25 | 20 | 40 | — | 2.5 / 35 | N.A. | 20% | 1 | — | R1-20 | |
| R1-10 | 10,000 | 10,000 | 85 | 100 | 20 | 15 | 35 | — | 2.5 / 35 | N.A. | 25% | 1 | — | R1-10 | |
| R1-7.5 | 7,500 | 7,500 | 75 | 100 | 15 | 10 | 25 | — | 2.5 / 35 | N.A. | 30% | 1 | — | R1-7.5 | |
| R1-5 | 5,000 | ~~5,000~~2,500 | 50 | 100 | 10 | 10 | 20 | — | 2.5 / 35 | N.A. | 40% | ~~2~~1 | — | R1-5 | |
| RD-7.5[d,e] | 2 acres | 7,500 | 200 | 200 | 20 to 35 | 25 | 50 | 30 | 3 / 35 | 15% | 20% | 12 | — | RD-7.5[d,e] | |
| RD-6[d,e] | 2 acres | 6,000 | 200 | 200 | 50 | 25 | 50 | 30 | 2.5 / 35 | 15% | 20% | 16 | — | RD-6[d,e] | |
| RD-5[d,e] | 5,000 | 5,000 | 50 | 100 | 30 | 10 | 25 | 30 | 3 / 35 | 20% | 30% | 16 | — | RD-5[d,e] | |
| RD-4[d,e] | 5,000 | 4,000 | 200 | 200 | 40 | 20 | 40 | 30 | 2.5 / 35 | 20% | 25% | 20 | — | RD-4[d,e] | |
| RD-3[d,e] | 5,000 | 3,000 | 50 | 100 | 30 | 20 | 25 | 30 | 3.5 / 45 | 20% | 40% | 24 | — | RD-3[d,e] | |
| RD-1.8[d,e] | 5,000 | 1,800 | 50 | 100 | 30 | 20 | 25 | 30 | 10[b] / 100 | 25% | 40% | __[c] | — | RD-1.8[d,e] | |
| RD-1.7[d,e] | 5,000 | 1,700 | 50 | 100 | 30 | 20 | 25 | 30 | 4.5[f] / 55[f] | 25% | 40% | 36[g] | — | RD-1.7[d,e] | |
| T[e] | 5,000 | i | 50 | 100 | 10 | 10 | 20 | — | 2.5 / 35 | — | 40% | — | — | T[e] | |
| GB | — | 1,500 | — | 100 | 15 | 20 | 25 | — | — / 35 | — | — | — | — | GB | |
| CMS | — | — | — | 75 | 0 to 10 | 0 | 20 | — | 3 /| 38 | — | — | — | 10% | CMS | Art. IVD |
| L | — | — | — | 75 | 0 to 20 | 0 to 30 | 25 | — | 4 / 48 | — | — | — | 15% | L | Art. IVE |
| FCD | 2 acres | 3,960 | — | — | — | — | — | — | 3 / 40 | 35% | | — | 30% | FCD | Art. IVC |
| WP | 1 acre | — | — | — | 10 | — | — | — | 2.5 / 35 | 20% | | — | — | WP | Art. IVA |
| WD | 5 acres | — | — | — | — | — | — | — | See Art. IVA | — | | — | 15% | WD | Art. IVA |
| LI | — | 1,500 | 60 | 100 | 20 | 20 | 25 | — | — / 35 | 70% | | — | 20% | LI | |
| HI | — | — | 60 | 100 | 30 | 20 | 25 | — | — / 40 | 70% | | — | 20% | HI | |

**NOTES:**

[a] A private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, a copy of such agreement to be filed with the building permit application for such garage.

[b] But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.

[c] But not more than 24 dwelling units in any building 3 1/2 stories or less in height.

[d] For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.

[e] In any RD or T District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and safeguards to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space, recreation or other purposes, will be properly maintained for the intended purpose(s) and not further subdivided in the future. In its sole discretion, the Planning Board may also reduce the required side yard setbacks to zero feet for subdivisions of land designed for attached or semi-attached single-family dwellings (townhouses) where appropriate, except that the minimum side yard setbacks for end unit dwellings shall not be reduced further than ½ the minimum side yard setback of the least restrictive adjoining residential district.

[f] A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories.

[g] And each building shall not exceed 150 feet in length.

[h] For all development proposals involving a total lot area of more than three acres within an R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, predevelopment very steep slopes of 25% or more as defined in § 223-63.

[i] One-half the minimum lot size area per dwelling unit as the least restrictive adjoining residential district.

[1] Editor's Note: This local law also repealed former 223 Attachment 1, § 223-17C, Schedule of Regulations for Residential Districts, as amended.

*Full Environmental Assessment Form*
*Part 1 - Project and Setting*

## Instructions for Completing Part 1

**Part 1 is to be completed by the applicant or project sponsor.** Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

### A. Project and Applicant/Sponsor Information.

| | | |
|---|---|---|
| Name of Action or Project:<br>A local law to amend the City of Beacon Code Chapter 223 concerning residential uses in the R1-5 Zoning District. | | |
| Project Location (describe, and attach a general location map):<br>R1-5 Zoning District of the City of Beacon | | |
| Brief Description of Proposed Action (include purpose or need):<br>The City of Beacon (the "City") Code does not permit one-family attached/semidetached dwellings (townhouses), two-family dwellings, and artist live/work spaces in any of the City's R1 (residential) Zoning District. As such, the proposed Local Law will allow the aforementioned residential uses in a limited portion of the R1-5 Zoning District near to the City's downtown Central Main Street (CMS) Zoning District and no other R1 Zoning District. Specifically, these uses will be permitted as of right in a limited portion of the R1-5 Zoning District if the parcel is located north of Rombout Avenue, south of Verplank Avenue, east of South Avenue (a/k/a Route 9D, and west of Fishkill/Teller Avenue. These residential uses will also be permitted on parcels in the R1-5 Zoning District located on the southern side of Rombout Avenue but excluding corner lots unless the driveway and the front of the house is located on Rombout Avenue.<br><br>The proposed Local Law will also allow legal nonconforming multi-family and two-family dwellings that are destroyed by more than 50% to be reconstructed in-kind subject to site plan review and other requirements. | | |
| Name of Applicant/Sponsor:<br>City Council of the City of Beacon | Telephone: (845) 838-5010<br>E-Mail: cityofbeacon@beaconny.gov | |
| Address: 1 Municipal Plaza | | |
| City/PO: Beacon | State: New York | Zip Code: 12508 |
| Project Contact (if not same as sponsor; give name and title/role):<br>Mayor Lee Kryiacou | Telephone: 845) 838-5010<br>E-Mail: cityofbeacon@beaconny.gov | |
| Address: | | |
| City/PO: | State: | Zip Code: |
| Property Owner (if not same as sponsor): | Telephone:<br>E-Mail: | |
| Address: | | |
| City/PO: | State: | Zip Code: |

**B. Government Approvals**

| **B. Government Approvals, Funding, or Sponsorship.** ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.) | | |
|---|---|---|
| **Government Entity** | **If Yes: Identify Agency and Approval(s) Required** | **Application Date (Actual or projected)** |
| a. City Council, Town Board, ☑Yes☐No or Village Board of Trustees | City Council - Legislative Action re Adoption of Local Law. | Draft of proposed Local Law introduced at September 8, 2025 meeting. |
| b. City, Town or Village ☐Yes☐No Planning Board or Commission | | |
| c. City, Town or ☐Yes☐No Village Zoning Board of Appeals | | |
| d. Other local agencies ☐Yes☐No | | |
| e. County agencies ☐Yes☐No | | |
| f. Regional agencies ☐Yes☐No | | |
| g. State agencies ☐Yes☐No | | |
| h. Federal agencies ☐Yes☐No | | |
| i. Coastal Resources.<br>*i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No<br>*ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes☐No<br>*iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No | | |

**C. Planning and Zoning**

| **C.1. Planning and zoning actions.** |
|---|
| Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No<br>• **If Yes,** complete sections C, F and G.<br>• **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1 |
| **C.2. Adopted land use plans.** |
| a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☐No<br>If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☐No |
| b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☐No<br>If Yes, identify the plan(s):<br>_____<br>_____<br>_____ |
| c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☐No<br>If Yes, identify the plan(s):<br>_____<br>_____<br>_____ |

**C.3. Zoning**

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

_____
_____

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

c. Is a zoning change requested as part of the proposed action? ☐Yes☐No
If Yes,
*i.* What is the proposed new zoning for the site? _____

**C.4. Existing community services.**

a. In what school district is the project site located? _____

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

_____

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

_____

d. What parks serve the project site?

_____
_____

**D. Project Details**

**D.1. Proposed and Potential Development**

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?

_____

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres

c. Is the proposed action an expansion of an existing project or use? ☐Yes☐No
*i.* If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐Yes☐No
If Yes,
*i.* Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

_____
*ii.* Is a cluster/conservation layout proposed? ☐Yes☐No
*iii.* Number of lots proposed? _____
*iv.* Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐Yes☐No
*i.* If No, anticipated period of construction: _____ months
*ii.* If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

_____
_____

f. Does the project include new residential uses? ☐Yes ☐No
If Yes, show numbers of units proposed.

| | One Family | Two Family | Three Family | Multiple Family (four or more) |
|---|---|---|---|---|
| Initial Phase | _____ | _____ | _____ | _____ |
| At completion of all phases | _____ | _____ | _____ | _____ |

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☐No
If Yes,
*i.* Total number of structures _____
*ii.* Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
*iii.* Approximate extent of building space to be heated or cooled: _____ square feet

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

**D.2. Project Operations**

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
*i*. What is the purpose of the excavation or dredging? _____
*ii.* How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

*iii.* Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
*iv.* Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
_____
*v.* What is the total area to be dredged or excavated? _____acres
*vi.* What is the maximum area to be worked at any one time? _____ acres
*vii.* What would be the maximum depth of excavation or dredging? _____ feet
*viii.* Will the excavation require blasting? ☐Yes ☐No
*ix.* Summarize site reclamation goals and plan: _____
_____
_____

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

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

_____

_____

_____

_____

*iii.* Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

*iv.* Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

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

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☐No

If Yes:

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

*ii.* Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

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

*iii.* Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

*iv.* Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐No

If, Yes:

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

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

_____

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

d. Will the proposed action generate liquid wastes? ☐Yes ☐No

If Yes:

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

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

_____

_____

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

If Yes:

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

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

_____

*iv.* Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

*v.* If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

_____

*vi.* Describe any plans or designs to capture, recycle or reuse liquid waste: _____

_____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☐No

If Yes:

*i.* How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

*ii.* Describe types of new point sources. _____

_____

*iii.* Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

_____

_____

- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

*iv.* Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☐No

If Yes, identify:

*i.* Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

*ii.* Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

*iii.* Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☐No

If Yes:

*i.* Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

*ii.* In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide ($CO_2$)
- _____Tons/year (short tons) of Nitrous Oxide ($N_2O$)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride ($SF_6$)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☐No

If Yes:

*i.* Estimate methane generation in tons/year (metric): _____

*ii.* Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

*i.* When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend
☐ Randomly between hours of _____ to _____.

*ii.* For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

*iii.* Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

*iv.* Does the proposed action include any shared use parking? ☐Yes☐No

*v.* If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

*vi.* Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

*vii* Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

*viii.* Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☐No

If Yes:

*i.* Estimate annual electricity demand during operation of the proposed action: _____

_____

*ii.* Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

*iii.* Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes☐No

l. Hours of operation. Answer all items which apply.

*i.* During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

*ii.* During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐Yes ☐No

If yes:

*i.* Provide details including sources, time of day and duration:

_____

_____

*ii.* Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☐No

Describe: _____

_____

n. Will the proposed action have outdoor lighting? ☐Yes ☐No

If yes:

*i.* Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

_____

_____

*ii.* Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☐No

Describe: _____

_____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☐No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

_____

_____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☐No

If Yes:

*i.* Product(s) to be stored _____

*ii.* Volume(s) _____ per unit time _____ (e.g., month, year)

*iii.* Generally, describe the proposed storage facilities: _____

_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐No

If Yes:

*i.* Describe proposed treatment(s):

_____

_____

_____

_____

*ii.* Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐No

If Yes:

*i.* Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

*ii.* Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____

_____

- Operation: _____

_____

*iii.* Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____

_____

- Operation: _____

_____

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

If Yes:

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

*ii.* Anticipated rate of disposal/processing:

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

*iii.* If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

## E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

*ii.* If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

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

c. Is the project site presently used by members of the community for public recreation? ☐Yes☐No
*i.* If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐Yes☐No
If Yes,
*i.* Identify Facilities:
_____
_____

e. Does the project site contain an existing dam? ☐Yes☐No
If Yes:
*i.* Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

*ii.* Dam's existing hazard classification: _____
*iii.* Provide date and summarize results of last inspection:
_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes☐No
If Yes:
*i.* Has the facility been formally closed? ☐Yes☐ No
- If yes, cite sources/documentation: _____

*ii.* Describe the location of the project site relative to the boundaries of the solid waste management facility:
_____
_____

*iii.* Describe any development constraints due to the prior solid waste activities: _____
_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes☐No
If Yes:
*i.* Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes☐ No
If Yes:
*i.* Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes☐No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database

*ii.* If site has been subject of RCRA corrective activities, describe control measures: _____
_____
_____

*iii.* Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes☐No
If yes, provide DEC ID number(s): _____

*iv.* If yes to (i), (ii) or (iii) above, describe current status of site(s):
_____
_____

*v.* Is the project site subject to an institutional control limiting property uses? ☐Yes☐No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes☐No
- Explain: _____

**E.2. Natural Resources On or Near Project Site**

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? ☐Yes☐No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐Yes☐No
If Yes, describe: _____

h. Surface water features.

*i.* Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes☐No

*ii.* Do any wetlands or other waterbodies adjoin the project site? ☐Yes☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

*iii.* Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes☐No

*iv.* For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

*v.* Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes☐No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes☐No

j. Is the project site in the 100-year Floodplain? ☐Yes☐No

k. Is the project site in the 500-year Floodplain? ☐Yes☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes☐No
If Yes:

*i.* Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

_____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? ☐Yes ☐No

If Yes:

*i.* Describe the habitat/community (composition, function, and basis for designation): _____

_____

*ii.* Source(s) of description or evaluation: _____

*iii.* Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☐No

If Yes:

*i.* Species and listing (endangered or threatened): _____

_____

_____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☐No

If Yes:

*i.* Species and listing: _____

_____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No

If yes, give a brief description of how the proposed action may affect that use: _____

_____

**E.3. Designated Public Resources On or Near Project Site**

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☐No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No

*i.* If Yes: acreage(s) on project site? _____

*ii.* Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☐No

If Yes:

*i.* Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

*ii.* Provide brief description of landmark, including values behind designation and approximate size/extent: _____

_____

_____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☐No

If Yes:

*i.* CEA name: _____

*ii.* Basis for designation: _____

*iii.* Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐ No

If Yes:

*i.* Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

*ii.* Name: _____

*iii.* Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

*i.* Describe possible resource(s): _____

*ii.* Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

*i.* Identify resource: _____

*ii.* Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

*iii.* Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No

If Yes:

*i.* Identify the name of the river and its designation: _____

*ii.* Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

**F. Additional Information**

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

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

**G. Verification**

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

Applicant/Sponsor Name City Council of the City of Beacon Date September 16, 2025

Signature _____ Title City Attorney

PRINT FORM

**Beacon – FEAF Part 1 Narrative**
**Proposed Local Law Concerning Permitted Uses in the R1-5 Zoning District**

On September 8, 2025, the Beacon City Council introduced a Local Law to amend Chapter 223 of the Beacon City Code (the "Zoning Code") to allow certain residential uses in a limited portion of the R1-5 Zoning District. The proposed Local Law will also allow legal nonconforming multi-family and two-dwellings anywhere in the R1-5 Zoning that are destroyed by more than 50% to be rebuilt in-kind subject to certain requirements. The proposed Local Law is intended to advance the City Council's housing goals without substantially modifying the City's Schedule of Dimensional Regulations. The proposed Local Law will also further the City Council's housing goals by legalizing certain nonconforming residential uses in a limited portion of the R1-5 Zoning District and help to maintain the housing stock of legal nonconforming multi-family and two-family dwellings throughout the R1-5 Zoning District.

**Additional Permitted Uses in a Limited Portion of the R1-5 Zoning District.**

The proposed Local Law will amend the City's Schedule of Permitted Uses, § 223-17C of the Zoning Code, to allow one-family attached/semidetached dwellings (townhouses), two-family dwellings, and artist live/work spaces in a limited portion of the R1-5 Zoning District only and no other R1 Zoning District. The aforementioned residential uses will only be allowed in in a close proximity to the City's' downtown Central Main Street (CMS) Zoning District on parcels that are located north of Rombout Avenue, south of Verplank Avenue, east of South Avenue (a/k/a Route 9D) and west of Fishkill/Teller Avenue. For parcels in the R1-5 Zoning District that are located on the southern side of Rombout Avenue such uses will not be permitted on a corner lot unless the driveway and the front of the house are located on Rombout Avenue.

The proposed uses in a limited portion of the R1-5 Zoning District are consistent with the City's surrounding neighborhood and character of this area of the City. The City's Transitional (T) Zoning District, which serves as a northern and southern buffer zone between the R1-5 Zoning District and the City's CMS Zoning District, allows one-family attached/semidetached dwellings (townhouses), two-family dwellings, and artist live/work spaces. Moreover, there are several nonconforming two-family dwellings and townhouses in this limited portion of the R1-5 Zoning that will be legalized. As such, the proposed Local Law will allow the areas of the R1-5 Zoning District nearest to the City's downtown district to maintain its residential character but increase housing opportunities on parcels which satisfy existing dimensional requirements.

The Schedule of Dimensional Regulations annexed to the proposed local law is also proposed to be amended to reduce the R1-5 Zoning District "Per Unit" minimum lot size area from 5,000 sqft to 2,500 sqft and to increase the "Maximum number of units per building" from 1 to 2. Per the City Planner's memorandum dated August 28, 2025, 86% of parcels in the entire R1-5 Zoning District are under 10,000 sqft. Accordingly, the existing "Per Unit" minimum lot

size area of 5,000 means that a parcel must be at least 10,000 sqft to legally accommodate attached/semidetached dwellings, two-family dwellings, and artist live/work spaces. This limitation precludes a significant number of parcels within the limited geographic area subject to the proposed Local Law from actually constructing the proposed residential uses. Therefore, amending the City's Schedule of Dimensional Regulations is necessary to allow a number of parcels within the limited geographical area subject to the proposed Local Law's additional residential uses in the R1-5 Zoning District to legally accommodate attached/semidetached dwellings, two-family dwellings, and artist live/work spaces. No impact to other areas of the R1-5 Zoning district are expected to stem from the changes to the Schedule of Dimensional Regulations because the aforementioned uses will only be permitted on parcels located north of Rombout Avenue, south of Verplank Avenue, east of South Avenue (a/k/a Route 9D) and west of Fishkill/Teller Avenue, and no other area of the R1-5 Zoning District or R1 Zoning District.

**Reconstruction of Destroyed Multi-Family and Two-Family Dwellings.**

The proposed Local Law will also add a Subsection I to Zoning Code § 223-10 thereby providing a limited exception to § 223-10D of the Zoning Code. Beacon Zoning Code § 223-10D provides a blanket prohibition on the reconstruction of nonconforming uses that are destroyed by more than 50%. However, if 50% or less of a nonconforming building is destroyed, Zoning Code § 223-10D allows nonconforming building uses to be continued if restoration commences within 6 months of destruction and is diligently pursued. Thus, the new Subsection I of Zoning Code § 223-10 will allow the in-kind reconstruction of multi-family and two-family dwellings that are destroyed by more than 50% anywhere in the R1-5 Zoning District. As such, the proposed Local Law builds upon the existing exception for the reconstruction of partially damaged nonconforming buildings by allowing the reconstruction of nonconforming multi-family and two-family dwellings that are destroyed by more than 50% in the R1-5 Zoning District (which is currently prohibited).

The proposed Local Law will only legalize some of the two-family dwellings in the R1-5 Zoning District and legalize none of the multi-family dwellings. However, there are currently thirty (30) nonconforming multifamily dwellings and a substantial number of nonconforming two-family dwellings elsewhere in the R1-5 Zoning District. Therefore, the proposed Local Law will lessen the risk of losing existing housing stock or possible permanent displacement of residents in the event their nonconforming multi-family and two-family dwellings are destroyed. As these two (2) types of nonconforming uses are currently existing, this limited exception to the reconstruction of multi-family and 2-family dwellings in the R1-5 Zoning District will not change the character of existing neighborhoods or increase demand on public and municipal resources in the event of reconstruction. This limited exception will be applicable to all areas of the R1-5 Zoning District but no other Zoning District.

**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

Proposed 2026 Operating Budget

**ATTACHMENTS**

Proposed 2026 Operating Budget

Proposed 2026 Operating Budget - Slide Deck

# CITY OF BEACON

# 2026

# PROPOSED

# BUDGET

# City of Beacon
## New York

Lee Kyriacou
Mayor

Office of the Mayor

October 6, 2025

Dear Members of the Beacon City Council:

As required by State law and the City Charter, I present to you at the first meeting in October the 2026 Proposed Budget, my sixth annual budget as Mayor for the City of Beacon.

Here's the bottom line: the Mayor's Proposed Budget for 2026 provides substantial increases in employee salary and benefits, continues to deliver all current services plus new capital investments, and, like every other budget I have proposed, keeps the property tax increase below the State property tax cap. Let me touch briefly on each of these, and then the City Administrator and Finance Director will provide a fuller overview of 2026 Budget.

**Fairly Compensating Employees.** By far the largest change in the 2026 Budget is increased compensation for our employees, along with substantial increases in health and retirement expense. All three of our union contracts were recently renegotiated, and we needed to make up for past inflation and stay competitive with other municipal employers. Our union agreements (plus a previous unilateral 5% increase in police compensation) reflect a priority on fairly compensating our dedicated and skilled employees, which also helps us to reduce overtime and fill vacancies with the best talent. The police union agreement, the last of the three to be negotiated, is the subject of an upcoming vote this evening. This commitment to our employees requires tough fiscal discipline in this and the next several budgets; accordingly, the 2026 Budget proposes no increase in the overall number of employees, no new services, and a tighter cap on non-employee discretionary spending.

**Holding the Line on Property Tax Increases.** The 2026 Budget proposes a 21-cent decrease in the residential (Homestead) tax rate, down to $5.49 per $1,000 of assessed value. That is down more than one dollar since I became Mayor in 2020, and the lowest level in more than 16 years. For a home assessed at $500,000, this translates to a modest tax increase of about $74 (or 2.6%). There is a slightly higher percentage increase for commercial properties. To help accomplish this, the 2026 Budget will need to use $75,000 in General Fund Balance.

All six of my Mayor's Budgets have kept tax increases in roughly that same modest range, notwithstanding significantly higher inflation and property value increases since 2020. The ability to minimize property tax increases is due in large part to:

- The 10-year sales tax sharing agreement that I negotiated with the County in 2022;
- Sustained new construction, which has added over $225 million to our tax rolls in the past six years, $47 million in this year alone; and
- The disciplined financial management of this administration.

**Record Investment and Services.** This financial discipline allows the City to expand services, invest in capital projects, and build the capacity of our small municipal government. Capital investments have topped $50 million in my administration – including the award-winning new central fire station, the long-awaited reconstruction of Fishkill and Teller Avenues, and generational investments in our water and wastewater systems. We continue to make historic investments in our parks, as well as major increases in our recreation programs, which have more than doubled in my tenure as Mayor. We have rebuilt the ranks of our police department, and added fire staff, training and equipment. All the while, we continue to be a leader in environmental sustainability – transitioning our vehicle fleet to hybrid and electric, investing in green energy, offering public composting and new e-waste recycling, planting trees, and reducing emissions at our closed landfill.

I want to express my appreciation to the residents for supporting our historic reinvestments in infrastructure and human capital – and especially for your patience as we have replaced streets, drainage, sidewalks, and water and sewer infrastructure throughout the City. Thank you to my City Council colleagues for their unflagging support of City initiatives that continue to improve our quality of life in the City of Beacon. And finally, thank you to the dedicated employees of the City of Beacon, whose commitment we recognize in this budget.

I look forward to our upcoming discussions regarding this Proposed 2026 Budget.

Respectfully,

Lee Kyriacou
Mayor, City of Beacon

# CITY OF BEACON

## 2026 PROPOSED BUDGET

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# CITY OF BEACON
# 2026
# PROPOSED 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 2026 BE AND THE SAME IS HEREBY APPROPRIATED TO MEET THE AMOUNT OF MONEY FOR THE YEAR 2026.

**DATE:** October 6, 2025

| | | GENERAL | 6% INCREASE WATER | 6% INCREASE SEWER |
|---|---|---|---|---|
| **APPROPRIATIONS** | | **27,834,362** | **4,346,544** | **5,380,212** |
| **TOTAL REVENUE** | | **13,879,124** | **4,346,544** | **5,380,212** |
| **BALANCE OF APPROPRIATIONS** | | **13,955,238** | **-** | **-** |
| **FUND BALANCE APPROPRIATIONS** | | | | |
| Appropriated from Debt Reserve | | | | |
| Appropriated from Fund Balance | | **(75,000)** | | |
| **Tax Levy:** | | **13,880,238** | | |
| **Allowable levy at tax cap** | 13,980,954 | | | |
| **Amount below cap** | 100,716 | | | |

| | | HOMESTEAD | NON-HOMESTEAD | TOTALS |
|---|---|---|---|---|
| **Adjusted Tax Levy Distribution** | | **9,997,888** | **3,882,350** | **13,880,238** |
| **Base Proportion:** | | ***72.029660*** | ***27.970340*** | ***100.00*** |
| **Rates:** | ***2026 Tax Rates*** | **5.490217** | **8.710794** | |
| | ***2025 Tax Rates*** | **5.699394** | **8.478958** | |
| | ***Percentage Increase/Decrease*** | ***-3.6702%*** | ***2.7343%*** | |
| **Assessed Values:** | | | | |
| **09/26/25 - TENTATIVE ROLL** | | ***1,821,036,869*** | ***445,694,113*** | ***2,266,730,982*** |
| **11/26/24 - FINAL ROLL** | | ***1,705,642,304*** | ***415,844,001*** | ***2,121,486,305*** |
| | ***Percentage Increase*** | ***6.77%*** | ***7.18%*** | ***6.85%*** |
| | Dollar change | 115,394,565 | 29,850,112 | 145,244,677 |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1010 CITY COUNCIL** | | | | | | | | | | | |
| A1010 | 101000 | REGULAR SALARIES | 54,001 | 54,000 | 54,000 | 53,828 | 54,000 | 54,000 | 41,366 | 66,000 | |
| A1010 | 120000 | HEALTH INSURANCE BUY-OUT | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 2,500 | 10,000 | |
| A1010 | 416000 | MATERIALS & SUPPLIES | 645 | 500 | 500 | 512 | 500 | 500 | 116 | 500 | |
| A1010 | 443200 | TRAINING | - | 500 | 500 | - | 500 | 500 | - | 500 | |
| A1010 | 444100 | LICENSE & PERMITS | 10,045 | 10,637 | 10,749 | 10,749 | 11,383 | 11,501 | 11,501 | 12,468 | |
| A1010 | 452000 | CONSULTANT | 11,220 | 11,904 | 11,792 | 17,270 | 13,680 | 13,680 | 8,144 | 14,088 | |
| A1010 | 452010 | GRANT WRITING CONSULTANT | 1,489 | 8,000 | 6,700 | - | 8,000 | 7,882 | - | 4,000 | |
| A1010 | 452020 | PLANNING STUDIES | - | 30,000 | 15,000 | - | 75,000 | 75,000 | - | 75,000 | |
| A1010 | 455000 | VIDEOGRAPHER | 22,450 | 20,400 | 21,700 | 20,600 | 22,600 | 22,600 | 14,008 | 22,600 | |
| A1010 | 470000 | PARTICIPATORY BUDGETING | - | 10,000 | 10,000 | - | 10,000 | 10,000 | 2,618 | 10,000 | |
| A1010 | 820000 | SOCIAL SECURITY | 4,511 | 4,896 | 4,896 | 4,251 | 4,896 | 4,896 | 2,632 | 5,814 | |
| **TOTAL CITY COUNCIL** | | | **114,361** | **160,837** | **145,837** | **117,210** | **210,559** | **210,559** | **82,885** | **220,970** | |
| | | | | | | | | | | | |
| **1210 MAYOR** | | | | | | | | | | | |
| A1210 | 101000 | REGULAR SALARIES | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 19,231 | 30,000 | |
| A1210 | 120000 | HEALTH INSURANCE BUY-OUT | 2,500 | 2,500 | 2,500 | - | - | - | - | - | |
| A1210 | 220000 | OFFICE EQUIPMENT | - | 150 | 150 | - | 150 | 150 | 137 | - | |
| A1210 | 416000 | MATERIALS & SUPPLIES | 759 | 100 | 150 | 279 | 1,000 | 1,000 | 449 | 600 | |
| A1210 | 443200 | TRAINING | - | 300 | 250 | - | 835 | 835 | - | 835 | |
| A1210 | 467000 | ASSOCIATION DUES | - | - | - | - | - | - | - | - | |
| A1210 | 820000 | SOCIAL SECURITY | 7,241 | 2,104 | 2,104 | 7,134 | 1,913 | 7,767 | 5,335 | 2,295 | |
| **TOTAL MAYOR** | | | **35,500** | **30,154** | **30,154** | **32,413** | **28,898** | **34,752** | **25,152** | **33,730** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1230 ADMINISTRATOR** | | | | | | | | | | | |
| A1230 | 101000 | REGULAR SALARIES | 211,532 | 223,268 | 223,268 | 223,046 | 223,268 | 233,315 | 179,280 | 260,685 | |
| A1230 | 105200 | SICK LEAVE BONUS | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | 2,000 | 2,000 | 2,000 | |
| A1230 | 250000 | PURCHASE EQUIPMENT | - | 500 | 500 | - | 500 | 500 | - | 500 | |
| A1230 | 416000 | MATERIALS & SUPPLIES | 200 | 300 | 270 | 217 | 300 | 300 | 29 | 300 | |
| A1230 | 447200 | REPAIR OF EQUIPMENT | - | - | - | - | - | - | 600 | 750 | |
| A1230 | 462000 | TRAVEL | - | - | 30 | 30 | - | - | - | - | |
| A1230 | 820000 | SOCIAL SECURITY | 10,735 | 17,172 | 17,172 | 11,416 | 17,172 | 12,147 | 9,218 | 20,095 | |
| **TOTAL ADMINISTRATOR** | | | **223,667** | **242,440** | **242,440** | **235,909** | **242,440** | **248,262** | **191,127** | **284,330** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1325 FINANCE** | | | | | | | | | | | |
| A1325 | 101000 | REGULAR SALARIES | 339,916 | 374,100 | 374,100 | 372,062 | 393,911 | 415,036 | 316,572 | 441,391 | |
| A1325 | 105000 | OVERTIME | 14,784 | 10,000 | 10,000 | 9,775 | 10,000 | 10,000 | 17,532 | 16,000 | |
| A1325 | 105200 | SICK LEAVE BONUS | 1,200 | 2,361 | 1,159 | 1,159 | 600 | 1,000 | 1,000 | 3,000 | |
| A1325 | 120000 | HEALTH INSURANCE BUY-OUT | 5,417 | 7,500 | 5,000 | 5,000 | 5,000 | 5,000 | | 2,500 | |
| A1325 | 416000 | MATERIALS & SUPPLIES | 4,731 | 4,000 | 5,000 | 5,264 | 4,000 | 4,000 | 3,297 | 4,000 | |
| A1325 | 440700 | ANNUAL AUDIT | 55,000 | 38,000 | 38,000 | 48,250 | 40,000 | 40,000 | - | 40,000 | |
| A1325 | 440702 | GASB 75 VALUATION | 4,000 | 20,000 | 20,000 | 19,500 | 5,000 | 9,750 | 9,750 | 20,000 | |
| A1325 | 441500 | SOFTWARE & SUPPORT | 108,974 | 60,000 | 60,000 | 58,561 | 62,000 | 62,000 | 8,443 | 65,000 | |
| A1325 | 443200 | TRAINING | - | 6,000 | 3,432 | - | 6,000 | 1,250 | - | 6,000 | |
| A1325 | 452000 | CONSULTANT | 21,656 | | 9,068 | 9,068 | - | - | - | - | |
| A1325 | 462000 | TRAVEL | 53 | 300 | 300 | - | 1,000 | 1,000 | - | 1,000 | |
| A1325 | 467000 | ASSOCIATION DUES | - | 650 | 650 | - | 650 | 650 | - | 650 | |
| A1325 | 820000 | SOCIAL SECURITY | 26,625 | 30,138 | 27,638 | 28,464 | 31,328 | 32,978 | 24,207 | 35,411 | |
| **TOTAL FINANCE** | | | **582,356** | **553,049** | **554,347** | **557,103** | **559,489** | **582,664** | **380,801** | **634,952** | |
| **1355 ASSESSMENT** | | | | | | | | | | | |
| A1355 | 105200 | SICK LEAVE BONUS | - | 300 | 300 | - | 120 | 120 | | 500 | |
| A1355 | 109100 | PART TIME CLERICAL | 21,296 | 24,366 | 24,366 | 17,346 | 21,900 | 22,886 | 17,010 | 24,147 | |
| A1355 | 416000 | MATERIALS & SUPPLIES | 104 | 750 | 750 | - | 750 | 750 | 305 | 500 | |
| A1355 | 443200 | TRAINING | | 500 | 500 | - | 500 | 500 | 37 | 500 | |
| A1355 | 450200 | APPRAISERS | 5,950 | 8,000 | 4,882 | - | 8,000 | 8,000 | 2,500 | 6,000 | |
| A1355 | 452009 | JOINT ASSESSOR AGREEMENT | 55,216 | 56,596 | 58,416 | 58,416 | 61,000 | 61,000 | 60,990 | 62,820 | |
| A1355 | 820000 | SOCIAL SECURITY | 1,629 | 1,887 | 1,887 | 1,327 | 1,685 | 1,685 | 1,301 | 1,885 | |
| **TOTAL ASSESSMENT** | | | **84,195** | **92,399** | **91,101** | **77,089** | **93,955** | **94,941** | **82,143** | **96,352** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1362 TAX ADVERTISING & EXPENSE** | | | | | | | | | | | |
| A1362 | 441500 | COMPUTER SUPPORT/DATA PRO | 12,353 | 13,000 | 13,000 | 12,619 | 13,000 | 13,000 | - | 14,000 | |
| **TOTAL TAX ADVERTISING & EXPENSE** | | | **12,353** | **13,000** | **13,000** | **12,619** | **13,000** | **13,000** | **-** | **14,000** | |
| **1364 PROPERTY ACQUIRED** | | | | | | | | | | | |
| A1364 | 468001 | EXPENSE ON PROPERTY ACQUIR | - | 1,000 | 1,000 | - | 1,000 | 1,000 | - | 1,000 | |
| **TOTAL PROPERTY ACQUIRED** | | | **-** | **1,000** | **1,000** | **-** | **1,000** | **1,000** | **-** | **1,000** | |
| **1380 FISCAL AGENT FEES** | | | | | | | | | | | |
| A1380 | 461200 | FISCAL AGENT FEE | - | 25,000 | 25,000 | - | 25,000 | 25,000 | | 25,000 | |
| A1380 | 461202 | ANNUAL FILING STATEMENT | 2,861 | 2,600 | 2,600 | 1,861 | 2,600 | 2,600 | 3,591 | 2,900 | |
| **TOTAL FISCAL AGENT FEES** | | | **2,861** | **27,600** | **27,600** | **1,861** | **27,600** | **27,600** | **3,591** | **27,900** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1410 CITY CLERK** | | | | | | | | | | | |
| A1410 | 101000 | REGULAR SALARIES | 71,638 | 117,058 | 117,058 | 118,393 | 122,416 | 127,925 | 98,593 | 137,745 | |
| A1410 | 105000 | OVERTIME | 1,336 | 750 | 750 | - | 500 | 500 | 322 | 750 | |
| A1410 | 105200 | SICK LEAVE BONUS | - | - | - | - | - | - | - | - | |
| A1410 | 120000 | HEALTH INSURANCE BUY-OUT | - | 2,500 | 2,500 | 1,250 | - | - | - | - | |
| A1410 | 416000 | MATERIALS & SUPPLIES | 1,835 | 2,000 | 2,000 | 1,847 | 2,000 | 2,018 | 2,017 | 2,500 | |
| A1410 | 440801 | FILING FEE COUNTY CLERK | - | | | - | 100 | 100 | - | 100 | |
| A1410 | 441000 | BOOK BINDING | - | 3,500 | 3,500 | 2,986 | 3,500 | 3,482 | - | 3,500 | |
| A1410 | 441400 | CODIFICATION | 3,656 | 13,500 | 13,500 | 6,966 | 13,500 | 13,500 | 6,055 | 10,000 | |
| A1410 | 441500 | SOFTWARE & SUPPORT | 17,800 | 18,371 | 18,371 | 17,815 | 17,815 | 17,815 | 18,220 | 18,340 | |
| A1410 | 443200 | TRAINING | - | 2,500 | 2,454 | 1,999 | 2,600 | 2,600 | 2,490 | 2,600 | |
| A1410 | 447000 | RENTAL OF EQUIPMENT | 1,965 | 2,000 | 2,000 | 2,017 | 2,100 | 2,100 | 1,553 | 2,100 | |
| A1410 | 465000 | POSTAGE | 1,900 | 11,500 | 11,546 | 11,802 | 13,500 | 13,500 | 10,774 | 15,000 | |
| A1410 | 467000 | ASSOCIATION DUES | 100 | 410 | 410 | 100 | 410 | 410 | 330 | 410 | |
| A1410 | 470100 | ADVERTISING | 923 | 2,000 | 2,000 | 1,637 | 2,000 | 2,000 | 760 | 1,800 | |
| A1410 | 820000 | SOCIAL SECURITY | 5,422 | 9,204 | 9,204 | 8,800 | 9,403 | 9,823 | 7,177 | 10,595 | |
| **TOTAL CITY CLERK** | | | **106,575** | **185,293** | **185,293** | **175,612** | **189,844** | **195,773** | **148,291** | **205,440** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1420 LAW** | | | | | | | | | | | |
| A1420 | 450400 | ATTORNEYS | 109,801 | 111,100 | 111,100 | 115,090 | 115,000 | 115,000 | 64,222 | 115,000 | |
| A1420 | 450433 | TAX CERTIORARI MATTERS | 5,950 | 11,000 | 11,000 | 5,382 | 11,000 | 11,000 | 6,228 | 11,000 | |
| A1420 | 450436 | IN REM | 3,728 | 10,000 | 10,000 | 8,013 | 10,000 | 10,000 | 11,592 | 10,000 | |
| A1420 | 450437 | PROPERTY ASSESSMENT SETTL | 15,069 | 95,000 | 88,428 | 7,449 | 15,000 | 10,900 | - | 15,000 | |
| A1420 | 450439 | CSEA MATTERS | - | 5,000 | 5,000 | - | 2,500 | 2,500 | - | 2,500 | |
| A1420 | 450440 | IAFF/FIRE MATTERS | - | 2,500 | 2,500 | - | 2,500 | 2,500 | - | 2,500 | |
| A1420 | 450442 | PBA MATTERS | - | 7,500 | 7,500 | 329 | 5,000 | 5,000 | 3,807 | 5,000 | |
| A1420 | 450454 | EMPLOYEE DISCIPLINE | - | 15,000 | 15,000 | 5,138 | 15,000 | 7,500 | 541 | 10,000 | |
| A1420 | 450461 | TRAFFIC COURT | 24,178 | 24,000 | 24,000 | 24,000 | 31,200 | 31,200 | 18,337 | 33,000 | |
| A1420 | 450464 | FIREHOUSES | | | | | | 41,089 | 33,589 | - | |
| A1420 | 450600 | ARBITRATORS | - | 3,000 | 3,000 | - | 3,000 | 3,000 | 1,500 | 3,000 | |
| A1420 | 456500 | CIVIL ACTION EXPENSE | - | 10,000 | 10,000 | 211 | 10,000 | - | - | 10,000 | |
| **TOTAL LAW** | | | **158,726** | **294,100** | **287,528** | **165,612** | **220,200** | **239,689** | **139,816** | **217,000** | |
| | | | | | | | | | | | |
| **1430 HUMAN RESOURCES** | | | | | | | | | | | |
| A1430 | 101000 | REGULAR SALARIES | 135,824 | 127,250 | 127,250 | 136,873 | 149,010 | 153,656 | 113,661 | 167,836 | |
| A1430 | 105200 | SICK LEAVE BONUS | 458 | - | - | - | - | 1,000 | 1,000 | 1,000 | |
| A1430 | 120000 | HEALTH INSURANCE BUY-OUT | - | - | - | - | - | - | - | 2,500 | |
| A1430 | 416000 | MATERIALS & SUPPLIES | 316 | 1,200 | 1,200 | 23 | 1,200 | 1,200 | - | 1,000 | |
| A1430 | 443200 | TRAINING | 2,011 | 9,200 | 9,200 | 1,321 | 9,200 | 8,119 | 1,226 | 5,700 | |
| A1430 | 453800 | WORKPLACE SERVICES | 4,747 | 7,570 | 7,570 | 5,758 | 7,200 | 8,281 | 10,837 | 7,800 | |
| A1430 | 467000 | ASSOCIATION DUES | 244 | 500 | 500 | 519 | 600 | 600 | - | 650 | |
| A1430 | 470100 | ADVERTISING | - | 500 | 500 | - | 500 | 500 | - | 1,000 | |
| A1430 | 820000 | SOCIAL SECURITY | 10,010 | 9,735 | 9,735 | 10,045 | 11,399 | 11,399 | 8,433 | 12,839 | |
| **TOTAL HUMAN RESOURCES** | | | **153,610** | **155,955** | **155,955** | **154,539** | **179,109** | **184,755** | **135,157** | **200,325** | |
| | | | | | | | | | | | |
| **1440 ENGINEERING** | | | | | | | | | | | |
| A1440 | 454000 | ENGINEERS | 43,460 | 38,000 | 42,847 | 38,737 | 38,000 | 38,403 | 32,438 | 46,000 | |
| **TOTAL ENGINEERING** | | | **43,460** | **38,000** | **42,847** | **38,737** | **38,000** | **38,403** | **32,438** | **46,000** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1620 PUBLIC BUILDINGS** | | | | | | | | | | | |
| A1620 | 101000 | REGULAR SALARIES | 64,436 | 67,787 | 67,787 | 67,740 | 68,425 | 71,475 | 54,879 | 74,877 | |
| A1620 | 105000 | OVERTIME | 2,320 | 2,400 | 2,400 | 2,704 | 2,400 | 2,400 | 2,563 | 3,000 | |
| A1620 | 105200 | SICK LEAVE BONUS | - | - | - | - | - | - | - | - | |
| A1620 | 119000 | CLOTHING ALLOWANCE | 650 | 650 | 650 | 650 | 650 | 650 | - | 650 | |
| A1620 | 120000 | HEALTH INSURANCE BUY-OUT | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | - | 2,500 | |
| A1620 | 411000 | CLEANING SUPPLIES | 7,381 | 9,500 | 11,238 | 7,872 | 9,500 | 9,500 | 3,649 | 9,500 | |
| A1620 | 412600 | MUNICIPAL CENTER GAS HEAT | 13,448 | 15,700 | 15,700 | 12,979 | 15,700 | 14,700 | 9,641 | 15,140 | |
| A1620 | 412620 | TOMPKINS HOSE GAS HEAT | 2,275 | - | - | - | - | - | - | - | |
| A1620 | 412630 | MASE HOOK & LADDER GAS HEA | 3,553 | 4,400 | 4,400 | 4,301 | 1,100 | 4,600 | 4,791 | - | |
| A1620 | 412640 | MEMORIAL BUILDING GAS HEAT | 6,761 | 12,000 | 12,000 | 5,755 | 10,000 | 9,490 | 4,964 | 9,770 | |
| A1620 | 413100 | EV CHARGING STATIONS | - | - | - | 3,780 | - | - | 1,970 | 5,500 | |
| A1620 | 416000 | MATERIALS & SUPPLIES | 7,578 | 8,500 | 8,500 | 7,620 | 9,500 | 12,087 | 7,294 | 11,000 | |
| A1620 | 422000 | MUNICIPAL CENTER ELECTRIC | - | - | - | - | - | - | - | - | |
| A1620 | 422005 | WELCOME CENTER ELECTRIC | 127 | 600 | 600 | 2,909 | 3,000 | 2,000 | 760 | 2,100 | |
| A1620 | 422010 | BEACON ENGINE ELECTRIC | - | - | - | | | 2,378 | 2,567 | - | |
| A1620 | 422020 | TOMPKINS HOSE ELECTRIC | - | - | - | 11,608 | 15,600 | 20,600 | 22,269 | 30,900 | |
| A1620 | 422030 | MASE HOOK & LADDER ELECTRI | - | 5,000 | 5,000 | 2,725 | - | 1,008 | 1,235 | - | |
| A1620 | 422040 | MEMORIAL BUILDING ELECTRIC | - | - | - | - | - | - | - | - | |
| A1620 | 422062 | AREA LIGHTS ELECTRIC | 426 | 350 | 489 | 535 | 500 | 500 | 396 | 525 | |
| A1620 | 422098 | CHARGING STATION ELECTRIC | | | | 2,053 | | | 15,700 | 23,900 | |
| A1620 | 442000 | EXTERMINATOR | 1,348 | 1,500 | 1,361 | 370 | 3,000 | 3,000 | 1,474 | 3,000 | |
| A1620 | 444000 | JANITORIAL SERVICE | - | 1,000 | 1,850 | 1,350 | 3,000 | 3,000 | 931 | 3,000 | |
| A1620 | 445100 | MAINTENANCE OF EQUIPMENT | 41,688 | 70,000 | 70,000 | 49,397 | 65,000 | 65,000 | 30,068 | 60,000 | |
| A1620 | 446800 | PARKING LOT REPAIRS | - | 24,000 | 24,000 | - | 24,000 | 21,000 | - | 24,000 | |
| A1620 | 447300 | REPAIR OF REAL PROPERTY | 666 | 7,000 | 6,000 | 1,675 | 7,000 | 5,000 | 329 | 7,000 | |
| A1620 | 447301 | REPAIR OF MUNICIPAL CENTER | 7,168 | 15,000 | 16,000 | 11,666 | 15,000 | 9,537 | 4,424 | 15,000 | |
| A1620 | 447302 | REPAIR OF MEMORIAL BLDG | 5,042 | 5,000 | 5,000 | 184 | 5,000 | 3,597 | 265 | 5,000 | |
| A1620 | 447307 | REPAIR OF FIREHOUSE | 1,054 | 3,000 | 3,000 | 2,833 | 3,000 | - | - | 3,000 | |
| A1620 | 820000 | SOCIAL SECURITY | 5,348 | 5,610 | 5,610 | 5,628 | 5,659 | 5,892 | 4,393 | 6,199 | |
| **TOTAL PUBLIC BUILDINGS** | | | **173,769** | **261,497** | **264,085** | **208,834** | **269,534** | **269,914** | **174,562** | **315,561** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1650 CENTRAL COMMUNICATION SYSTEMS** | | | | | | | | | | | |
| A1650 | 250000 | EQUIPMENT | - | - | 9,022 | 9,022 | - | - | - | - | |
| A1650 | 423000 | TELEPHONES | 34,286 | 35,500 | 35,500 | 39,364 | 35,500 | 35,500 | 34,438 | 46,500 | |
| A1650 | 423001 | CELL PHONES | 12,615 | 11,766 | 11,766 | 11,451 | 12,510 | 12,510 | 7,768 | 12,558 | |
| **TOTAL CENTRAL COMMUNICATION SYSTEMS** | | | **46,901** | **47,266** | **56,288** | **59,837** | **48,010** | **48,010** | **42,206** | **59,058** | |
| | | | | | | | | | | | |
| **1670 CENTRAL PRINTING** | | | | | | | | | | | |
| A1670 | 446000 | PRINTING/COPIER LEASE (Downs | 2,211 | 2,500 | 2,500 | 2,460 | 2,520 | 2,520 | 1,626 | 2,500 | |
| A1670 | 446002 | PRINTING/COPIER LEASE (Upstair | 2,651 | 2,800 | 2,800 | 2,627 | 2,640 | 2,640 | 1,756 | 2,800 | |
| A1670 | 446003 | PRINTING/COPIER LEASE (Police) | 7,420 | 7,500 | 7,500 | 7,613 | 7,740 | 7,740 | 5,449 | 7,800 | |
| **TOTAL CENTRAL PRINTING** | | | **12,282** | **12,800** | **12,800** | **12,700** | **12,900** | **12,900** | **8,831** | **13,100** | |
| | | | | | | | | | | | |
| **1680 TECHNOLOGY** | | | | | | | | | | | |
| A1680 | 250000 | PURCHASE EQUIPMENT | 53,018 | 68,585 | 69,293 | 68,226 | 58,716 | 58,336 | 13,520 | 42,266 | |
| A1680 | 410400 | WEB SITE FEES | 3,200 | 8,700 | 9,085 | 9,085 | 8,785 | 9,165 | 9,165 | 8,863 | |
| A1680 | 444100 | LICENSE/PERMITS | 28,551 | 36,798 | 36,798 | 30,692 | 47,591 | 47,591 | 28,914 | 58,935 | |
| A1680 | 452003 | IT CONSULTANT | 45,973 | 65,100 | 65,100 | 66,781 | 65,100 | 65,100 | 42,095 | 65,100 | |
| **TOTAL TECHNOLOGY** | | | **130,742** | **179,183** | **180,276** | **174,784** | **180,192** | **180,192** | **93,694** | **175,164** | |
| | | | | | | | | | | | |
| **1910 INSURANCE** | | | | | | | | | | | |
| A1910 | 430000 | INSURANCE PACKAGE POLICY | 542,969 | 550,800 | 550,800 | 553,767 | 605,880 | 605,880 | 609,217 | 653,229 | |
| A1910 | 432100 | INSURANCE VOLUNTEER ACCIDE | 2,662 | 2,800 | 2,800 | 3,844 | 2,800 | 2,800 | 2,654 | 3,200 | |
| A1910 | 434000 | INSURANCE DEDUCTIBLES | - | 8,000 | 8,000 | - | 8,000 | 8,000 | - | 8,000 | |
| **TOTAL INSURANCE** | | | **545,631** | **561,600** | **561,600** | **557,611** | **616,680** | **616,680** | **611,871** | **664,429** | |
| | | | | | | | | | | | |
| **1920 MUNICIPAL ASSOCIATION DUES** | | | | | | | | | | | |
| A1920 | 467000 | ASSOCIATION DUES | 535 | 425 | 550 | 550 | 450 | 575 | 575 | 575 | |
| A1920 | 467100 | ASSOCIATION DUES-NYCOM | 5,326 | 5,491 | 5,366 | 5,326 | 5,491 | 5,366 | 5,326 | 5,326 | |
| **TOTAL MUNICIPAL DUES** | | | **5,861** | **5,916** | **5,916** | **5,876** | **5,941** | **5,941** | **5,901** | **5,901** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1980 GENERAL ADMINISTRATION** | | | | | | | | | | | |
| A1980 | 400099 | MTA PAYROLL TAX | 30,274 | 34,620 | 34,620 | 32,928 | 36,351 | 16,862 | 16,861 | - | |
| **TOTAL GENERAL ADMINISTRATION** | | | **30,274** | **34,620** | **34,620** | **32,928** | **36,351** | **16,862** | **16,861** | **-** | |
| **1990 CONTINGENCY** | | | | | | | | | | | |
| A1990 | 400001 | CONTINGENCY FUND | - | 100,000 | 31,978 | - | 250,000 | 16,760 | - | 50,000 | |
| A1990 | 400004 | CONTINGENCY RETIREMENT | - | 117,000 | 36,100 | - | 124,000 | 48,591 | - | 50,000 | |
| **TOTAL CONTINGENCY** | | | **-** | **217,000** | **68,078** | **-** | **374,000** | **65,351** | **-** | **100,000** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **3120 POLICE** | | | | | | | | | | | |
| A3120 | 100200 | POLICE CHIEF SALARY | 155,446 | 160,110 | 160,110 | 162,713 | 160,155 | 164,276 | 129,088 | 175,581 | |
| A3120 | 101000 | REGULAR SALARIES | 2,360,579 | 2,610,367 | 2,417,267 | 2,369,478 | 2,776,046 | 2,776,046 | 1,838,428 | 2,952,322 | |
| A3120 | 102000 | CROSSING GUARD SALARIES | 59,172 | 61,900 | 61,900 | 58,985 | 64,000 | 64,000 | 41,054 | 68,000 | |
| A3120 | 105000 | OVERTIME | 686,072 | 842,233 | 1,032,233 | 1,016,799 | 1,045,390 | 1,045,390 | 941,477 | 1,093,576 | |
| A3120 | 105001 | OVERTIME-BUCKLE UP NY | 1,494 | 2,000 | 2,000 | 1,028 | 2,000 | 2,000 | - | 2,000 | |
| A3120 | 105004 | OVERTIME-STOP DWI | 2,634 | 5,500 | 5,500 | 2,861 | 5,500 | 5,500 | 1,020 | 5,500 | |
| A3120 | 105005 | OVERTIME-SCHOOL EVENT SECU | 11,430 | 8,000 | 8,000 | 12,791 | 13,000 | 13,000 | 1,660 | 8,000 | |
| A3120 | 105008 | OVERTIME-POLICE TRAFFIC SER | 2,599 | 4,000 | 4,000 | 3,413 | 4,000 | 4,000 | - | 4,000 | |
| A3120 | 105018 | OT - EVENTS | 8,183 | 11,695 | 11,695 | 11,281 | 12,500 | 12,500 | 5,890 | 12,500 | |
| A3120 | 105021 | OT - FILMS | 8,814 | 10,000 | 10,000 | 5,037 | 10,000 | 10,000 | 282 | 10,000 | |
| A3120 | 105200 | SICK LEAVE BONUS | 10,152 | 14,092 | 13,592 | 9,751 | 12,540 | 12,540 | 7,250 | 8,886 | |
| A3120 | 105201 | OUT OF TITLE | - | 2,000 | 2,000 | - | - | - | - | - | |
| A3120 | 105204 | SECONDARY LANGUAGE | 3,000 | 3,000 | 3,000 | 2,495 | 3,000 | 3,000 | - | 4,000 | |
| A3120 | 105400 | K-9 CARE | 11,118 | - | - | - | - | - | - | - | |
| A3120 | 106000 | CLERICAL SALARIES | 63,743 | 66,164 | 66,164 | 66,118 | 66,247 | 71,726 | 55,663 | 72,321 | |
| A3120 | 106001 | POLICE ASSISTANT | 110,755 | 144,791 | 144,791 | 122,294 | 142,498 | 148,872 | 115,685 | 162,862 | |
| A3120 | 108001 | HOLIDAY PAY | 107,584 | 129,944 | 129,944 | 105,160 | 123,056 | 123,056 | - | 122,001 | |
| A3120 | 119000 | CLOTHING ALLOWANCE | 20,003 | 20,300 | 21,250 | 21,250 | 20,900 | 20,900 | 17,377 | 20,900 | |
| A3120 | 120000 | HEALTH INSURANCE BUYOUT | 16,667 | 15,000 | 14,050 | 15,000 | 17,500 | 17,500 | - | 15,000 | |
| A3120 | 190000 | SEVERANCE/RETIREMENT PAY | 87,292 | | 148,426 | 148,426 | - | - | - | - | |
| A3120 | 220001 | COMPUTER EQUIPMENT | 9,575 | 16,643 | 24,417 | 23,871 | 16,943 | 16,943 | 11,928 | 18,153 | |
| A3120 | 250000 | EQUIPMENT | 64,709 | 25,069 | 25,069 | 23,706 | 11,547 | 11,547 | 2,478 | 4,409 | |
| A3120 | 251200 | BODY ARMOR | 8,148 | 9,089 | 9,339 | 9,337 | 13,072 | 15,000 | 8,660 | 12,290 | |
| A3120 | 412400 | FIREARMS | 51,984 | 34,179 | 41,532 | 38,734 | 38,791 | 38,791 | 6,971 | 40,211 | |
| A3120 | 412401 | LESS LETHAL | 9,791 | 18,505 | 18,505 | 8,078 | 21,838 | 21,838 | 20,581 | 11,678 | |
| A3120 | 413000 | GAS & DIESEL | 37,000 | 46,535 | 46,535 | 30,275 | 35,820 | 30,287 | 21,350 | 30,421 | |
| A3120 | 416000 | MATERIALS & SUPPLIES | 10,823 | 17,000 | 15,878 | 12,162 | 17,510 | 17,510 | 9,938 | 18,000 | |
| A3120 | 416700 | DOG FOOD & SUPPLIES | 3,000 | - | - | - | - | - | - | - | |
| A3120 | 416800 | TICKETS | - | 11,000 | 11,000 | 16,916 | 20,000 | 17,765 | 855 | 20,000 | |
| A3120 | 418900 | TRAFFIC LIGHTS | 3,284 | 11,000 | 11,000 | 12,640 | 11,000 | 16,840 | 17,533 | 22,000 | |
| A3120 | 419000 | CLOTHING REPAIRS | 174 | 500 | 500 | 235 | 700 | 700 | - | 700 | |
| A3120 | 422015 | CAMERA ELECTRIC | 398 | 500 | 500 | 395 | 500 | 500 | 297 | 525 | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A3120 | 440200 | AUTO BODY REPAIRS | 4,544 | 6,000 | 6,000 | - | 6,000 | 6,000 | 3,030 | 5,000 | |
| A3120 | 443200 | TRAINING | 5,244 | 13,000 | 14,329 | 13,906 | 26,000 | 26,000 | 3,789 | 24,000 | |
| A3120 | 443203 | CANDIDATE EVALUATION | 2,858 | 8,000 | 8,000 | 3,859 | 9,750 | 9,750 | 2,397 | 8,000 | |
| A3120 | 445100 | MAINTENANCE OF EQUIPMENT | 43,500 | 60,887 | 60,887 | 41,943 | 51,004 | 51,004 | 17,293 | 50,692 | |
| A3120 | 447000 | RENTAL OF EQUIPMENT | 31,894 | 47,628 | 47,628 | 34,297 | 47,916 | 47,916 | 25,240 | 49,169 | |
| A3120 | 447200 | REPAIR OF EQUIPMENT | 15,170 | 30,000 | 33,018 | 20,103 | 32,000 | 32,000 | 17,919 | 32,000 | |
| A3120 | 452021 | CASE MANANGEMENT | 79,761 | 83,000 | 83,000 | 81,233 | 90,000 | 90,000 | 66,000 | 95,000 | |
| A3120 | 453000 | MEDICAL EMERGENCY SERVICES | 623 | 800 | 800 | 651 | 1,000 | 1,000 | 644 | 1,000 | |
| A3120 | 459300 | VETERINARY SERVICES | 28 | - | - | - | - | - | - | - | |
| A3120 | 462000 | TRAVEL | 1,075 | 1,000 | 1,000 | 716 | 1,000 | 918 | 660 | 1,000 | |
| A3120 | 464000 | MEALS, LAUNDRY | 59 | 500 | 700 | 214 | 500 | 582 | 213 | 500 | |
| A3120 | 467000 | ASSOCIATION DUES | 1,700 | 3,000 | 2,800 | 1,300 | 3,000 | 3,000 | 1,300 | 2,000 | |
| A3120 | 479800 | YOUTH PROGRAM | 2,719 | 5,000 | 5,000 | 896 | 7,000 | 7,000 | 2,188 | 11,000 | |
| A3120 | 810000 | RETIREMENT | 1,014,402 | 1,275,229 | 1,275,229 | 1,139,848 | 1,414,142 | 1,414,142 | - | 1,535,183 | |
| A3120 | 820000 | SOCIAL SECURITY | 262,434 | 314,499 | 314,499 | 282,993 | 342,592 | 343,814 | 224,297 | 362,415 | |
| **TOTAL POLICE** | | | **5,391,634** | **6,149,659** | **6,313,087** | **5,933,188** | **6,697,957** | **6,715,153** | **3,620,435** | **7,092,795** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **3130 DETECTIVES** | | | | | | | | | | | |
| A3130 | 101000 | REGULAR SALARIES | 629,154 | 639,877 | 639,877 | 533,440 | 669,638 | 669,638 | 523,103 | 714,237 | |
| A3130 | 105000 | OVERTIME | 82,628 | 105,536 | 108,636 | 123,739 | 117,104 | 117,104 | 107,344 | 147,394 | |
| A3130 | 105200 | SICK LEAVE BONUS | 3,500 | 2,000 | 2,500 | 2,500 | 3,500 | 3,500 | 2,500 | 1,000 | |
| A3130 | 105202 | ON-CALL STIPEND | 15,600 | 15,600 | 15,600 | 15,606 | 15,600 | 15,600 | 12,000 | 15,600 | |
| A3130 | 106000 | CLERICAL SALARIES | 63,492 | 65,914 | 65,914 | 65,868 | 65,914 | 68,808 | 52,871 | 72,029 | |
| A3130 | 108001 | HOLIDAY PAY | 30,797 | 31,994 | 31,844 | 36,023 | 29,044 | 29,044 | | 29,085 | |
| A3130 | 119000 | CLOTHING ALLOWANCE | 4,450 | 4,200 | 4,350 | 4,350 | 4,200 | 4,200 | 4,200 | 4,200 | |
| A3130 | 120000 | HEALTH INSURANCE BUY | 5,000 | 5,000 | 5,000 | 1,250 | 2,500 | 2,500 | - | - | |
| A3130 | 190000 | SEVERANCE/RETIREMENT PAY | | - | 98,729 | 98,729 | - | - | - | - | |
| A3130 | 250000 | EQUIPMENT | 11,400 | 15,800 | 15,800 | 14,211 | - | - | - | - | |
| A3130 | 416000 | MATERIALS & SUPPLIES | 4,440 | 7,000 | 9,840 | 7,125 | 7,000 | 7,000 | 3,120 | 7,000 | |
| A3130 | 445100 | MAINTENANCE OF EQUIPMENT | | 10,000 | 10,000 | 9,052 | 10,000 | 15,000 | 15,000 | 18,000 | |
| A3130 | 462002 | PRISONER TRANSPORT | 782 | 1,500 | 1,500 | 862 | 2,000 | 2,000 | 440 | 2,000 | |
| A3130 | 468200 | TOWING/IMPOUNDS | 150 | 2,000 | 2,000 | 1,015 | 2,000 | 2,000 | 180 | 1,500 | |
| A3130 | 820000 | SOCIAL SECURITY | 60,539 | 66,182 | 66,182 | 63,427 | 69,233 | 69,454 | 52,594 | 75,241 | |
| **TOTAL DETECTIVES** | | | **911,932** | **972,603** | **1,077,772** | **977,197** | **997,733** | **1,005,848** | **773,352** | **1,087,286** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **3410 FIRE** | | | | | | | | | | | |
| A3410 | 100200 | FIRE CHIEF | 92,860 | 121,571 | 121,571 | 120,000 | 122,700 | 128,221 | 92,308 | 120,000 | |
| A3410 | 101000 | REGULAR SALARIES | 1,156,128 | 1,212,944 | 1,212,944 | 1,244,815 | 1,222,122 | 1,222,122 | 941,538 | 1,377,834 | |
| A3410 | 103701 | HEALTH CARE WORKER BONUS | 46,500 | - | - | 4,500 | - | - | - | - | |
| A3410 | 105101 | OVERTIME | 324,720 | 355,063 | 355,063 | 281,348 | 391,769 | 391,769 | 255,591 | 436,032 | |
| A3410 | 105200 | SICK LEAVE BONUS | 12,982 | 12,194 | 12,194 | 11,073 | 13,100 | 13,500 | 13,500 | 15,829 | |
| A3410 | 108002 | KELLY DAYS | 28,409 | 44,912 | 44,912 | 45,649 | 60,634 | 60,634 | - | 68,458 | |
| A3410 | 119000 | CLOTHING ALLOWANCE | 600 | 600 | 600 | 600 | 11,200 | 11,200 | 11,041 | 11,450 | |
| A3410 | 120000 | HEALTH INSURANCE BUY-OUT | 3,841 | 7,500 | 7,500 | 5,000 | 5,000 | 5,000 | 5,000 | 15,000 | |
| A3410 | 190000 | SEVERANCE/RETIREMENT | 5,977 | - | - | - | - | - | - | - | |
| A3410 | 250000 | EQUIPMENT | 13,739 | 63,981 | 106,365 | 99,149 | 53,614 | 61,980 | 35,011 | 53,321 | |
| A3410 | 413000 | GAS & DIESEL | 25,117 | 29,937 | 29,937 | 26,229 | 25,238 | 25,238 | 14,000 | 21,360 | |
| A3410 | 416000 | MATERIALS & SUPPLIES | 7,244 | 9,000 | 9,000 | 8,066 | 9,000 | 12,024 | 5,474 | 11,000 | |
| A3410 | 432201 | VOLUNTEER SERVICE AWARD PR | 53,972 | 51,071 | 53,242 | 53,242 | 57,000 | 57,000 | 56,996 | 55,000 | |
| A3410 | 441500 | COMPUTER SUPPORT/DATA | 5,400 | 6,690 | 6,690 | 6,196 | 12,238 | 9,872 | 7,415 | 12,834 | |
| A3410 | 443200 | RECRUIT & OFFICER TRAINING | 12,930 | 21,000 | 10,500 | 10,483 | 21,000 | 15,000 | 2,171 | 23,620 | |
| A3410 | 445100 | MAINTENANCE OF EQUIPMENT | 17,205 | 28,633 | 28,633 | 24,554 | 36,547 | 36,547 | 11,564 | 43,058 | |
| A3410 | 447200 | REPAIR OF EQUIPMENT | 50,442 | 27,000 | 54,529 | 74,479 | 28,000 | 63,000 | 43,568 | 50,000 | |
| A3410 | 453700 | EMPLOYEE PHYSICALS | 4,175 | 6,800 | 6,800 | 4,150 | 10,850 | 10,850 | 8,537 | 11,643 | |
| A3410 | 454010 | AMBULANCE SERVICES | 198,500 | 225,000 | 225,000 | 218,000 | 226,400 | 223,376 | 134,469 | 232,045 | |
| A3410 | 454400 | ASSISTANT CHIEF STIPEND | 4,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 7,500 | 12,000 | |
| A3410 | 461900 | FIRE PREVENTION | 868 | 900 | 900 | 863 | 900 | 900 | 897 | 900 | |
| A3410 | 462000 | TRAVEL | 713 | 1,200 | 1,000 | 66 | 1,200 | 1,200 | 77 | 1,200 | |
| A3410 | 467000 | ASSOCIATION DUES | 800 | 1,040 | 1,040 | 700 | 1,040 | 1,040 | 740 | 1,040 | |
| A3410 | 810000 | RETIREMENT | 316,167 | 419,043 | 419,043 | 381,045 | 525,826 | 525,826 | - | 585,252 | |
| A3410 | 810001 | RETIREMENT 384e | 68,504 | 69,074 | 69,074 | 68,504 | 69,074 | 69,074 | - | 69,074 | |
| A3410 | 820000 | SOCIAL SECURITY | 121,289 | 134,241 | 134,241 | 120,667 | 139,729 | 140,182 | 95,458 | 156,412 | |
| **TOTAL FIRE** | | | **2,573,082** | **2,859,394** | **2,920,778** | **2,819,378** | **3,054,181** | **3,095,555** | **1,742,855** | **3,384,362** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **3510 ANIMAL CONTROL** | | | | | | | | | | | |
| A3510 | 103101 | ANIMAL WARDEN | 180 | 400 | 400 | 100 | 400 | 400 | 410 | 500 | |
| A3510 | 416000 | MATERIALS & SUPPLIES | 17 | 350 | 350 | 225 | 250 | 250 | - | 250 | |
| A3510 | 443200 | TRAINING | 333 | 300 | 300 | - | - | - | - | - | |
| A3510 | 445100 | MAINTENANCE OF EQUIPMENT | - | 350 | 350 | - | - | - | - | - | |
| A3510 | 447200 | REPAIR OF EQUIPMENT | - | 100 | 100 | - | - | - | - | - | |
| A3510 | 459300 | VETERINARY SERVICES | - | 300 | 6,872 | 6,872 | 600 | 600 | - | 600 | |
| A3510 | 459301 | DOG HOUSING | 525 | 750 | 750 | 750 | 1,500 | 1,500 | 1,550 | 2,500 | |
| A3510 | 462000 | TRAVEL | - | 125 | 125 | - | - | - | - | - | |
| A3510 | 820000 | SOCIAL SECURITY | 14 | 31 | 31 | 8 | 31 | 31 | 31 | 38 | |
| **TOTAL ANIMAL CONTROL** | | | **1,069** | **2,706** | **9,278** | **7,955** | **2,781** | **2,781** | **1,991** | **3,888** | |
| | | | | | | | | | | | |
| **3620 BUILDING DEPARTMENT** | | | | | | | | | | | |
| A3620 | 101000 | REGULAR SALARIES | 308,699 | 363,820 | 363,820 | 347,956 | 362,666 | 382,462 | 277,837 | 398,778 | |
| A3620 | 103100 | TEMPORARY POSITION | 16,055 | - | 2,100 | 2,100 | - | - | - | - | |
| A3620 | 105000 | OVERTIME | 1,008 | 1,000 | 1,000 | 301 | 500 | 1,035 | 705 | 1,000 | |
| A3620 | 105200 | SICK LEAVE BONUS | 1,200 | 2,329 | 1,729 | 1,728 | 2,015 | 2,400 | 2,400 | 3,400 | |
| A3620 | 120000 | HEALTH INSURANCE BUY-OUT | 3,542 | 5,000 | 3,500 | 5,000 | 5,000 | 4,500 | - | 5,000 | |
| A3620 | 250000 | EQUIPMENT | | | | | 8,820 | 8,968 | 2,144 | 2,750 | |
| A3620 | 411900 | EDUCATIONAL SUPPLIES | - | 1,000 | 1,000 | - | 3,410 | 3,262 | - | 3,400 | |
| A3620 | 413000 | GAS & DIESEL | 1,800 | 2,188 | 2,188 | 2,285 | 2,027 | 2,027 | 1,070 | 1,616 | |
| A3620 | 416000 | MATERIALS & SUPPLIES | 375 | 1,000 | 1,000 | 893 | 1,000 | 1,000 | 955 | 1,000 | |
| A3620 | 441500 | SOFTWARE & SUPPORT | 9,770 | 15,000 | 55,000 | 53,601 | 16,700 | 16,700 | 9,085 | 17,936 | |
| A3620 | 443200 | TRAINING | 710 | 2,100 | 2,100 | 1,855 | 2,100 | 2,100 | 1,450 | 2,310 | |
| A3620 | 447200 | REPAIR OF EQUIPMENT | 251 | 2,500 | 2,500 | - | 2,000 | 2,129 | 541 | 2,200 | |
| A3620 | 820000 | SOCIAL SECURITY | 24,993 | 28,469 | 28,469 | 27,705 | 28,319 | 29,737 | 21,056 | 31,226 | |
| **TOTAL BUILDING DEPT** | | | **368,403** | **424,406** | **464,406** | **443,424** | **434,557** | **456,320** | **317,243** | **470,616** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5110 HIGHWAY** | | | | | | | | | | | |
| A5110 | 100401 | SUPERINTENDENT SALARY | 104,501 | 112,000 | 112,000 | 111,857 | 112,000 | 121,542 | 94,435 | 122,892 | |
| A5110 | 101000 | REGULAR SALARIES | 922,606 | 1,140,325 | 1,140,325 | 1,069,287 | 1,154,015 | 1,205,458 | 835,929 | 1,277,899 | |
| A5110 | 103100 | TEMPORARY POSITION | 15,359 | 17,280 | 17,280 | 12,245 | 18,240 | 18,240 | 14,397 | 19,200 | |
| A5110 | 105000 | OVERTIME | 38,564 | 32,000 | 82,000 | 68,943 | 36,000 | 36,000 | 33,862 | 45,000 | |
| A5110 | 105200 | SICK LEAVE BONUS | 2,234 | 3,905 | 3,905 | 2,415 | 3,500 | 5,581 | 5,581 | 5,000 | |
| A5110 | 112500 | MEALS | 595 | 750 | 750 | 1,176 | 750 | 750 | 231 | 1,000 | |
| A5110 | 119000 | CLOTHING ALLOWANCE | 7,738 | 9,125 | 9,125 | 8,429 | 9,425 | 9,425 | - | 9,425 | |
| A5110 | 120000 | HEALTH INSURANCE BUY-OUT | 5,000 | 7,500 | 7,500 | 5,000 | 5,000 | 5,000 | - | 5,000 | |
| A5110 | 190000 | SEVERANCE/RETIREMENT PAY | 5,492 | | | | | 75,409 | 75,409 | - | |
| A5110 | 250000 | EQUIPMENT | 15,258 | 3,000 | 3,000 | - | 17,500 | 17,500 | 11,982 | 16,500 | |
| A5110 | 410100 | ANTI-FREEZE | - | 500 | 500 | - | 500 | 510 | 510 | 1,000 | |
| A5110 | 411200 | CONCRETE/CEMENT | 2,214 | 5,000 | 4,000 | 813 | 5,000 | 3,765 | 3,736 | 4,500 | |
| A5110 | 411300 | BLACKTOP | 6,665 | 4,500 | 4,500 | 2,167 | 4,500 | 4,500 | 3,440 | 4,500 | |
| A5110 | 412300 | FENCE | 500 | 600 | 600 | - | 600 | 600 | - | 600 | |
| A5110 | 412801 | FLAGS | 2,299 | 2,500 | 2,500 | 2,200 | 2,500 | 2,500 | 2,200 | 2,500 | |
| A5110 | 412802 | FLOWERS & LANDSCAPING | 3,595 | 7,000 | 7,000 | 3,000 | 6,000 | 6,000 | 4,487 | 6,000 | |
| A5110 | 413000 | GAS & DIESEL | 58,534 | 71,657 | 71,657 | 50,610 | 61,011 | 59,736 | 37,533 | 55,170 | |
| A5110 | 413001 | BVAC GAS | 9,950 | 17,281 | 17,281 | 11,380 | 17,138 | 17,138 | 8,600 | 16,182 | |
| A5110 | 413002 | VEHICLE OIL | 7,844 | 6,000 | 5,665 | 2,152 | 6,000 | 4,800 | - | 6,000 | |
| A5110 | 413200 | GRATES | 2,003 | 2,000 | 6,007 | 6,007 | 6,000 | 5,500 | 425 | 5,000 | |
| A5110 | 413500 | GREASE & LUBES | - | 750 | 750 | 487 | 750 | 750 | - | 750 | |
| A5110 | 415400 | TOOLS | 2,144 | 3,000 | 3,000 | 2,085 | 3,000 | 2,900 | 1,416 | 3,000 | |
| A5110 | 416000 | MATERIALS & SUPPLIES | 28,394 | 20,000 | 24,340 | 22,283 | 20,000 | 25,400 | 16,274 | 26,000 | |
| A5110 | 416300 | PAINTS | 703 | 1,000 | 1,000 | - | 1,000 | 400 | - | 1,000 | |
| A5110 | 416400 | PIPE | 330 | 1,000 | 500 | - | 1,000 | 1,000 | - | 1,000 | |
| A5110 | 417000 | RADIO SUPPLIES | 856 | 2,000 | 2,000 | 2,517 | 2,000 | 2,000 | - | 1,500 | |
| A5110 | 417100 | ROAD MARKINGS | 64,074 | 60,000 | 54,158 | 33,258 | 60,000 | 60,000 | 2,000 | 45,000 | |
| A5110 | 417200 | GUARD RAILS | 5,555 | 3,000 | - | - | 3,000 | 3,000 | - | 2,000 | |
| A5110 | 417500 | SAFETY SUPPLIES | - | 2,500 | 2,500 | 1,422 | 2,500 | 2,500 | - | 2,500 | |
| A5110 | 417900 | SIGNS & POSTS | 11,564 | 10,000 | 10,000 | 5,833 | 10,000 | 10,000 | 4,557 | 9,000 | |
| A5110 | 418200 | STONE | 1,485 | 3,000 | 2,000 | - | 3,000 | 3,000 | - | 3,000 | |
| A5110 | 418600 | TUBES & TIRES | 5,706 | 12,000 | 14,560 | 6,467 | 11,000 | 11,000 | 3,404 | 11,000 | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A5110 | 418800 | TAR | 21,913 | 30,000 | 23,200 | - | 30,000 | 30,000 | - | 30,000 | |
| A5110 | 419000 | UNIFORM CLEANING | 1,454 | 1,600 | 1,600 | 1,523 | 1,600 | 1,600 | 952 | 2,000 | |
| A5110 | 419600 | WEED CONTROL | 760 | 4,500 | 5,208 | 2,559 | 4,500 | 4,500 | 1,101 | 4,500 | |
| A5110 | 419700 | WELDING SUPPLIES | - | 1,000 | - | - | 500 | 500 | - | 1,000 | |
| A5110 | 422081 | DPW ELECTRIC | 763 | 2,200 | 3,700 | 3,889 | 3,700 | 3,700 | 1,226 | 3,885 | |
| A5110 | 424001 | DPW WATER & SEWER | 954 | 1,600 | 1,600 | 1,000 | 1,600 | 1,600 | 626 | 1,600 | |
| A5110 | 443200 | TRAINING | 500 | 3,000 | 1,094 | 500 | 2,500 | 2,500 | 500 | 2,500 | |
| A5110 | 444100 | PROFESSIONAL LICENSE & PERM | 1,248 | 750 | 750 | 200 | 1,000 | 1,000 | 150 | 1,000 | |
| A5110 | 445100 | MAINTENANCE OF EQUIPMENT | 38,537 | 30,000 | 43,641 | 44,419 | 45,000 | 45,000 | 28,669 | 45,000 | |
| A5110 | 447000 | RENTAL OF EQUIPMENT | 283 | 3,000 | 715 | 261 | 3,000 | 3,000 | - | 2,000 | |
| A5110 | 447200 | REPAIR OF EQUIPMENT | 94,110 | 83,000 | 73,830 | 69,165 | 85,000 | 71,148 | 54,301 | 85,000 | |
| A5110 | 447213 | REPAIR OF MAIN ST CLOCKS | 1,265 | 1,265 | 1,265 | 1,265 | 1,265 | 1,265 | - | 1,265 | |
| A5110 | 447214 | REPAIR OF BUS SHELTERS | - | 1,500 | 1,550 | 1,549 | 1,500 | 1,500 | - | 1,500 | |
| A5110 | 447300 | REPAIR OF REAL PROPERTY | 9,295 | 5,000 | 5,000 | 1,517 | 5,000 | 5,000 | 3,885 | 5,000 | |
| A5110 | 448000 | TREE MAINTENANCE | 18,933 | 30,000 | 30,000 | 13,831 | 30,000 | 30,000 | 12,741 | 26,000 | |
| A5110 | 462000 | TRAVEL | 70 | 150 | 150 | 68 | 150 | 150 | 35 | 150 | |
| A5110 | 820000 | SOCIAL SECURITY | 79,186 | 101,201 | 101,201 | 90,599 | 102,428 | 107,253 | 75,661 | 113,634 | |
| **TOTAL HIGHWAY** | | | **1,601,033** | **1,860,939** | **1,904,907** | **1,664,378** | **1,901,672** | **2,031,620** | **1,340,255** | **2,035,152** | |
| | | | | | | | | | | | |
| **5142 SNOW** | | | | | | | | | | | |
| A5142 | 105000 | OVERTIME | 18,919 | 90,000 | 90,000 | 46,902 | 90,000 | 90,000 | 57,869 | 90,000 | |
| A5142 | 112500 | MEALS | 546 | 2,000 | 2,000 | 1,043 | 2,000 | 2,000 | 1,351 | 2,000 | |
| A5142 | 250000 | EQUIPMENT | - | 1,500 | 1,500 | - | 1,500 | 1,500 | - | 1,500 | |
| A5142 | 416000 | MATERIALS & SUPPLIES | 8,475 | 4,000 | 4,000 | 2,397 | 4,000 | 4,000 | 1,440 | 4,000 | |
| A5142 | 417600 | SAND & SALT | 47,923 | 130,000 | 130,000 | 59,444 | 120,000 | 120,000 | 84,110 | 120,000 | |
| A5142 | 447000 | RENTAL OF EQUIPMENT | - | 3,000 | 3,000 | - | 3,000 | 3,000 | - | 2,000 | |
| A5142 | 447200 | REPAIR OF EQUIPMENT | 7,673 | 32,000 | 32,000 | 32,579 | 35,000 | 35,000 | 12,429 | 34,000 | |
| A5142 | 820000 | SOCIAL SECURITY | 1,406 | 7,038 | 7,038 | 3,480 | 7,038 | 7,038 | 4,277 | 7,038 | |
| **TOTAL SNOW** | | | **84,942** | **269,538** | **269,538** | **145,845** | **262,538** | **262,538** | **161,476** | **260,538** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5182 STREET LIGHTS** | | | | | | | | | | | |
| A5182 | 422090 | STREET LIGHTS LIGHT & POWER | - | - | - | - | - | - | - | - | |
| A5182 | 447300 | REPAIR OF REAL PROPERTY | 5,905 | 12,000 | 14,000 | 13,033 | 12,000 | 12,000 | 6,050 | 10,000 | |
| A5182 | 470300 | STREET LIGHTS HOLIDAY DECOR | - | 1,500 | 1,500 | - | 1,500 | 1,500 | - | 3,000 | |
| **TOTAL STREET LIGHTS** | | | **5,905** | **13,500** | **15,500** | **13,033** | **13,500** | **13,500** | **6,050** | **13,000** | |
| **5630 BUS OPERATIONS** | | | | | | | | | | | |
| A5630 | 464500 | BUS LINE | 14,641 | 16,105 | 16,105 | 20,000 | 17,716 | 17,716 | | 20,000 | |
| **TOTAL BUS OPERATIONS** | | | **14,641** | **16,105** | **16,105** | **20,000** | **17,716** | **17,716** | **-** | **20,000** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **7110 PARK** | | | | | | | | | | | |
| A7110 | 101000 | REGULAR SALARIES | 145,232 | 150,442 | 150,442 | 150,342 | 150,442 | 157,113 | 120,749 | 167,465 | |
| A7110 | 103100 | TEMPORARY POSITION | 20,097 | 34,560 | 34,560 | 39,821 | 36,480 | 36,480 | 44,284 | 38,400 | |
| A7110 | 105000 | OVERTIME | 4,257 | 4,000 | 4,000 | 4,034 | 4,500 | 4,500 | 1,680 | 4,500 | |
| A7110 | 105020 | OT BATHROOMS | 13 | 600 | 550 | 155 | 600 | 600 | 243 | 500 | |
| A7110 | 105200 | SICK LEAVE BONUS | - | 600 | 600 | - | - | - | - | - | |
| A7110 | 112500 | MEALS | 21 | 50 | 100 | 119 | 100 | 100 | 49 | 100 | |
| A7110 | 119000 | CLOTHING ALLOWANCE | 1,300 | 1,300 | 1,300 | 1,300 | 1,300 | 1,300 | - | 1,300 | |
| A7110 | 120000 | HEALTH INSURANCE BUY-OUT | - | - | - | - | - | - | - | - | |
| A7110 | 250000 | EQUIPMENT | 1,010 | 2,000 | 2,000 | - | 18,000 | 18,000 | 15,859 | 2,000 | |
| A7110 | 411000 | CLEANING SUPPLIES | 1,151 | 2,000 | 2,000 | 814 | 2,000 | 2,000 | 1,398 | 1,500 | |
| A7110 | 412300 | FENCE | 247 | 250 | 250 | - | 250 | 250 | - | 250 | |
| A7110 | 413000 | GAS & DIESEL | 5,850 | 8,042 | 8,042 | 5,200 | 6,625 | 6,625 | 2,950 | 4,839 | |
| A7110 | 415400 | TOOLS | 320 | 750 | 750 | 238 | 750 | 750 | - | 750 | |
| A7110 | 416000 | MATERIALS & SUPPLIES | 5,256 | 3,500 | 3,500 | 2,666 | 6,000 | 6,000 | 2,705 | 4,000 | |
| A7110 | 416300 | PAINTS | 922 | 1,000 | 1,000 | - | 1,000 | 1,000 | - | 1,000 | |
| A7110 | 419600 | WEED CONTROL | 760 | 2,000 | 2,208 | 708 | 1,500 | 1,500 | - | 1,000 | |
| A7110 | 422095 | PARK ELECTRIC | 4,027 | 6,800 | 6,800 | 6,869 | 7,000 | 7,000 | 4,005 | 7,350 | |
| A7110 | 444000 | JANITOR SERVICE | 15,250 | 17,500 | 20,250 | 20,514 | 30,320 | 30,320 | 5,571 | 11,845 | |
| A7110 | 447200 | REPAIR OF EQUIPMENT | 2,071 | 2,500 | 4,750 | 3,356 | 4,000 | 6,053 | 3,299 | 4,000 | |
| A7110 | 447300 | REPAIR OF REAL PROPERTY | 8,075 | 16,000 | 13,250 | - | 12,000 | 36,947 | 26,904 | 3,000 | |
| A7110 | 448000 | TREE MAINTENANCE | 1,000 | 9,000 | 7,250 | 6,111 | 9,000 | 9,000 | - | 9,000 | |
| A7110 | 820000 | SOCIAL SECURITY | 11,496 | 14,608 | 14,608 | 14,185 | 14,751 | 15,261 | 12,138 | 16,238 | |
| **TOTAL PARK** | | | **228,355** | **277,502** | **278,210** | **256,432** | **306,618** | **340,799** | **241,834** | **279,037** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **7112 SETTLEMENT CAMP PROPERTY** | | | | | | | | | | | |
| A7112 | 173100 | SUMMER CAMP COUNSELORS | 46,180 | 66,270 | 58,770 | 43,132 | 47,500 | 47,500 | 60,804 | 49,875 | |
| A7112 | 416000 | MATERIALS & SUPPLIES | 955 | 1,800 | 1,800 | 660 | 1,500 | 1,750 | 1,459 | 1,250 | |
| A7112 | 422096 | SETTLEMENT CAMP ELECTRIC | 2,828 | 1,000 | 1,000 | 1,277 | 1,300 | 5,800 | 9,532 | 9,200 | |
| A7112 | 444000 | JANITOR SERVICE | 4,675 | 5,000 | 5,000 | 4,975 | 5,000 | 5,500 | 2,833 | 5,665 | |
| A7112 | 445100 | MAINTENANCE OF EQUIPMENT | 99 | 4,000 | 7,353 | 6,438 | 4,000 | 7,275 | 4,190 | 7,500 | |
| A7112 | 447300 | REPAIR OF REAL PROPERTY | 45,212 | 28,000 | 25,370 | 6,617 | 26,800 | 18,275 | 2,573 | 15,000 | |
| A7112 | 448000 | TREE MAINTENANCE | 9,420 | 12,000 | 12,000 | 6,810 | 9,750 | 9,750 | 5,850 | 9,750 | |
| A7112 | 449100 | GARBAGE HAULING & REMOVAL | 1,359 | 1,000 | 1,000 | 300 | 1,250 | 1,250 | 1,111 | 1,250 | |
| A7112 | 820000 | SOCIAL SECURITY | 3,235 | 5,070 | 3,977 | 2,940 | 3,634 | 3,634 | 4,652 | 3,815 | |
| **TOTAL USC** | | | **113,963** | **124,140** | **116,270** | **73,149** | **100,734** | **100,734** | **93,004** | **103,305** | |
| | | | | | | | | | | | |
| **7140 RECREATION** | | | | | | | | | | | |
| A7140 | 101000 | REGULAR SALARY | 127,520 | 179,281 | 179,281 | 128,119 | 174,726 | 180,075 | 137,747 | 189,057 | |
| A7140 | 103702 | CHILD CARE WORKERS BONUS | 23,000 | | 60,396 | 60,396 | - | - | - | - | |
| A7140 | 105000 | OVERTIME | 522 | 2,000 | 2,000 | 414 | 2,000 | 2,000 | 571 | 1,000 | |
| A7140 | 105200 | SICK LEAVE BONUS | 1,200 | 1,717 | 1,717 | 1,417 | 900 | 2,000 | 2,000 | 4,000 | |
| A7140 | 109102 | RECREATION DIRECTOR | 70,304 | 72,575 | 72,575 | 72,525 | 72,575 | 78,758 | 61,193 | 80,683 | |
| A7140 | 119000 | CLOTHING ALLOWANCE | - | 325 | 325 | - | 325 | 325 | - | - | |
| A7140 | 120000 | HEALTH BUYOUT | 833 | 2,500 | 2,500 | 2,083 | 2,500 | 2,500 | - | - | |
| A7140 | 173102 | AFTER SCHOOL COUNSELORS | 92,553 | 122,400 | 122,400 | 107,540 | 112,000 | 112,000 | 70,157 | 126,000 | |
| A7140 | 173103 | AFTER SCHOOL ACTIVITY SPECIA | 30,029 | 44,800 | 44,800 | 20,650 | 25,200 | 25,200 | 10,850 | 18,900 | |
| A7140 | 190000 | SEVERANCE/RETIREMENT PAY | - | - | 12,279 | 12,279 | - | - | - | - | |
| A7140 | 250000 | EQUIPMENT | 20,049 | 25,000 | 35,937 | 15,833 | 25,000 | 32,500 | 32,931 | 25,000 | |
| A7140 | 413000 | GAS & DIESEL | 860 | 672 | 431 | 265 | 375 | 375 | 520 | 423 | |
| A7140 | 416000 | MATERIALS & SUPPLIES | 5,206 | 3,500 | 4,388 | 3,721 | 3,750 | 6,916 | 2,026 | 3,500 | |
| A7140 | 416007 | AFTER SCHOOL MAT & SUPPLIES | 12,888 | 16,000 | 15,700 | 13,659 | 16,000 | 17,491 | 8,643 | 16,000 | |
| A7140 | 417601 | LANDSCAPE MATERIAL | 6,037 | 7,500 | 7,500 | 2,333 | 7,500 | 7,500 | 7,841 | 10,000 | |
| A7140 | 417602 | PLAY SAFETY SURFACE | 3,392 | 11,800 | 11,105 | 8,700 | 11,800 | 11,800 | 4,830 | 9,000 | |
| A7140 | 422097 | 23 W CENTER ELECTRIC | 2,430 | 4,500 | 4,500 | 4,129 | 4,500 | 4,500 | 2,574 | 4,725 | |
| A7140 | 423202 | 23 W CENTER ALARM | 1,541 | 2,500 | 2,500 | 967 | 2,500 | 2,500 | 1,352 | 2,500 | |
| A7140 | 441500 | SOFTWARE & SUPPORT | 4,835 | 5,120 | 5,519 | 6,050 | 6,500 | 6,500 | 5,984 | 6,500 | |
| A7140 | 446000 | PRINTING/COPIER LEASE | 2,840 | 2,900 | 4,066 | 3,644 | 3,020 | 3,020 | 2,035 | 3,020 | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| A7140 | 446010 | YARD SALE AD PRINTING | 540 | 750 | 750 | 540 | 1,500 | 1,500 | 1,234 | 1,500 | |
| A7140 | 447000 | RENTAL OF EQUIPMENT | 14,130 | 12,500 | 15,690 | 15,615 | 12,500 | 12,500 | 8,395 | 12,500 | |
| A7140 | 447200 | REPAIR OF EQUIPMENT | - | 1,500 | 1,500 | - | 1,500 | 3,446 | 1,946 | 3,000 | |
| A7140 | 447300 | REPAIR OF PROPERTY | 35,348 | 25,000 | 26,569 | 13,793 | 25,000 | 10,897 | 2,191 | 20,000 | |
| A7140 | 452020 | PLANNING STUDIES | 11,925 | - | - | - | - | - | - | - | |
| A7140 | 462000 | TRAVEL | - | 100 | 100 | 18 | 100 | 100 | - | 100 | |
| A7140 | 470500 | COMMUNITY OUTREACH | 1,775 | 2,500 | 2,668 | 1,922 | 2,500 | 2,500 | 1,434 | 2,500 | |
| A7140 | 470600 | CELEBRATION | 19,635 | 20,000 | 19,832 | 16,637 | 20,000 | 20,000 | 9,130 | 17,500 | |
| A7140 | 471500 | FIREWORKS | 10,000 | 12,500 | 10,005 | 10,000 | 12,500 | 12,500 | 12,500 | 15,000 | |
| A7140 | 476306 | SPORT CAMP | 4,000 | 5,600 | 4,951 | 2,000 | 4,000 | 4,000 | 4,000 | 4,000 | |
| A7140 | 477200 | SOFTBALL - WOMENS | 5,479 | 6,000 | 6,000 | 3,959 | 7,500 | 7,500 | 4,024 | 7,500 | |
| A7140 | 477254 | SOFTBALL - MENS | 4,781 | 6,000 | 6,000 | 4,185 | 7,500 | 7,500 | 5,148 | 7,500 | |
| A7140 | 477500 | SUMMER BASKETBALL | 13,850 | 12,000 | 16,172 | 16,172 | 16,000 | 16,000 | 12,773 | 16,000 | |
| A7140 | 478100 | SUMMER CAMP PROGRAM | 8,426 | 14,000 | 12,148 | 9,209 | 16,100 | 16,100 | 12,893 | 18,500 | |
| A7140 | 478700 | TENNIS | 2,092 | 5,000 | 2,680 | 2,356 | 5,000 | 5,000 | 2,720 | 5,000 | |
| A7140 | 479600 | WOMENS VOLLEYBALL | | 350 | 350 | - | 500 | 500 | - | 500 | |
| A7140 | 479900 | COMMUNITY INVESTMENT | 20,600 | 20,000 | 20,000 | 17,550 | - | - | - | - | |
| A7140 | 820000 | SOCIAL SECURITY | 23,096 | 29,131 | 33,751 | 28,471 | 27,924 | 28,890 | 19,734 | 30,657 | |
| **TOTAL RECREATION** | | | **581,716** | **678,021** | **769,085** | **607,151** | **631,295** | **644,893** | **449,376** | **662,065** | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **7141** | **SWIMMING POOL FACILITY** | | | | | | | | | | |
| A7141 | 173100 | LIFEGUARDS | 33,892 | 27,000 | 34,500 | 41,286 | 38,000 | 38,000 | 52,455 | 47,000 | |
| A7141 | 250000 | EQUIPMENT | 1,772 | 15,000 | 15,000 | - | 10,000 | 10,000 | - | 8,000 | |
| A7141 | 410900 | CHEMICALS | 11,313 | 15,000 | 15,107 | 11,726 | 15,000 | 15,000 | 8,149 | 15,000 | |
| A7141 | 416000 | MATERIALS & SUPPLIES | 1,587 | 1,500 | 2,750 | 2,340 | 3,000 | 3,000 | 1,073 | 1,500 | |
| A7141 | 443200 | TRAINING | 100 | 1,000 | 1,000 | - | 1,000 | 1,000 | 1,436 | 1,500 | |
| A7141 | 444100 | LICENSE & PERMIT FEE | 235 | 235 | 235 | 235 | 235 | 235 | 235 | 235 | |
| A7141 | 445100 | MAINTENANCE OF EQUIPMENT | - | 2,500 | 1,500 | - | 1,500 | 1,500 | - | - | |
| A7141 | 445102 | POOL START-UP/CLEANING | 4,677 | 6,500 | 10,042 | 8,187 | 7,500 | 7,500 | 3,736 | 7,500 | |
| A7141 | 447200 | REPAIR OF EQUIPMENT | 1,319 | 7,500 | 3,601 | - | 5,000 | 5,000 | 254 | 7,500 | |
| A7141 | 820000 | SOCIAL SECURITY | 2,593 | 2,066 | 3,159 | 3,158 | 2,907 | 2,907 | 4,013 | 3,596 | |
| **TOTAL SWIMMING POOL FACILITY** | | | **57,488** | **78,301** | **86,894** | **66,932** | **84,142** | **84,142** | **71,351** | **91,831** | |
| **7620** | **ADULT RECREATION** | | | | | | | | | | |
| A7620 | 470600 | SENIOR PROGRAMS | 1,400 | 2,000 | 2,850 | 4,050 | 4,800 | 4,800 | 2,850 | 5,300 | |
| A7620 | 476500 | SENIOR ART | 3,300 | 3,750 | 2,900 | 3,500 | 5,000 | 5,000 | 3,500 | 4,800 | |
| **TOTAL ADULT RECREATION** | | | **4,700** | **5,750** | **5,750** | **7,550** | **9,800** | **9,800** | **6,350** | **10,100** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **8010 ZONING** | | | | | | | | | | | |
| A8010 | 101000 | REGULAR SALARIES | 15,289 | 15,931 | 15,931 | 16,386 | 17,616 | 18,409 | 14,050 | 20,320 | |
| A8010 | 105000 | OVERTIME | 1,075 | 1,500 | 1,500 | 800 | 1,500 | 1,500 | 1,062 | 2,000 | |
| A7140 | 105200 | SICK LEAVE BONUS | | | | | 180 | 300 | 300 | 300 | |
| A8010 | 416000 | MATERIALS & SUPPLIES | - | 200 | 200 | - | 200 | 200 | 199 | 200 | |
| A8010 | 455000 | VIDEOGRAPHER | 4,875 | 4,800 | 4,800 | 5,150 | 4,800 | 5,000 | 3,017 | 5,000 | |
| A8010 | 820000 | SOCIAL SECURITY | 716 | 1,333 | 1,333 | 493 | 1,462 | 1,532 | 1,049 | 1,707 | |
| **TOTAL ZONING** | | | **21,955** | **23,764** | **23,764** | **22,829** | **25,758** | **26,941** | **19,677** | **29,527** | |
| | | | | | | | | | | | |
| **8020 PLANNING** | | | | | | | | | | | |
| A8020 | 101000 | REGULAR SALARIES | 15,289 | 15,931 | 15,931 | 16,386 | 17,616 | 18,409 | 14,050 | 20,320 | |
| A8020 | 105000 | OVERTIME | 1,695 | 2,500 | 2,500 | 1,670 | 2,750 | 2,750 | 2,425 | 3,100 | |
| A8020 | 105200 | SICK LEAVE BONUS | | | | | 180 | 300 | 300 | 300 | |
| A8020 | 416000 | MATERIALS & SUPPLIES | 454 | 2,200 | 2,200 | 1,897 | 2,200 | 2,200 | 319 | 2,200 | |
| A8020 | 443200 | TRAINING | - | - | - | - | 500 | 500 | 96 | 500 | |
| A8020 | 452000 | CONSULTANT | 24,907 | 25,000 | 40,000 | 37,275 | 30,000 | 30,000 | 26,162 | 35,000 | |
| A8020 | 455000 | VIDEOGRAPHER | 5,600 | 4,800 | 4,800 | 5,250 | 4,800 | 6,200 | 3,933 | 6,200 | |
| A8020 | 820000 | SOCIAL SECURITY | 762 | 1,410 | 1,410 | 545 | 1,558 | 1,628 | 1,144 | 1,792 | |
| **TOTAL PLANNING** | | | **48,707** | **51,841** | **66,841** | **63,023** | **59,604** | **61,987** | **48,429** | **69,412** | |
| | | | | | | | | | | | |
| **8160 SANITATION** | | | | | | | | | | | |
| A8160 | 446600 | REFUSE REMOVAL | 72,624 | 90,000 | 90,000 | 82,462 | 90,000 | 90,000 | 42,249 | 90,000 | |
| A8160 | 449100 | GARBAGE HAULING & DISPOSAL | 764,539 | 790,000 | 790,000 | 770,444 | 790,000 | 790,000 | 370,680 | 746,000 | |
| A8160 | 449101 | ADD A CAN EXPENSE | 90 | 100 | 100 | 95 | 150 | 150 | 50 | 150 | |
| A8160 | 449300 | RECYCLING HAULING | 230,131 | 231,000 | 231,000 | 230,131 | 231,000 | 226,900 | 115,065 | 232,500 | |
| A8160 | 449301 | RECYCLING DISPOSAL | 116,662 | 95,000 | 95,000 | 96,625 | 120,000 | 115,000 | 32,239 | 104,000 | |
| A8160 | 449600 | COMPOST PROGRAM | 14,160 | 17,000 | 17,000 | 9,374 | 15,000 | 15,000 | 6,070 | 15,000 | |
| **TOTAL SANITATION** | | | **1,198,206** | **1,223,100** | **1,223,100** | **1,189,131** | **1,246,150** | **1,237,050** | **566,353** | **1,187,650** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **8170 STREET CLEANING** | | | | | | | | | | | |
| A8170 | 416000 | MATERIALS & SUPPLIES | - | 7,500 | 2,993 | - | 7,500 | 2,800 | - | 10,000 | |
| A8170 | 447200 | REPAIR OF EQUIPMENT | 9,550 | 7,500 | 19,307 | 18,205 | 20,000 | 39,752 | 32,940 | 30,000 | |
| **TOTAL STREET CLEANING** | | | **9,550** | **15,000** | **22,300** | **18,205** | **27,500** | **42,552** | **32,940** | **40,000** | |
| | | | | | | | | | | | |
| **8189 TRANSFER STATION** | | | | | | | | | | | |
| A8189 | 101000 | REGULAR SALARIES | 87,884 | 97,021 | 97,021 | 97,744 | 98,555 | 105,819 | 83,010 | 108,510 | |
| A8189 | 105000 | OVERTIME | 1,963 | 2,300 | 2,300 | 1,834 | 2,300 | 2,300 | 1,462 | 2,300 | |
| A8189 | 105200 | SICK LEAVE BONUS | 600 | 706 | 706 | 600 | 893 | 1,488 | 1,488 | 1,000 | |
| A8189 | 112500 | MEALS | 28 | 100 | 100 | 14 | 100 | 100 | 21 | 100 | |
| A8189 | 119000 | CLOTHING ALLOWANCE | 650 | 975 | 975 | 650 | 975 | 975 | - | 975 | |
| A8189 | 190000 | SEVERANCE/RETIREMENT PAY | 2,305 | - | - | - | - | - | - | - | |
| A8189 | 412650 | TRANSFER STATION GAS HEAT | 7,143 | 8,700 | 8,700 | 2,903 | 8,700 | 8,700 | 4,707 | 8,960 | |
| A8189 | 413000 | GAS & DIESEL | 11,600 | 16,640 | 16,640 | 10,230 | 16,300 | 16,300 | 6,590 | 12,830 | |
| A8189 | 415400 | TOOLS | 97 | 1,200 | 1,200 | 519 | 1,200 | 1,200 | - | 1,200 | |
| A8189 | 416000 | MATERIALS & SUPPLIES | 1,369 | 1,600 | 1,755 | 2,320 | 2,000 | 2,000 | 280 | 5,000 | |
| A8189 | 418600 | TUBES & TIRES | 768 | 800 | 800 | 651 | 800 | 800 | - | 1,000 | |
| A8189 | 422050 | TRANSFER STATION ELECTRIC | - | 1,500 | 1,500 | - | 1,500 | 1,500 | 1,030 | 1,575 | |
| A8189 | 447200 | REPAIR OF EQUIPMENT | 9,456 | 11,000 | 52,000 | 51,124 | 25,000 | 23,300 | 3,081 | 20,000 | |
| A8189 | 447300 | REPAIR OF REAL PROPERTY | 12,350 | 18,000 | 16,845 | 14,173 | 10,000 | 10,000 | - | 7,500 | |
| A8189 | 820000 | SOCIAL SECURITY | 6,595 | 7,734 | 7,734 | 7,159 | 7,866 | 8,467 | 6,140 | 8,636 | |
| **TOTAL TRANSFER STATION** | | | **142,808** | **168,276** | **208,276** | **189,921** | **176,189** | **182,949** | **107,809** | **179,586** | |
| | | | | | | | | | | | |
| **8540 STORM DRAINS** | | | | | | | | | | | |
| A8540 | 419800 | STORM DRAIN REPAIR | 40,615 | - | - | - | - | - | - | - | |
| **TOTAL STORM DRAINS** | | | **40,615** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **9010 EMPLOYEES RETIREMENT SYSTEM** | | | | | | | | | | | |
| A9010 | 810000 | RETIREMENT | 327,694 | 438,209 | 438,209 | 400,865 | 506,005 | 506,005 | | 603,170 | |
| **TOTAL RETIREMENT** | | | **327,694** | **438,209** | **438,209** | **400,865** | **506,005** | **506,005** | **-** | **603,170** | |
| | | | | | | | | | | | |
| **9040 WORKERS COMPENSATION** | | | | | | | | | | | |
| A9040 | 832000 | WORKERS' COMPENSATION | 330,419 | 329,038 | 329,038 | 329,038 | 300,476 | 300,476 | 300,476 | 337,227 | |
| A9040 | 832001 | VOLUNTEER FIREFIGHTERS | 9,220 | 8,406 | 8,406 | 8,406 | 1,314 | 1,314 | 1,314 | - | |
| **TOTAL COMPENSATION** | | | **339,639** | **337,444** | **337,444** | **337,444** | **301,790** | **301,790** | **301,790** | **337,227** | |
| | | | | | | | | | | | |
| **9050 UNEMPLOYMENT BENEFITS** | | | | | | | | | | | |
| A9050 | 850100 | UNEMPLOYMENT BENEFITS | 2,103 | 800 | 800 | 3,709 | 800 | 800 | 4,199 | 4,000 | |
| **TOTAL UNEMPLOYMENT** | | | **2,103** | **800** | **800** | **3,709** | **800** | **800** | **4,199** | **4,000** | |
| | | | | | | | | | | | |
| **9055 DISABILITY** | | | | | | | | | | | |
| A9055 | 850000 | DISABILITY INSURANCE | 4,702 | 5,500 | 5,500 | 552 | 5,500 | 5,500 | 2,223 | 5,500 | |
| **TOTAL DISABILITY** | | | **4,702** | **5,500** | **5,500** | **552** | **5,500** | **5,500** | **2,223** | **5,500** | |
| | | | | | | | | | | | |
| **9060 HEALTH INSURANCE** | | | | | | | | | | | |
| A9060 | 840000 | HEALTH INSURANCE | 3,858,596 | 3,709,477 | 3,709,477 | 3,892,285 | 3,772,465 | 3,772,465 | 2,154,577 | 4,236,296 | |
| A9060 | 840100 | MEDICARE REIMBURSEMENT | 184,810 | 163,441 | 163,441 | 207,769 | 187,221 | 187,221 | 102,799 | 200,806 | |
| A9060 | 840400 | EMPLOYEE DRUG TESTING | 2,349 | 3,000 | 3,000 | 1,778 | 3,000 | 3,000 | - | - | |
| A9060 | 840500 | DENTAL INSURANCE | 84,922 | 82,070 | 82,070 | 82,322 | 83,469 | 83,469 | 56,268 | 92,997 | |
| A9060 | 840600 | VISION INSURANCE | 10,514 | 11,424 | 11,424 | 11,739 | 11,664 | 11,664 | 8,919 | 11,404 | |
| **TOTAL HEALTH INSURANCE** | | | **4,141,191** | **3,969,412** | **3,969,412** | **4,195,893** | **4,057,819** | **4,057,819** | **2,322,563** | **4,541,503** | |
| | | | | | | | | | | | |

| GENERAL FUND EXPENSE (A) | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **9710 SERIAL BONDS** | | | | | | | | | | | |
| A9710 | 605500 | 2014 (2005) PRINCIPAL | 718,310 | 732,464 | 732,464 | 732,464 | | | | | |
| A9710 | 605600 | 2016 PRINCIPAL | 131,122 | 133,381 | 133,381 | 133,381 | 135,642 | 135,642 | 135,642 | 137,902 | |
| A9710 | 605700 | 2018 PRINCIPAL | 563,054 | 579,258 | 579,258 | 579,258 | 599,513 | 599,513 | 599,513 | 615,715 | |
| A9710 | 605800 | 2008 PRINCIPAL | 540,000 | - | - | - | - | - | - | - | |
| A9710 | 605900 | 2021 PRINCIPAL | 320,000 | 330,000 | 330,000 | 330,000 | 335,000 | 335,000 | | 340,000 | |
| A9710 | 705500 | 2014 (2005) INTEREST | 35,371 | 18,312 | 18,312 | 18,312 | | | | | |
| A9710 | 705600 | 2016 INTEREST | 65,426 | 62,781 | 62,781 | 62,781 | 60,091 | 60,091 | 30,724 | 57,355 | |
| A9710 | 705700 | 2018 INTEREST | 418,671 | 401,537 | 401,537 | 401,536 | 383,855 | 383,855 | 196,424 | 365,626 | |
| A9710 | 705800 | 2008 INTEREST | 22,950 | - | - | - | - | - | - | - | |
| A9710 | 705900 | 2021 INTEREST | 90,900 | 84,400 | 84,400 | 84,400 | 77,750 | 77,750 | | 71,000 | |
| **TOTAL SERIAL BONDS** | | | **2,905,804** | **2,342,133** | **2,342,133** | **2,342,132** | **1,591,851** | **1,591,851** | **962,303** | **1,587,598** | |
| | | | | | | | | | | | |
| **9730 BOND ANTICIPATION NOTES** | | | | | | | | | | | |
| A9730 | 607599 | BAN PRINCIPAL | | | | | | | | | |
| A9730 | 707599 | BAN INTEREST | - | - | - | - | 416,000 | 416,000 | | 420,000 | |
| **TOTAL BANS** | | | **-** | **-** | **-** | **-** | **416,000** | **416,000** | **-** | **420,000** | |
| | | | | | | | | | | | |
| **9950 INTERFUND TRANSFERS** | | | | | | | | | | | |
| A9950 | 900001 | INTERFUND TRANSFER | | | | 10,000 | | | | | |
| A9950 | 900300 | INTERFUND TRANSFER | 1,010,800 | | | 4,814,700 | | | | | |
| **TOTAL INTERFUND TRANSFERS** | | | **1,010,800** | **-** | **-** | **4,824,700** | **-** | **-** | **-** | **-** | |
| | | | | | | | | | | | |
| **TOTAL GENERAL EXPENSE** | | | **24,595,761** | **25,421,750** | **25,846,123** | **29,245,290** | **26,277,891** | **26,299,891** | **15,369,185** | **27,834,362** | |

## GENERAL FUND
## REVENUE (A)

| | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **1325 FINANCE** | | | | | | | | | | | |
| A1325 | 100120 | 2020 TAX REVENUE | 9,344 | | | | | | | - | |
| A1325 | 100121 | 2021 TAX REVENUE | 123,179 | | | (21,774) | | | (1,679) | - | |
| A1325 | 100122 | 2022 TAX REVENUE | 10,705 | | | 90,240 | | | | - | |
| A1325 | 100123 | 2023 TAX REVENUE | 11,878,552 | | | 142,075 | | | (5,606) | - | |
| A1325 | 100124 | 2024 TAX REVENUE | | 12,757,008 | 12,757,008 | 12,152,028 | | | (18,786) | - | |
| A1325 | 100125 | 2025 TAX REVENUE | | | | | 13,247,051 | 13,247,051 | 13,241,168 | - | |
| A1325 | 102827 | BUILDING VIOLATONS | 20,396 | | | 13,049 | | | 16,057 | - | |
| A1325 | 108100 | PILOTS | 322,338 | 347,000 | 347,000 | 337,079 | 337,000 | 337,000 | 351,746 | 352,500 | |
| A1325 | 109010 | 2020 TAX INTEREST | 9,121 | | | | | | 382 | - | |
| A1325 | 109011 | 2021 TAX INTEREST | 44,892 | | | | | | 13,071 | - | |
| A1325 | 109012 | 2022 TAX INTEREST | 1,216 | | | 46,323 | | | | - | |
| A1325 | 109013 | 2023 TAX INTEREST | 389,740 | | | 55,648 | | | 23,075 | - | |
| A1325 | 109014 | 2024 TAX INTEREST | | 350,000 | 350,000 | 414,275 | | | 26,700 | - | |
| A1325 | 109015 | 2025 TAX INTEREST | | | | | 360,000 | 360,000 | 440,579 | - | |
| A1325 | 109016 | 2026 TAX INTEREST | | | | | | | | 375,000 | |
| A1325 | 109050 | IN REM INTEREST | 251,686 | 30,000 | 30,000 | 15,194 | 50,000 | 50,000 | 4,874 | 40,000 | |
| A1325 | 111000 | SALES TAX | 5,959,564 | 5,800,000 | 5,800,000 | 6,196,770 | 6,100,000 | 6,100,000 | 3,722,067 | 6,460,000 | |
| A1325 | 111100 | CANNABIS EXCISE TAX | 7,445 | 10,000 | 10,000 | 4,266 | 10,000 | 10,000 | 13,600 | 15,000 | |
| A1325 | 111300 | HOTEL & OCCUPANCY TAX | | | | | 60,000 | 60,000 | 1,352 | 200,000 | |
| A1325 | 113000 | UTILITY TAX | 286,942 | 230,000 | 230,000 | 241,969 | 252,000 | 252,000 | 221,566 | 252,000 | |
| A1325 | 117000 | FRANCHISE TAX | 146,938 | 196,000 | 196,000 | 172,393 | 176,000 | 176,000 | 121,267 | 176,000 | |
| A1325 | 123000 | SCHOOL TAX PENALTY | 53,429 | 53,000 | 53,000 | 58,992 | 58,000 | 58,000 | 65,955 | 65,000 | |
| A1325 | 125520 | INREM FEES | 706 | 4,500 | 4,500 | 6,277 | 4,500 | 4,500 | 1,473 | 5,000 | |
| A1325 | 126000 | HEALTH INSURANCE REIMBURSEM | 386,369 | 418,149 | 418,149 | 473,568 | 458,051 | 458,051 | 384,552 | 561,356 | |
| A1325 | 126001 | DENTAL INSURANCE REIMBURSEM | 57,084 | 63,494 | 63,494 | 68,075 | 57,826 | 57,826 | 57,601 | 61,718 | |
| A1325 | 201202 | FLEA MARKET FEE | 3,520 | 5,060 | 5,060 | 4,620 | 5,060 | 5,060 | 7,700 | 5,060 | |
| A1325 | 240100 | INTEREST & EARNINGS | 33,024 | 12,000 | 12,000 | 34,830 | 12,000 | 12,000 | 17,324 | 12,000 | |
| A1325 | 240102 | BOND & COUPON INTEREST | 209 | 100 | 100 | 293 | 100 | 100 | - | 100 | |
| A1325 | 240105 | NYCLASS INTEREST | 816,019 | 400,000 | 400,000 | 710,786 | 500,000 | 500,000 | 429,721 | 500,000 | |
| A1325 | 250100 | BUSINESS/OCCUPATIONAL LICENS | 330 | 600 | 600 | 195 | 600 | 600 | 120 | 600 | |
| A1325 | 254500 | OTHER LICENSES | 2,690 | 4,500 | 4,500 | 4,533 | 4,500 | 4,500 | 4,350 | 4,500 | |

## GENERAL FUND REVENUE (A)

| | | | 2023 YTD ACTUAL | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET | 2024 YTD ACTUAL | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET | 2025 YTD ACTUAL | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 12/31/23 | | 12/31/24 | 12/31/24 | | 10/03/25 | 10/03/25 | | |
| A1325 | 261000 | FINES & FORFEITED BAIL | 51,350 | 42,500 | 42,500 | 60,911 | 58,800 | 58,800 | 52,449 | 60,000 | |
| A1325 | 265000 | SALE OF SCRAP | 16,479 | 15,000 | 15,000 | 26,128 | 15,000 | 15,000 | 30,884 | 15,000 | |
| A1325 | 265500 | MINOR SALES | 13 | - | - | 532 | - | - | 60 | - | |
| A1325 | 266000 | SALE OF REAL PROPERTY | - | - | - | - | - | - | - | - | |
| A1325 | 268001 | INSURANCE REIMBURSEMENT | 94,092 | 54,000 | 54,000 | 124,514 | 54,000 | 54,000 | 69,434 | 60,000 | |
| A1325 | 268003 | DISABILITY REIMBURSEMENT | - | | | 3,667 | | | 3,808 | 3,000 | |
| A1325 | 270100 | REFUND OF PRIOR YEAR EXPENSE | - | - | - | - | - | - | 193,223 | - | |
| A1325 | 277000 | MISCELLANEOUS REVENUE | 31,577 | 2,000 | 2,000 | 2,560 | 2,000 | 2,000 | 38,009 | 2,000 | |
| A1325 | 277008 | FILM PERMITS | 33,000 | 5,000 | 5,000 | 15,600 | 5,000 | 5,000 | 5,300 | 6,000 | |
| A1325 | 280101 | INTERFUND REVENUE - WATER | 327,530 | 359,810 | 359,810 | 359,810 | 374,640 | 374,640 | 374,640 | 399,030 | |
| A1325 | 280102 | INTERFUND REVENUE - SEWER | 346,220 | 378,930 | 378,930 | 378,930 | 396,260 | 396,260 | 396,260 | 409,740 | |
| A1325 | 300100 | STATE AID AIM FUNDING | 1,537,478 | 1,537,478 | 1,716,012 | 1,716,012 | 1,537,478 | 1,537,478 | 322,981 | 1,537,478 | |
| A1325 | 300500 | STATE AID MORTGAGE TAX | 497,001 | 552,000 | 552,000 | 460,219 | 396,000 | 396,000 | 320,267 | 460,000 | |
| A1325 | 333100 | STATE AID O&M COURT FACILITY | 45,691 | 53,000 | 53,000 | 92,153 | 57,000 | 57,000 | - | 57,000 | |
| A1325 | 378904 | STATE AID RESTORE NY | - | - | - | 1,596 | - | - | - | - | |
| A1325 | 496000 | FEDERAL AID | 62,315 | - | - | - | - | - | - | - | |
| **TOTAL FINANCE** | | | **23,858,184** | **23,681,129** | **23,859,663** | **24,464,336** | **24,588,866** | **24,588,866** | **20,947,544** | **12,095,082** | |
| | | | | | | | | | | | |
| **1410 CITY CLERK** | | | | | | | | | | | |
| A1410 | 125500 | CLERK FEES | 9,799 | 10,200 | 10,200 | 10,200 | 10,000 | 10,000 | 8,363 | 10,000 | |
| A1410 | 125506 | NSF CHECK FEE | 454 | 400 | 400 | 289 | 400 | 400 | 442 | 400 | |
| **TOTAL CITY CLERK** | | | **10,253** | **10,600** | **10,600** | **10,489** | **10,400** | **10,400** | **8,805** | **10,400** | |
| | | | | | | | | | | | |
| **1620 PUBLIC BUILDINGS** | | | | | | | | | | | |
| A1620 | 241000 | RENTAL OF REAL PROPERTY | 31,406 | 33,000 | 33,000 | 27,750 | 28,305 | 28,305 | 28,305 | 4,546 | |
| **TOTAL PUBLIC BUILDINGS** | | | **31,406** | **33,000** | **33,000** | **27,750** | **28,305** | **28,305** | **28,305** | **4,546** | |

## GENERAL FUND REVENUE (A)

| | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **3120 POLICE** | | | | | | | | | | | |
| A3120 | 152000 | POLICE FEES | 714 | 700 | 700 | 756 | 700 | 700 | 308 | 700 | |
| A3120 | 174000 | PARKING TICKETS | 41,971 | 46,000 | 46,000 | 46,119 | 75,000 | 75,000 | 52,807 | 120,000 | |
| A3120 | 200114 | EVENT FEE-POLICE OT | 15,314 | 11,695 | 11,695 | 15,055 | 12,500 | 12,500 | 7,296 | 12,500 | |
| A3120 | 226001 | SCHOOL EVENT SECURITY | 16,637 | 8,000 | 8,000 | 4,976 | 13,000 | 13,000 | 4,090 | 8,000 | |
| A3120 | 238901 | DC DRUG TASK FORCE | 180,655 | 185,618 | 185,618 | 185,619 | 194,809 | 194,809 | 111,215 | 246,600 | |
| A3120 | 255000 | ALARM PERMIT | 225 | 200 | 200 | 100 | 200 | 200 | 275 | 200 | |
| A3120 | 261200 | MISCELLANEOUS | 60 | - | - | - | - | - | - | - | |
| A3120 | 265000 | SALE OF SCRAP | 550 | - | - | 825 | - | - | - | - | |
| A3120 | 268000 | INSURANCE RECOVERY | 2,206 | - | - | - | - | - | 48,675 | - | |
| A3120 | 277000 | MISC REVENUE | 100 | - | - | 500 | - | - | - | - | |
| A3120 | 277008 | FILM OT REIMBURSEMENT | 18,625 | 10,000 | 10,000 | 12,040 | 10,000 | 10,000 | 1,440 | 10,000 | |
| A3120 | 331500 | ST AID STOP DWI | 2,835 | 5,500 | 5,500 | 3,037 | 5,500 | 5,500 | 885 | 5,500 | |
| A3120 | 331508 | ST AID POLICE TRAFFIC SERVICES | 3,930 | 6,000 | 6,000 | 4,054 | 4,000 | 4,000 | - | 4,000 | |
| A3120 | 438950 | FED AID - Byrne Grant/JAG | - | 4,000 | 4,000 | - | - | - | - | - | |
| **TOTAL POLICE** | | | **283,822** | **277,713** | **277,713** | **273,081** | **315,709** | **315,709** | **226,991** | **407,500** | |
| **3410 FIRE** | | | | | | | | | | | |
| A3410 | 238901 | DC SHARED SERVICE | 109,897 | - | - | - | - | - | - | - | |
| A3410 | 277050 | FEE FOR FIRE SERVICES | 894 | | | 1,282 | - | - | - | - | |
| A3410 | 348900 | ST AID HEALTH WORKERS | 50,057 | | | 4,844 | - | - | - | - | |
| A3410 | 438912 | FEDERAL AID | - | - | - | 2,414 | - | - | - | - | |
| **TOTAL FIRE** | | | **160,848** | **-** | **-** | **8,540** | **-** | **-** | **-** | **-** | |

## GENERAL FUND REVENUE (A)

| | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **3510 ANIMAL CONTROL** | | | | | | | | | | | |
| A3510 | 254200 | DOG LICENSES | 6,171 | 6,300 | 6,300 | 7,258 | 8,000 | 8,000 | 5,429 | 8,000 | |
| A3510 | 261100 | DOG FINES | 700 | 700 | 700 | 240 | 600 | 600 | 200 | 600 | |
| **TOTAL ANIMAL CONTROL** | | | **6,871** | **7,000** | **7,000** | **7,498** | **8,600** | **8,600** | **5,629** | **8,600** | |
| **3620 BUILDING DEPARTMENT** | | | | | | | | | | | |
| A3620 | 226000 | RECORD SEARCHES | 29,325 | 35,000 | 35,000 | 30,360 | 35,000 | 35,000 | 23,275 | 35,000 | |
| A3620 | 238000 | FIRE INSPECTION FEE | - | 15,000 | 15,000 | 2,200 | 15,000 | 15,000 | 1,875 | 7,500 | |
| A3620 | 238500 | SEWER INSPECTION FEE | 350 | 500 | 500 | 800 | 500 | 500 | 820 | 500 | |
| A3620 | 238900 | SECTION 8 INSPECTION FEE | 4,550 | 5,000 | 5,000 | 4,340 | 5,000 | 5,000 | 3,115 | 4,500 | |
| A3620 | 238905 | DC GRANT | 10,000 | 5,000 | 5,000 | 5,000 | - | - | 5,000 | 5,000 | |
| A3620 | 250102 | PLUMBING LICENSES | 29,800 | 15,000 | 15,000 | 25,600 | 18,000 | 18,000 | 19,150 | 20,000 | |
| A3620 | 250103 | ELECTRIC LICENSES | 77,800 | 25,000 | 25,000 | 65,750 | 40,000 | 40,000 | 65,675 | 57,500 | |
| A3620 | 255500 | BUILDING PERMITS | 209,963 | 145,000 | 145,000 | 172,633 | 180,000 | 180,000 | 220,356 | 180,000 | |
| A3620 | 255501 | C.O. APPLICATION FEE | 20,700 | 15,000 | 15,000 | 22,515 | 18,000 | 18,000 | 26,020 | 20,000 | |
| A3620 | 256500 | PLUMBERS PERMITS | 20,055 | 12,000 | 12,000 | 29,803 | 15,000 | 15,000 | 24,903 | 25,000 | |
| A3620 | 257000 | RENTAL PERMITS | 24,030 | 6,000 | 6,000 | 3,525 | 7,000 | 7,000 | 1,065 | 2,000 | |
| A3620 | 257100 | VACANT REGISTRATION | 13,625 | 5,000 | 5,000 | 3,500 | 5,000 | 5,000 | 2,750 | 5,000 | |
| A3620 | 257101 | STR REGISTRATION | 4,200 | 3,000 | 3,000 | 2,700 | 3,500 | 3,500 | 2,510 | 3,500 | |
| A3620 | 257500 | ELECTRICAL PERMITS | 15,960 | 9,000 | 9,000 | 14,810 | 11,000 | 11,000 | 15,320 | 13,500 | |
| A3620 | 259000 | VEHICLE PERMITS | 100 | 250 | 250 | 100 | 250 | 250 | 10 | 125 | |
| A3620 | 259002 | TREE & GRADING PERMITS | 200 | 100 | 100 | 200 | 200 | 200 | - | 200 | |
| A3620 | 259005 | CHICKEN PERMITS | 25 | 100 | 100 | - | 50 | 50 | 50 | 50 | |
| A3620 | 259006 | SIDE CAFÉ PERMITS | 175 | 250 | 250 | 550 | 500 | 500 | 375 | 500 | |
| A3620 | 261200 | MISCELLANEOUS | 1,750 | 1,000 | 1,000 | 9,210 | 2,000 | 2,000 | 4,250 | 2,000 | |
| A3620 | 261202 | SNOW VIOLATIONS | - | 1,500 | 1,500 | 908 | 1,500 | 1,500 | - | 1,500 | |
| **TOTAL BUILDING DEPARTMENT** | | | **462,608** | **298,700** | **298,700** | **394,504** | **357,500** | **357,500** | **416,519** | **383,375** | |

## GENERAL FUND REVENUE (A)

| | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **5110 HIGHWAY** | | | | | | | | | | | |
| A5110 | 171000 | ROAD IMPROVEMENT 15% HAULER | 286,603 | 303,705 | 303,705 | 300,509 | 299,000 | 299,000 | 210,608 | 324,450 | |
| A5110 | 171002 | EV CHARGING STATION | 2,472 | 2,000 | 2,000 | 5,939 | 13,200 | 13,200 | 5,005 | 14,400 | |
| A5110 | 172100 | PARKING FEE | 10,800 | 14,400 | 14,400 | 18,000 | 14,400 | 14,400 | 10,875 | 14,400 | |
| A5110 | 178901 | MTA COMMUTER PARKING | 19,656 | 36,000 | 36,000 | 75,277 | 60,000 | 60,000 | 43,887 | 58,516 | |
| A5110 | 256000 | STREET OPENING PERMITS | 11,200 | 15,000 | 15,000 | 22,170 | 15,000 | 15,000 | 12,400 | 15,000 | |
| A5110 | 268000 | INSURANCE RECOVERIES | 9,266 | 3,000 | 3,000 | 16,287 | 3,000 | 3,000 | 21,196 | 3,000 | |
| A5110 | 277000 | BVAC FUEL REIMBURSEMENT | 16,678 | 17,281 | 67,281 | 32,616 | 17,138 | 17,138 | - | 16,182 | |
| A5110 | 351000 | STATE AID 9D O&M | 24,123 | 24,123 | 24,123 | 24,123 | 24,123 | 24,123 | 24,123 | 24,123 | |
| **TOTAL HIGHWAY** | | | **380,798** | **415,509** | **465,509** | **494,921** | **445,861** | **445,861** | **328,094** | **470,071** | |
| | | | | | | | | | | | |
| **A7110 PARK** | | | | | | | | | | | |
| A7110 | 208900 | PLANNING RECREATION FEE | | | | | | 27,000 | 27,000 | | |
| A7110 | 200116 | MEMORIAL BENCH FEE | 3,000 | | | | | | | | |
| **TOTAL PARK** | | | **3,000** | **-** | **-** | **-** | **-** | **27,000** | **27,000** | **-** | |
| | | | | | | | | | | | |
| **A7112 UNIVERSITY SETTLEMENT** | | | | | | | | | | | |
| A7112 | 200108 | SUMMER CAMP FEE | 67,804 | 80,270 | 80,270 | 57,537 | 60,000 | 60,000 | 88,776 | 88,000 | |
| A7112 | 200190 | USC-USAGE FEE | 5,390 | 16,000 | 16,000 | 21,480 | 24,000 | 24,000 | 20,900 | 25,000 | |
| A7112 | 241000 | RENTAL OF REAL PROPERTY | 17,100 | 16,800 | 16,800 | 15,700 | 16,800 | 16,800 | 13,500 | 16,800 | |
| **TOTAL UNIVERSITY** | | | **90,294** | **113,070** | **113,070** | **94,717** | **100,800** | **100,800** | **123,176** | **129,800** | |
| | | | | | | | | | | | |

## GENERAL FUND REVENUE (A)

| | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **7140 RECREATION** | | | | | | | | | | | |
| A7140 | 200100 | RECREATION FEES | 5,296 | 2,000 | 2,000 | 14,215 | 11,500 | 11,500 | 10,895 | 15,500 | |
| A7140 | 200101 | PARK USE FEES | 12,105 | 7,500 | 7,500 | 6,567 | 7,500 | 7,500 | 4,365 | 6,000 | |
| A7140 | 200113 | SPORT CAMP FEE | 2,165 | 5,600 | 5,600 | 1,575 | 4,000 | 4,000 | 2,550 | 4,000 | |
| A7140 | 200115 | AFTER SCHOOL | 191,184 | 166,600 | 166,600 | 193,830 | 160,000 | 160,000 | 135,405 | 168,000 | |
| A7140 | 200160 | YARD SALE FEES-NEW | 550 | 750 | 750 | 680 | 1,500 | 1,500 | 760 | 1,500 | |
| A7140 | 200175 | BEACON HOOPS FEES | 10,110 | 12,000 | 12,000 | 12,080 | 16,000 | 16,000 | 16,713 | 16,000 | |
| A7140 | 200187 | TENNIS FEES | 4,200 | 5,000 | 5,000 | 3,886 | 5,000 | 5,000 | 4,904 | 5,000 | |
| A7140 | 238906 | DC WORKFORCE INVESTMENT | - | - | - | - | - | - | 15,275 | 21,000 | |
| A7140 | 241000 | RENTAL OF REAL PROPERTY | 3,000 | 3,000 | 3,000 | 4,400 | 3,000 | 3,000 | 2,250 | 3,000 | |
| A7140 | 270500 | DONATIONS | 350 | | 10,937 | 10,937 | - | - | - | - | |
| A7140 | 270554 | MENS SOFTBALL FEES | 4,030 | 6,000 | 6,000 | 5,999 | 7,500 | 7,500 | 4,760 | 7,500 | |
| A7140 | 270572 | WOMENS SOFTBALL FEE | 6,580 | 6,000 | 6,000 | 5,598 | 7,500 | 7,500 | 6,619 | 7,500 | |
| A7140 | 270596 | WOMENS VOLLEYBALL FEE | 450 | 350 | 350 | 850 | 500 | 500 | - | 500 | |
| A7140 | 364300 | ST AID FOOD ASSISTANCE | 9,615 | 4,000 | 4,000 | 4,765 | 5,000 | 5,000 | 5,563 | - | |
| A7140 | 382000 | ST AID YOUTH PROGRAM | - | - | - | - | 5,000 | 5,000 | - | - | |
| A7140 | 388900 | ST AID OTHER C&R | 31,808 | - | - | 74,856 | - | - | - | - | |
| A7140 | 408900 | FEDERAL AID | - | - | - | 133,500 | - | - | - | - | |
| **TOTAL RECREATION** | | | **281,443** | **218,800** | **229,737** | **473,738** | **234,000** | **234,000** | **210,059** | **255,500** | |
| | | | | | | | | | | | |
| **7141** | **SWIMMING POOL FACILITY** | | | | | | | | | | |
| A7141 | 200183 | POOL TICKET FEES | 22,212 | 25,000 | 25,000 | 9,958 | 10,000 | 10,000 | 14,830 | 12,500 | |
| A7141 | 238902 | DC GRANT SWIM ACADEMY | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | - | 5,000 | |
| **TOTAL SWIMMING POOL FACILITY** | | | **27,212** | **30,000** | **30,000** | **14,958** | **15,000** | **15,000** | **14,830** | **17,500** | |
| | | | | | | | | | | | |
| **7620** | **ADULT RECREATION** | | | | | | | | | | |
| A7620 | 200165 | SENIOR ART FEES | 96 | 4,680 | 4,680 | 187 | 5,000 | 5,000 | 3,905 | 4,800 | |
| **TOTAL ADULT RECREATION** | | | **96** | **4,680** | **4,680** | **187** | **5,000** | **5,000** | **3,905** | **4,800** | |
| | | | | | | | | | | | |
| **7989 FARMERS MARKET** | | | | | | | | | | | |
| A7989 | 201201 | FARMERS MARKET PROCEEDS | 1,800 | 1,800 | 1,800 | 600 | 1,800 | 1,800 | 900 | 1,200 | |
| **TOTAL FARMERS MARKET** | | | **1,800** | **1,800** | **1,800** | **600** | **1,800** | **1,800** | **900** | **1,200** | |

## GENERAL FUND REVENUE (A)

| | | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **8010 ZONING** | | | | | | | | | | | |
| A8010 | 211000 | ZONING FEES | 1,000 | 3,000 | 3,000 | 3,500 | 2,500 | 2,500 | 1,500 | 2,500 | |
| **TOTAL ZONING** | | | **1,000** | **3,000** | **3,000** | **3,500** | **2,500** | **2,500** | **1,500** | **2,500** | |
| **8020 PLANNING** | | | | | | | | | | | |
| A8020 | 211500 | PLANNING APPLICATION FEES | 43,689 | 18,000 | 18,000 | 27,793 | 18,000 | 18,000 | 32,194 | 34,000 | |
| A8020 | 211503 | PLANNING BOARD LAWN SIGN | - | 600 | 600 | - | 500 | 500 | - | | |
| **TOTAL PLANNING** | | | **43,689** | **18,600** | **18,600** | **27,793** | **18,500** | **18,500** | **32,194** | **34,000** | |
| **8160 SANITATION** | | | | | | | | | | | |
| A8160 | 213001 | GARBAGE CAN FEE-CITY SHARE | 812 | 1,000 | 1,000 | 10,517 | 2,000 | 2,000 | 9,117 | 4,000 | |
| A8160 | 213002 | ADD A CAN FEE | 79 | 50 | 50 | 107 | 50 | 50 | 47 | 50 | |
| A8160 | 213004 | COMPOST BINS | 3,051 | | | 765 | - | - | 275 | 200 | |
| **TOTAL SANITATION** | | | **3,942** | **1,050** | **1,050** | **11,389** | **2,050** | **2,050** | **9,439** | **4,250** | |
| **8189 TRANSFER STATION** | | | | | | | | | | | |
| A8189 | 213000 | TRANSFER STATION CHARGES | 73,904 | 54,000 | 54,000 | 52,306 | 68,000 | 68,000 | 31,070 | 50,000 | |
| **TOTAL TRANSFER STATION** | | | **73,904** | **54,000** | **54,000** | **52,306** | **68,000** | **68,000** | **31,070** | **50,000** | |
| **TOTAL GENERAL REVENUE** | | | **25,721,170** | **25,168,651** | **25,408,122** | **26,360,307** | **26,202,891** | **26,229,891** | **22,415,960** | **13,879,124** | |

## WATER FUND EXPENSE (F)

| | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **1380 FISCAL AGENT FEES** | | | | | | | | | | |
| F1380-461200 | FISCAL AGENT FEE | - | 12,000 | 12,000 | 500 | 8,000 | 8,000 | - | 8,000 | |
| **TOTAL FISCAL AGENT FEES** | | **-** | **12,000** | **12,000** | **500** | **8,000** | **8,000** | **-** | **8,000** | |
| | | | | | | | | | | |
| **1420 LAW** | | | | | | | | | | |
| F1420-450400 | ATTORNEYS | 44,896 | 40,000 | 40,000 | 38,454 | 42,000 | 42,000 | 23,339 | 42,000 | |
| **TOTAL LAW** | | **44,896** | **40,000** | **40,000** | **38,454** | **42,000** | **42,000** | **23,339** | **42,000** | |
| | | | | | | | | | | |
| **1680 TECHNOLOGY** | | | | | | | | | | |
| F1680-250000 | PURCHASE OF EQUIPMENT | 1,976 | 2,230 | 2,384 | 2,359 | 5,480 | 5,480 | 4,341 | 680 | |
| F1680-444100 | LICENSE/PERMITS | 1,782 | 3,990 | 3,990 | 1,814 | 4,088 | 4,088 | 1,543 | 3,800 | |
| F1680-452003 | IT CONSULTANT | 7,826 | 7,450 | 7,321 | 3,269 | 9,450 | 9,450 | 1,822 | 8,000 | |
| **TOTAL TECHNOLOGY** | | **11,584** | **13,670** | **13,695** | **7,442** | **19,018** | **19,018** | **7,706** | **12,480** | |
| | | | | | | | | | | |
| **1950 TAXES ON CITY PROPERTY** | | | | | | | | | | |
| F1950-468000 | TAXES ON CITY PROPERTY | 227,304 | 232,987 | 232,987 | 224,558 | 230,200 | 230,200 | 226,272 | 230,797 | |
| **TOTAL TAXES ON CITY PROPERTY** | | **227,304** | **232,987** | **232,987** | **224,558** | **230,200** | **230,200** | **226,272** | **230,797** | |
| | | | | | | | | | | |
| **1980 MTA PAYROLL TAX** | | | | | | | | | | |
| F1980-400099 | MTA PAYROLL TAX | 2,752 | 3,425 | 3,425 | 2,931 | 2,782 | 2,942 | 1,483 | - | |
| **TOTAL MTA PAYROLL TAX** | | **2,752** | **3,425** | **3,425** | **2,931** | **2,782** | **2,942** | **1,483** | **-** | |
| | | | | | | | | | | |
| **1990 CONTINGENCY** | | | | | | | | | | |
| F1990-400001 | CONTINGENCY FUND | - | 30,000 | - | - | 52,000 | 1,636 | - | 10,000 | |
| F1990-400004 | CONTINGENCY RETIREMENT | - | 5,000 | - | - | 5,000 | 5,000 | - | 5,000 | |
| **TOTAL CONTINGENCY** | | **-** | **35,000** | **-** | **-** | **57,000** | **6,636** | **-** | **15,000** | |
| | | | | | | | | | | |

## WATER FUND EXPENSE (F)

| | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **8310 WATER ADMINISTRATION** | | | | | | | | | | |
| F8310-416000 | MATERIALS & SUPPLIES | | | | | | | | | |
| F8310-423201 | INTRUSION ALARM MONITORS | 537 | 660 | 660 | 336 | 660 | 660 | 336 | 700 | |
| F8310-441500 | COMPUTER SUPPORT/DATA PROC.SER | - | 2,500 | 2,000 | - | 25,000 | 25,000 | - | 25,000 | |
| F8310-443200 | TRAINING | - | 1,200 | - | - | 4,000 | 3,570 | 1,445 | 2,000 | |
| F8310-446006 | WATER/SEWER BILL PRINTING | 1,990 | 1,200 | 1,200 | 988 | 1,800 | 1,800 | 892 | 1,800 | |
| F8310-450500 | ADMINISTRATION FEE TO GENERAL | 327,530 | 359,810 | 359,810 | 359,810 | 374,640 | 374,640 | 374,640 | 399,030 | |
| F8310-452000 | CONSULTANT | 21,175 | 35,000 | 37,243 | 30,573 | 35,000 | 30,000 | 1,825 | 50,000 | |
| F8310-462000 | TRAVEL | 4 | 100 | 100 | 107 | 1,000 | 1,430 | 1,215 | 1,000 | |
| F8310-465000 | POSTAGE | 7,193 | 6,000 | 9,700 | 10,108 | 5,850 | 10,850 | 10,897 | 11,000 | |
| F8310-467000 | ASSOCIATION DUES | - | 220 | 220 | - | 220 | 220 | - | 220 | |
| **TOTAL WATER ADMINISTRATION** | | **358,429** | **406,690** | **410,933** | **401,922** | **448,170** | **448,170** | **391,250** | **490,750** | |
| | | | | | | | | | | |
| **8320 WATER SUPPLY** | | | | | | | | | | |
| F8320-422085 | SUPPLY ELECTRIC | 550 | 3,700 | 3,700 | 754 | 3,000 | 3,000 | 442 | 3,150 | |
| F8320-424000 | WATER FROM OTHER GOVERNMENTS | 228,840 | 480,000 | 480,000 | 351,719 | 480,000 | 480,000 | - | 400,000 | |
| **TOTAL WATER SUPPLY** | | **229,390** | **483,700** | **483,700** | **352,473** | **483,000** | **483,000** | **442** | **403,150** | |
| | | | | | | | | | | |
| **8330 WATER PURIFICATION** | | | | | | | | | | |
| F8330-101000 | REGULAR SALARIES | 226,789 | 232,766 | 232,766 | 235,351 | 232,881 | 243,189 | 188,627 | 258,704 | |
| F8330-105000 | OVERTIME | 19,510 | 25,000 | 25,000 | 24,579 | 25,000 | 25,000 | 16,849 | 27,000 | |
| F8330-105200 | SICK LEAVE BONUS | - | 900 | 900 | - | | | | | |
| F8330-105202 | ON CALL | 10,600 | 10,400 | 10,400 | 10,200 | 10,400 | 10,400 | 8,000 | 10,400 | |
| F8330-112500 | MEALS | 7 | 200 | 200 | 112 | 100 | 100 | 49 | 100 | |
| F8330-119000 | CLOTHING ALLOWANCE | 1,950 | 1,950 | 1,950 | 1,950 | 1,950 | 1,950 | - | 1,950 | |
| F8330-190000 | SEVERANCE/RETIREMENT PAY | | - | - | - | - | - | - | - | |
| F8330-410900 | CHEMICALS | 77,745 | 70,000 | 77,000 | 96,139 | 88,000 | 88,000 | 67,897 | 89,000 | |
| F8330-412685 | GAS/OIL FOR HEAT | 15,652 | 20,700 | 20,700 | 11,698 | 20,700 | 20,700 | 10,785 | 21,320 | |
| F8330-416000 | MATERIALS & SUPPLIES | 4,599 | 6,500 | 6,500 | 2,734 | 7,000 | 7,000 | 1,480 | 6,500 | |
| F8330-422045 | PURIFICATION ELECTRIC | 139,484 | 235,000 | 235,000 | 227,678 | 235,000 | 235,000 | 109,436 | 246,750 | |
| F8330-423000 | TELEPHONES | 1,526 | 1,500 | 1,500 | 2,388 | 2,196 | 2,196 | 1,565 | 2,400 | |
| F8330-423001 | CELL PHONES | 4,600 | 4,770 | 4,770 | 5,234 | 5,682 | 5,682 | 3,681 | 5,958 | |
| F8330-441300 | CHEMICAL ANALYSIS/LAB WORK | 40,855 | 40,000 | 40,000 | 31,825 | 40,000 | 40,000 | 26,015 | 38,000 | |

## WATER FUND EXPENSE (F)

| | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| F8330-445100 | MAINTENANCE OF EQUIPMENT | 47,203 | 55,000 | 48,000 | 28,539 | 70,000 | 70,000 | 16,855 | 60,000 | |
| F8330-447200 | REPAIR OF EQUIPMENT | | | 47,000 | 46,865 | | | | | |
| F8330-820000 | SOCIAL SECURITY | 18,399 | 20,748 | 20,748 | 19,498 | 20,680 | 21,469 | 15,185 | 22,809 | |
| **TOTAL WATER PURIFICATION** | | **608,919** | **725,434** | **772,434** | **744,790** | **759,589** | **770,686** | **466,424** | **790,891** | |
| | | | | | | | | | | |
| **8340 WATER DISTRIBUTION** | | | | | | | | | | |
| F8340-100401 | SUPERINTENDENT SALARY | 107,375 | 112,000 | 112,000 | 111,912 | 112,000 | 121,542 | 94,435 | 126,271 | |
| F8340-101000 | REGULAR SALARIES | 467,827 | 535,138 | 535,138 | 470,175 | 519,113 | 545,448 | 369,989 | 553,675 | |
| F8340-103100 | TEMPORARY POSITION | 8,596 | 14,000 | 16,910 | 16,910 | 18,240 | 18,240 | 9,079 | 17,000 | |
| F8340-105000 | OVERTIME | 9,165 | 34,000 | 31,090 | 21,132 | 30,000 | 30,000 | 22,145 | 29,000 | |
| F8340-105200 | SICK LEAVE BONUS | 1,200 | 1,800 | 1,700 | 1,200 | 2,400 | 3,000 | 3,000 | 3,000 | |
| F8340-105202 | ON CALL | 9,800 | 10,400 | 10,400 | 10,000 | 10,400 | 10,400 | 7,600 | 10,400 | |
| F8340-112500 | MEALS | 84 | 150 | 250 | 371 | 250 | 250 | 455 | 300 | |
| F8340-119000 | CLOTHING ALLOWANCE | 5,200 | 5,200 | 5,200 | 4,550 | 5,200 | 5,200 | - | 5,200 | |
| F8340-120000 | HEALTH INSURANCE BUY-OUT | 2,500 | 2,500 | 2,500 | - | 2,500 | 2,500 | - | 2,500 | |
| F8340-190000 | SEVERANCE/RETIREMENT | | - | 19,176 | 19,176 | | | | | |
| F8340-250000 | EQUIPMENT | 6,632 | 18,000 | 16,000 | 3,645 | 18,000 | 18,000 | 5,573 | 15,000 | |
| F8340-250031 | PURCHASE HYDRANTS | - | 10,000 | 10,000 | - | 12,000 | 12,000 | 6,452 | 10,000 | |
| F8340-250400 | PURCHASE WATER METERS | 21,002 | 20,000 | 20,000 | 18,188 | 20,000 | 20,000 | 11,125 | 10,000 | |
| F8340-413000 | GAS & DIESEL | 27,300 | 30,732 | 30,732 | 25,695 | 29,158 | 29,158 | 19,650 | 25,550 | |
| F8340-415100 | METER PARTS | 31 | 7,500 | 7,500 | 4,224 | 8,000 | 8,000 | 4,124 | 7,500 | |
| F8340-416000 | MATERIALS & SUPPLIES | 8,978 | 17,000 | 17,000 | 13,015 | 20,000 | 20,000 | 9,131 | 19,000 | |
| F8340-416300 | PAINTS | 356 | 1,500 | 1,500 | 240 | 1,500 | 1,500 | - | 1,000 | |
| F8340-416400 | PIPE | - | 2,500 | 2,500 | 1,038 | 2,500 | 2,500 | - | 1,500 | |
| F8340-417400 | ROADSIDE DEVELOPMENT | - | 5,000 | 9,511 | 8,257 | 10,000 | 10,000 | 6,108 | 9,000 | |
| F8340-417500 | SAFETY SUPPLIES | 4,314 | 4,000 | 5,435 | 4,066 | 4,500 | 4,500 | 1,289 | 4,500 | |
| F8340-418600 | TUBES & TIRES | 3,787 | 3,500 | 3,500 | 1,979 | 4,000 | 5,336 | 4,950 | 5,500 | |
| F8340-443200 | TRAINING | | 2,000 | 565 | 170 | | 200 | 200 | 5,000 | |
| F8340-445200 | MAINTENANCE SERVICE | 2,525 | 13,500 | 13,500 | 3,510 | 14,000 | 12,600 | 2,430 | 14,000 | |
| F8340-447000 | RENTAL OF EQUIPMENT | 263 | 1,000 | 1,000 | - | 6,000 | 6,000 | - | 5,000 | |
| F8340-447200 | REPAIR OF EQUIPMENT | 133,892 | 58,000 | 60,406 | 131,511 | 60,000 | 59,864 | 39,475 | 60,000 | |
| F8340-447300 | REPAIR OF REAL PROPERTY | 4,000 | 15,000 | 10,489 | 5,206 | 15,000 | 12,985 | - | 9,000 | |
| F8340-447700 | RENTAL OF RIGHT OF WAY | 1,011 | 1,154 | 1,154 | 1,129 | 1,200 | 1,200 | 1,129 | 1,200 | |

## WATER FUND EXPENSE (F)

| | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| F8340-454000 | ENGINEERS | 17,626 | 20,000 | 20,000 | 19,788 | 20,000 | 20,000 | 517 | 20,000 | |
| F8340-454004 | ENGINEERS-DAM INSPECTION | 39,717 | 20,000 | 20,000 | 4,595 | 20,000 | 22,015 | - | 25,000 | |
| F8340-457600 | LEAK DETECTION | 13,300 | 14,000 | 14,000 | - | 15,000 | 15,000 | - | 10,000 | |
| F8340-820000 | SOCIAL SECURITY | 43,534 | 54,712 | 54,712 | 46,455 | 53,558 | 56,348 | 35,924 | 57,172 | |
| **TOTAL WATER DISTRIBUTION** | | **940,015** | **1,034,286** | **1,053,868** | **948,137** | **1,034,519** | **1,073,786** | **654,780** | **1,062,268** | |
| | | | | | | | | | | |
| **9010 EMPLOYEES RETIREMENT SYSTEM** | | | | | | | | | | |
| F9010-810000 | RETIREMENT | 82,168 | 109,845 | 109,845 | 100,516 | 126,839 | 126,839 | - | 151,195 | |
| **TOTAL EMPLOYEES RETIREMENT SYSTEM** | | **82,168** | **109,845** | **109,845** | **100,516** | **126,839** | **126,839** | **-** | **151,195** | |
| | | | | | | | | | | |
| **9040 WORKERS COMPENSATION** | | | | | | | | | | |
| F9040-830000 | WORKERS' COMPENSATION | 59,119 | 52,047 | 52,047 | 52,047 | 42,812 | 42,812 | 42,812 | 48,973 | |
| **TOTAL WORKERS COMPENSATION** | | **59,119** | **52,047** | **52,047** | **52,047** | **42,812** | **42,812** | **42,812** | **48,973** | |
| | | | | | | | | | | |
| **9055 DISABILITY** | | | | | | | | | | |
| F9055-850000 | INSURANCE | 661 | 650 | 650 | 514 | 650 | 650 | 195 | 650 | |
| **TOTAL DISABILITY** | | **661** | **650** | **650** | **514** | **650** | **650** | **195** | **650** | |
| | | | | | | | | | | |

## WATER FUND EXPENSE (F)

| | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **9060 HEALTH INSURANCE** | | | | | | | | | | |
| F9060-840000 | HEALTH INSURANCE | 450,385 | 421,819 | 421,819 | 451,162 | 395,670 | 395,670 | 236,858 | 419,357 | |
| F9060-840100 | MEDICARE REIMBURSEMENT | 9,894 | 9,894 | 9,894 | 11,880 | 11,880 | 11,880 | 7,770 | 15,540 | |
| F9060-840500 | DENTAL INSURANCE | 9,944 | 11,427 | 11,427 | 9,692 | 9,365 | 9,365 | 2,464 | 7,985 | |
| F9060-840600 | VISION INSURANCE | 1,237 | 1,320 | 1,320 | 1,219 | 1,180 | 1,180 | 885 | 1,180 | |
| **TOTAL HEALTH INSURANCE** | | **471,460** | **444,460** | **444,460** | **473,953** | **418,095** | **418,095** | **247,977** | **444,062** | |
| | | | | | | | | | | |
| **9710 SERIAL BONDS** | | | | | | | | | | |
| F9710-605500 | 2014 (2005) PRINCIPAL | 157,256 | 160,355 | 160,355 | 160,355 | - | - | - | - | |
| F9710-605600 | 2016 PRINCIPAL | 167,093 | 169,975 | 169,975 | 169,975 | 172,856 | 172,856 | 172,856 | 175,738 | |
| F9710-605900 | 2021 PRINCIPAL | 120,183 | 124,475 | 124,475 | 124,475 | 125,908 | 125,908 | - | 130,199 | |
| F9710-705500 | 2014 (2005) INTEREST | 7,744 | 4,009 | 4,009 | 4,009 | - | - | - | | |
| F9710-705600 | 2016 INTEREST | 83,376 | 80,005 | 80,005 | 80,005 | 76,577 | 76,577 | 39,153 | 73,091 | |
| F9710-705900 | 2021 INTEREST | 112,751 | 109,998 | 109,998 | 109,998 | 107,181 | 107,181 | - | 104,300 | |
| **TOTAL SERIAL BONDS** | | **648,403** | **648,817** | **648,817** | **648,817** | **482,522** | **482,522** | **212,009** | **483,328** | |
| | | | | | | | | | | |
| **9730 BOND ANTICIPATION NOTES** | | | | | | | | | | |
| F9730-607599 | BAN Principal | - | - | - | - | - | - | - | - | |
| F9730-707599 | BAN Interest | - | - | - | - | 163,000 | 163,000 | - | 163,000 | |
| **TOTAL BOND ANTICIPATION NOTES** | | **-** | **-** | **-** | **-** | **163,000** | **163,000** | **-** | **163,000** | |
| | | | | | | | | | | |
| **9950 INTERFUND TRANSFERS** | | | | | | | | | | |
| F9950-900001 | INTERFUND TRANSFER | 400,000 | | | 100,000 | | | | | |
| **TOTAL INTERFUND TRANSFERS** | | **400,000** | **-** | **-** | **100,000** | **-** | **-** | **-** | **-** | |
| | | | | | | | | | | |
| **TOTAL WATER EXPENSES** | | **4,085,100** | **4,243,011** | **4,278,861** | **4,097,054** | **4,318,197** | **4,318,356** | **2,274,689** | **4,346,544** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

## WATER FUND REVENUE (F)

| | | 2023 YTD ACTUAL | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET | 2024 YTD ACTUAL | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET | 2025 YTD ACTUAL | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 12/31/23 | | 12/31/24 | 12/31/24 | | 10/03/25 | 10/03/25 | | |
| **8310 WATER ADMINISTRATION** | | | | | | | | | | |
| F8310-126000 | HEALTH INSURANCE REIMBURSEMEN | 61,315 | 71,021 | 71,021 | 75,800 | 71,324 | 71,324 | 57,066 | 75,244 | |
| F8310-126001 | DENTAL INSURANCE REIMBURSEMEN | 7,501 | 7,579 | 7,579 | 6,612 | 6,096 | 6,096 | 4,781 | 6,096 | |
| F8310-214000 | RESIDENTIAL & COMMERCIAL | 1,956,410 | 2,162,203 | 2,162,203 | 2,063,869 | 2,227,069 | 2,227,069 | 1,615,077 | 2,282,204 | |
| F8310-214001 | CORRECTIONAL FACILITIES | 1,034,823 | 1,150,000 | 1,150,000 | 1,134,802 | 1,185,000 | 1,185,000 | 506,278 | 1,140,000 | |
| F8310-214002 | TOWN OF FISHKILL | 686,057 | 620,000 | 620,000 | 739,707 | 660,000 | 660,000 | 325,917 | 660,000 | |
| F8310-214400 | WATER SERVICE CHARGES | 35,035 | 35,000 | 35,000 | 22,736 | 35,000 | 35,000 | 217,180 | 50,000 | |
| F8310-214800 | WATER PENALTY | 48,979 | 45,000 | 45,000 | 66,251 | 45,000 | 45,000 | 18,618 | 45,000 | |
| F8310-240100 | INTEREST & EARNINGS | 24,836 | 5,000 | 5,000 | 17,130 | 8,000 | 8,000 | 7,881 | 8,000 | |
| F8310-240105 | INTEREST & EARNINGS - NYCLASS | 91,648 | 50,000 | 50,000 | 130,110 | 80,000 | 80,000 | 65,330 | 80,000 | |
| F8310-265000 | SALE OF SCRAP/EQUIPMENT | - | - | - | 7,600 | - | - | - | | |
| F8310-268000 | INSURANCE RECOVERIES | 901 | - | - | - | - | - | - | | |
| F8310-277000 | MISCELLANEOUS REVENUE | 708 | 708 | 708 | - | 708 | 708 | 1,278 | | |
| **TOTAL WATER ADMINISTRATION** | | **3,948,213** | **4,146,511** | **4,146,511** | **4,264,617** | **4,318,197** | **4,318,197** | **2,819,406** | **4,346,544** | |
| | | | | | | | | | | |
| **TOTAL WATER REVENUES** | | **3,948,213** | **4,146,511** | **4,146,511** | **4,264,617** | **4,318,197** | **4,318,197** | **2,819,406** | **4,346,544** | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| SEWER FUND EXPENSE (G) | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **1380 FISCAL AGENT FEES** | | | | | | | | | | |
| G1380-461200 | FISCAL AGENT FEE | - | 24,000 | 24,000 | 500 | 24,000 | 24,000 | - | 24,000 | |
| **TOTAL FISCAL AGENT FEES** | | **-** | **24,000** | **24,000** | **500** | **24,000** | **24,000** | **-** | **24,000** | |
| | | | | | | | | | | |
| **1420 LAW** | | | | | | | | | | |
| G1420-450400 | ATTORNEYS | 48,272 | 52,000 | 52,000 | 49,990 | 54,000 | 54,000 | 30,007 | 54,000 | |
| **TOTAL LAW** | | **48,272** | **52,000** | **52,000** | **49,990** | **54,000** | **54,000** | **30,007** | **54,000** | |
| | | | | | | | | | | |
| **1680 TECHNOLOGY** | | | | | | | | | | |
| G1680 250000 | EQUIPMENT | 4,500 | 4,475 | 4,475 | 4,719 | 2,230 | 2,230 | 1,332 | 2,230 | |
| G1680 444100 | LICENSE/PERMITS | 1,578 | 4,316 | 4,316 | 1,717 | 2,996 | 2,996 | 1,779 | 3,714 | |
| G1680 452003 | IT CONSULTANT | 2,316 | 9,345 | 9,345 | 2,637 | 9,450 | 9,450 | 1,872 | 4,000 | |
| **TOTAL TECHNOLOGY** | | **8,394** | **18,136** | **18,136** | **9,073** | **14,676** | **14,676** | **4,983** | **9,944** | |
| | | | | | | | | | | |
| **1980 MTA PAYROLL TAX** | | | | | | | | | | |
| G1980-400099 | MTA PAYROLL TAX | 2,636 | 3,053 | 3,053 | 2,747 | 2,635 | 2,761 | 1,400 | | |
| **TOTAL MTA PAYROLL TAX** | | **2,636** | **3,053** | **3,053** | **2,747** | **2,635** | **2,761** | **1,400** | **-** | |
| | | | | | | | | | | |
| **1990 CONTINGENCY** | | | | | | | | | | |
| G1990-400001 | CONTINGENCY FUND | - | 50,000 | 50,000 | - | 65,000 | 25,137 | - | 20,000 | |
| G1990-400004 | CONTINGENCY RETIREMENT | - | 5,000 | 5,000 | - | 5,000 | 5,000 | - | 5,000 | |
| **TOTAL CONTINGENCY** | | **-** | **55,000** | **55,000** | **-** | **70,000** | **30,137** | **-** | **25,000** | |
| | | | | | | | | | | |
| **8110 SEWER ADMINISTRATION** | | | | | | | | | | |
| G8110-450500 | ADMINISTRATION FEE TO GEN | 346,220 | 378,930 | 378,930 | 378,930 | 396,260 | 396,260 | 396,260 | 409,740 | |
| **TOTAL SEWER ADMINISTRATION** | | **346,220** | **378,930** | **378,930** | **378,930** | **396,260** | **396,260** | **396,260** | **409,740** | |
| | | | | | | | | | | |

| SEWER FUND EXPENSE (G) | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **8120 SANITARY SEWER** | | | | | | | | | | |
| G8120-250000 | PURCHASE EQUIPMENT | - | 10,000 | 10,000 | - | | | | | |
| G8120-416000 | MATERIALS & SUPPLIES | 20,847 | 10,000 | 10,000 | 2,141 | 12,000 | 12,000 | 623 | 10,000 | |
| G8120-422075 | SANITARY SEWER ELECTRIC | 249 | 525 | 525 | 387 | 525 | 525 | 271 | 551 | |
| G8120-447000 | RENTAL OF EQUIPMENT | - | 3,000 | 3,000 | - | 3,000 | 3,000 | - | 2,000 | |
| G8120-447200 | REPAIR OF EQUIPMENT | 14,017 | 24,000 | 24,000 | 62,075 | 25,000 | 25,000 | 13,666 | 18,000 | |
| G8120-447300 | MANHOLE REPAIRS I&I | | | | | 100,000 | 100,000 | - | 40,000 | |
| G8120-454000 | ENGINEERS | - | 25,000 | 25,000 | 19,795 | 20,000 | 20,000 | 795 | 20,000 | |
| **TOTAL SANITARY SEWER** | | **35,113** | **72,525** | **72,525** | **84,398** | **160,525** | **160,525** | **15,355** | **90,551** | |
| | | | | | | | | | | |
| **8130 WATER POLLUTION CONTROL** | | | | | | | | | | |
| G8130-100401 | SUPERINTENDENT SALARY | 92,111 | 95,227 | 95,227 | 95,168 | 95,227 | 99,512 | 76,465 | 104,488 | |
| G8130-101000 | REGULAR SALARIES | 602,235 | 692,877 | 692,877 | 644,955 | 715,238 | 692,183 | 482,213 | 793,223 | |
| G8130-103100 | TEMPORARY POSITION | | | | | | | | | |
| G8130-105000 | OVERTIME | 116,898 | 95,000 | 95,000 | 107,963 | 97,000 | 152,000 | 112,922 | 115,000 | |
| G8130-105200 | SICK LEAVE BONUS | 1,200 | 3,311 | 3,311 | 311 | 1,200 | 2,000 | 2,000 | 3,000 | |
| G8130-112500 | MEALS | 1,960 | 2,400 | 2,400 | 1,598 | 2,000 | 2,000 | 1,862 | 2,000 | |
| G8130-119000 | CLOTHING ALLOWANCE | 5,537 | 6,500 | 6,500 | 5,200 | 6,500 | 6,500 | - | 6,500 | |
| G8130-120000 | HEALTH BUYOUT | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | - | 2,500 | |
| G8130-190000 | SEVERANCE/RETIREMENT PAY | | | | | | | | | |
| G8130-250000 | PURCHASE EQUIPMENT | 13,787 | 86,000 | 80,579 | 60,873 | 78,000 | 78,000 | 14,855 | 60,000 | |
| G8130-410900 | CHEMICALS | 202,770 | 190,000 | 190,000 | 171,029 | 188,000 | 188,000 | 123,019 | 198,000 | |
| G8130-410901 | CARBON MEDIA | 40,000 | - | - | - | | | | | |
| G8130-411000 | CLEANING SUPPLIES | - | 2,200 | 2,200 | - | 500 | 500 | 385 | 500 | |
| G8130-412680 | GAS/OIL FOR HEAT | 8,730 | 8,100 | 8,100 | 5,987 | 8,100 | 8,100 | 3,764 | 8,340 | |
| G8130-412802 | FLOWERS & LANDSCAPING | | 2,000 | 2,000 | - | 2,000 | 2,000 | 104 | 1,000 | |
| G8130-413000 | GAS & DIESEL | 5,850 | 4,905 | 4,905 | 4,685 | 4,736 | 4,736 | 1,420 | 3,201 | |
| G8130-414500 | LAB SUPPLIES | 4,362 | 10,000 | 10,000 | 1,878 | 4,800 | 4,800 | 3,854 | 4,800 | |
| G8130-415400 | TOOLS | 1,846 | 5,000 | 5,000 | 3,664 | 4,900 | 5,230 | 329 | 1,400 | |
| G8130-416000 | MATERIALS & SUPPLIES | 12,298 | 14,000 | 23,685 | 13,647 | 13,000 | 13,111 | 2,619 | 13,000 | |
| G8130-416300 | PAINTS | - | 500 | 500 | - | 500 | 59 | - | 500 | |
| G8130-417500 | SAFETY SUPPLIES | 2,390 | 7,000 | 7,000 | 208 | 9,550 | 9,550 | 713 | 4,500 | |
| G8130-417700 | SANITARY AND PAPER SUPPLI | 1,077 | 7,000 | 7,315 | 2,865 | 5,040 | 5,040 | 1,900 | 3,000 | |

# 2026 CITY OF BEACON PROPOSED BUDGET

## SEWER FUND EXPENSE (G)

| | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| G8130-422065 | WPC ELECTRIC | 139,894 | 235,000 | 235,000 | 219,256 | 235,000 | 235,000 | 108,042 | 246,750 | |
| G8130-423000 | TELEPHONES | 3,782 | 4,500 | 4,500 | 4,863 | 4,500 | 4,500 | 3,812 | 5,000 | |
| G8130-423001 | CELL PHONES | 1,185 | 1,572 | 1,572 | 1,915 | 1,572 | 1,572 | 1,277 | 1,572 | |
| G8130-441300 | CHEMICAL ANALYSIS/LAB WOR | 34,232 | 42,000 | 42,000 | 33,970 | 41,000 | 41,000 | 23,903 | 40,000 | |
| G8130-441500 | SOFTWARE & SUPPORT | 6,540 | 10,000 | 10,000 | 5,840 | 11,300 | 11,300 | 5,540 | 2,800 | |
| G8130-443200 | TRAINING | - | 10,000 | 10,000 | 963 | 2,000 | 2,000 | - | 5,750 | |
| G8130-444100 | PROFESSIONAL LICENSE FEES | 15,809 | 16,000 | 16,000 | 15,500 | 16,000 | 16,000 | 1,250 | 16,000 | |
| G8130-445100 | MAINTENANCE OF EQUIPMENT | 19,569 | 40,000 | 40,000 | 14,877 | 45,000 | 45,000 | 10,366 | 40,000 | |
| G8130-446006 | PRINTING BILLS | 1,685 | 3,000 | 3,000 | 988 | 1,800 | 1,800 | 892 | 1,000 | |
| G8130-446600 | REFUSE REMOVAL | 613,719 | 710,000 | 710,000 | 695,892 | 732,870 | 732,870 | 460,206 | 725,000 | |
| G8130-447200 | REPAIR OF EQUIPMENT | 104,057 | 240,000 | 240,000 | 179,235 | 160,000 | 160,000 | 84,692 | 115,000 | |
| G8130-447211 | PROJECTS | - | 20,000 | 20,000 | 1,808 | 20,000 | 20,000 | - | 10,000 | |
| G8130-447300 | REPAIR OF REAL PROPERTY | 2,200 | 5,000 | 6,076 | 6,076 | 5,000 | 5,000 | - | 4,000 | |
| G8130-454000 | ENGINEERS | 16,324 | 70,000 | 72,214 | 5,392 | 50,000 | 50,000 | 16,728 | 35,000 | |
| G8130-462000 | TRAVEL | - | 1,500 | 1,500 | 5 | 500 | 500 | - | 500 | |
| G8130-465000 | POSTAGE | 5,165 | 4,200 | 4,200 | 5,813 | 5,400 | 5,400 | 4,520 | 6,000 | |
| G8130-820000 | SOCIAL SECURITY | 59,301 | 68,683 | 68,683 | 61,803 | 70,354 | 73,187 | 48,851 | 78,543 | |
| **TOTAL WATER POLLUTION CONTROL** | | **2,139,013** | **2,715,975** | **2,723,844** | **2,376,727** | **2,641,087** | **2,680,950** | **1,598,503** | **2,657,867** | |
| | | | | | | | | | | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| SEWER FUND EXPENSE (G) | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **9010 EMPLOYEES RETIREMENT SYSTEM** | | | | | | | | | | |
| G9010-810000 | RETIREMENT | 105,299 | 140,801 | 140,801 | 128,811 | 162,584 | 162,584 | - | 193,805 | |
| **TOTAL EMPLOYEES RETIREMENT SYSTEM** | | **105,299** | **140,801** | **140,801** | **128,811** | **162,584** | **162,584** | **-** | **193,805** | |
| | | | | | | | | | | |
| **9040 WORKERS COMPENSATION** | | | | | | | | | | |
| G9040-830000 | WORKERS' COMPENSATION | 39,856 | 39,242 | 39,242 | 39,242 | 31,004 | 31,004 | 31,004 | 20,765 | |
| **TOTAL WORKERS COMPENSATION** | | **39,856** | **39,242** | **39,242** | **39,242** | **31,004** | **31,004** | **31,004** | **20,765** | |
| | | | | | | | | | | |
| **9055 DISABILITY** | | | | | | | | | | |
| G9055-850000 | INSURANCE | 628 | 600 | 600 | 451 | 600 | 600 | 180 | 600 | |
| **TOTAL DISABILITY** | | **628** | **600** | **600** | **451** | **600** | **600** | **180** | **600** | |
| | | | | | | | | | | |
| **9060 HEALTH INSURANCE** | | | | | | | | | | |
| G9060-840000 | HEALTH INSURANCE | 562,651 | 383,790 | 383,790 | 566,523 | 406,244 | 406,244 | 288,970 | 437,000 | |
| G9060-840100 | MEDICARE REIMBURSEMENT | 18,731 | 17,412 | 17,412 | 25,506 | 24,982 | 24,982 | 12,654 | 25,308 | |
| G9060-840500 | DENTAL INSURANCE | 6,997 | 8,704 | 8,704 | 10,031 | 10,036 | 10,036 | 9,617 | 15,670 | |
| G9060-840600 | VISION INSURANCE | 1,274 | 1,240 | 1,240 | 1,469 | 1,481 | 1,481 | 971 | 1,381 | |
| **TOTAL HEALTH INSURANCE** | | **589,653** | **411,146** | **411,146** | **603,529** | **442,743** | **442,743** | **312,212** | **479,359** | |
| | | | | | | | | | | |

# 2026 CITY OF BEACON PROPOSED BUDGET

| SEWER FUND EXPENSE (G) | | 2023 YTD ACTUAL 12/31/23 | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET 12/31/24 | 2024 YTD ACTUAL 12/31/24 | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET 10/03/25 | 2025 YTD ACTUAL 10/03/25 | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| **9710 SERIAL BONDS** | | | | | | | | | | |
| G9710-605500 | 2014 (2005) PRINCIPAL | 139,434 | 142,181 | 142,181 | 142,181 | - | - | - | | |
| G9710-605600 | 2016 PRINCIPAL | 281,785 | 286,644 | 286,644 | 286,644 | 291,502 | 291,502 | 291,502 | 296,360 | |
| G9710-605700 | 2018 PRINCIPAL | 131,946 | 135,742 | 135,742 | 135,742 | 140,487 | 140,487 | 140,487 | 144,286 | |
| G9710-605900 | 2021 PRINCIPAL | 299,817 | 310,525 | 310,525 | 310,525 | 314,092 | 314,092 | - | 324,801 | |
| G9710-705500 | 2014 (2005) INTEREST | 6,866 | 3,555 | 3,555 | 3,555 | - | - | - | | |
| G9710-705600 | 2016 INTEREST | 140,604 | 134,920 | 134,920 | 134,920 | 129,139 | 129,139 | 66,027 | 123,260 | |
| G9710-705700 | 2018 INTEREST | 98,110 | 94,095 | 94,095 | 94,095 | 89,952 | 89,952 | 46,029 | 85,680 | |
| G9710-705900 | 2021 INTEREST | 281,275 | 274,408 | 274,408 | 274,408 | 267,381 | 267,381 | - | 260,194 | |
| **TOTAL SERIAL BONDS** | | **1,379,837** | **1,382,070** | **1,382,070** | **1,382,070** | **1,232,553** | **1,232,553** | **544,045** | **1,234,581** | |
| | | | | | | | | | | |
| **9730 BOND ANTICIPATION NOTES** | | | | | | | | | | |
| G9730-607599 | BAN Principal | | | | | | | | | |
| G9730-707599 | BAN Interest | | | | | 180,000 | 180,000 | - | 180,000 | |
| **TOTAL BOND ANTICIPATION NOTES** | | **-** | **-** | **-** | **-** | **180,000** | **180,000** | **-** | **180,000** | |
| | | | | | | | | | | |
| **9950 INTERFUND TRANSFERS** | | | | | | | | | | |
| G9950-900001 | INTERFUND TRANSFER | 390,000 | - | - | 100,000 | - | - | - | | |
| **TOTAL INTERFUND TRANSFERS** | | **390,000** | **-** | **-** | **100,000** | **-** | **-** | **-** | **-** | |
| | | | | | | | | | | |
| **TOTAL SEWER EXPENSES** | | **5,084,921** | **5,293,477** | **5,301,346** | **5,156,468** | **5,412,667** | **5,412,793** | **2,933,949** | **5,380,212** | |

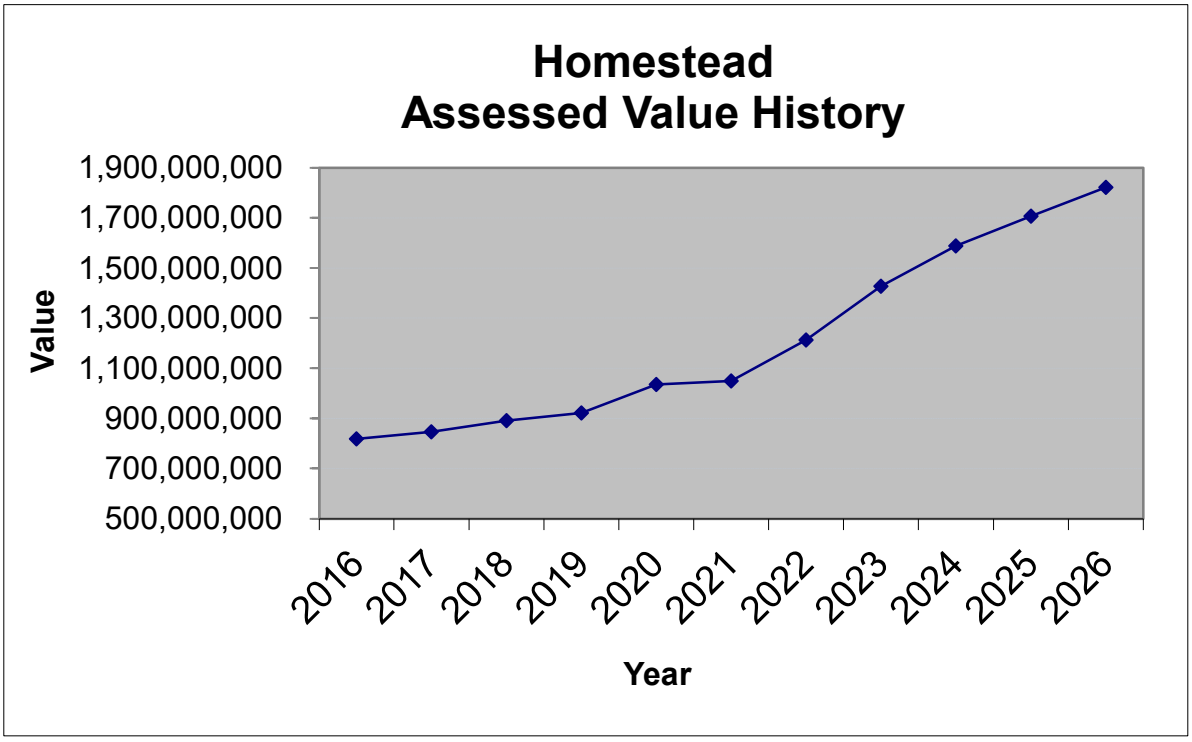
| SEWER FUND REVENUE (G) | | 2023 YTD ACTUAL | 2024 ADOPTED BUDGET | 2024 REVISED BUDGET | 2024 YTD ACTUAL | 2025 ADOPTED BUDGET | 2025 REVISED BUDGET | 2025 YTD ACTUAL | 2026 PROPOSED BUDGET | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 12/31/23 | | 12/31/24 | 12/31/24 | | 10/03/25 | 10/03/25 | | |
| **8110 SEWER ADMINISTRATION** | | | | | | | | | | |
| G8110-126000 | HEALTH INSURANCE REIMBURSEMEN | 42,461 | 42,889 | 42,889 | 45,806 | 47,171 | 47,171 | 33,300 | 53,973 | |
| G8110-126001 | DENTAL INSURANCE REIMBURSEMEN | 8,659 | 8,704 | 8,704 | 11,775 | 13,355 | 13,355 | 7,610 | 12,545 | |
| G8110-212000 | SEWER RENTS | 1,194,630 | 1,341,884 | 1,341,884 | 1,286,801 | 1,382,141 | 1,382,141 | 985,517 | 1,392,594 | |
| G8110-212001 | CORRECTIONAL FACILITY | 735,965 | 832,500 | 832,500 | 777,091 | 758,000 | 758,000 | 370,329 | 758,000 | |
| G8110-212003 | TOWN OF FISHKILL | 1,532,647 | 1,234,000 | 1,234,000 | 1,346,072 | 1,420,000 | 1,420,000 | 522,081 | 1,225,000 | |
| G8110-212007 | BEACON SCHOOL BUS GARAGE | 468 | | | 403 | | | 594 | 400 | |
| G8110-212008 | DUTCHESS STADIUM SEWER | 3,082 | 1,500 | 1,500 | 7,336 | 5,000 | 5,000 | 5,738 | 5,000 | |
| G8110-212009 | DC TRANSPORT CENTER SEWER | 337 | | | 180 | | | 94 | | |
| G8110-212800 | SEWER PENALTY | 5,155 | 6,000 | 6,000 | 5,552 | 6,000 | 6,000 | 5,329 | 6,000 | |
| G8110-240100 | INTEREST & EARNINGS | 43,666 | 10,000 | 10,000 | 31,886 | 13,000 | 13,000 | 13,606 | 13,000 | |
| G8110-240105 | INTEREST & EARNINGS - NYCLASS | 100,668 | 45,000 | 45,000 | 140,932 | 75,000 | 75,000 | 28,230 | 70,000 | |
| G8110-265000 | SALE OF SCRAP | | | | | | | | | |
| G8110-277000 | MISCELLANEOUS REVENUE | 250 | | | | | | 40,000 | | |
| **TOTAL SEWER ADMINISTRATION** | | **3,667,988** | **3,522,477** | **3,522,477** | **3,653,834** | **3,719,667** | **3,719,667** | **2,012,428** | **3,536,512** | |
| | | | | | | | | | | |
| **8130 WATER POLLUTION CONTROL** | | | | | | | | | | |
| G8130-212200 | HAULER FEES | 169,510 | 161,000 | 161,000 | 62,457 | 59,000 | 59,000 | 57,668 | 82,400 | |
| G8130-212204 | HAULER FEES BILLED MONTHLY | 1,456,541 | 1,610,000 | 1,610,000 | 1,640,425 | 1,634,000 | 1,634,000 | 1,278,975 | 1,761,300 | |
| **TOTAL WATER POLLUTION CONTROL** | | **1,626,051** | **1,771,000** | **1,771,000** | **1,702,882** | **1,693,000** | **1,693,000** | **1,336,643** | **1,843,700** | |
| | | | | | | | | | | |
| **9950 INTERFUND TRANSFERS** | | | | | | | | | | |
| G9950-503100 | INTERFUND TRANSFERS | - | - | - | - | - | - | - | - | |
| **TOTAL INTERFUND TRANSFERS** | | | | | | | | | | |
| | | | | | | | | | | |
| **TOTAL SEWER REVENUES** | | **5,294,039** | **5,293,477** | **5,293,477** | **5,356,716** | **5,412,667** | **5,412,667** | **3,349,071** | **5,380,212** | |

# CITY OF BEACON
## TAX CAP CALCULATION
## 2026

| | Proposed 2026 Budget | Allowable 2026 Budget |
|---|---|---|
| Prior year tax levy | 13,247,051 | 13,247,051 |
| Tax base growth factor % (increase in tax base) | 2.04% | 2.04% |
| | **13,517,291** | **13,517,291** |
| Add: Prior Year PILOTS | 337,000 | 337,000 |
| | 13,854,291 | 13,854,291 |
| Allowable Levy Growth factor % (Inflation) | 2.00% | 2.00% |
| | 14,131,377 | 14,131,377 |
| Less: Current year PILOTS | (352,500) | (352,500) |
| Tax Levy limit | 13,778,877 | 13,778,877 |
| Available carry over from prior year (used) | 202,077 | 202,077 |
| Tax Levy limit before Exlcusions | 13,980,954 | 13,980,954 |
| Add: Exclusions | - | - |
| Tax levy limit | 13,980,954 | 13,980,954 |
| Use of fund balance | - | - |
| Available carry over to next year | (100,716) | |
| Loss of available carry over to next year | | |
| Actual Tax levied | 13,880,238 | 13,980,954 |
| Dollar growth | 633,187 | 733,903 |
| | | |
| Effective tax levy increase % | 4.78% | 5.54% |

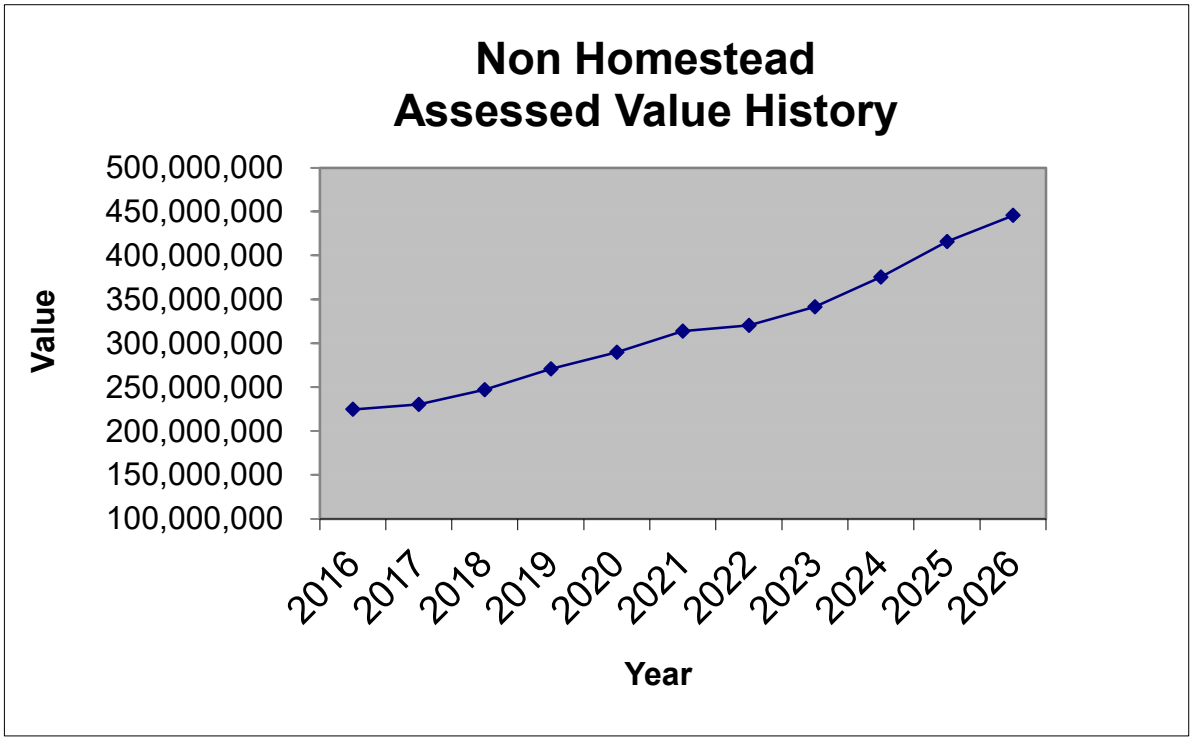
**CITY OF BEACON**
**HOMESTEAD**
**ASSESSED VALUES**
**2016-2026**

| YEAR | VALUE | |
|---|---|---|
| 2016 | 817,959,464 | |
| 2017 | 846,174,024 | |
| 2018 | 890,121,552 | |
| 2019 | 921,272,380 | |
| 2020 | 1,035,407,247 | |
| 2021 | 1,049,204,857 | |
| 2022 | 1,212,207,405 | |
| 2023 | 1,426,130,810 | |
| 2024 | 1,587,292,505 | |
| 2025 | 1,705,642,304 | |
| 2026 | 1,821,036,869 | as of 10/3/25 |



**CITY OF BEACON**
**NON HOMESTEAD**
**ASSESSED VALUES**
**2016-2026**

| Tax YEAR | VALUE | |
|---|---|---|
| 2016 | 224,589,575 | |
| 2017 | 230,385,626 | |
| 2018 | 246,894,305 | |
| 2019 | 270,710,226 | |
| 2020 | 289,494,865 | |
| 2021 | 313,815,987 | |
| 2022 | 320,365,120 | |
| 2023 | 341,303,420 | |
| 2024 | 375,359,513 | |
| 2025 | 415,844,001 | |
| 2026 | 445,694,113 | as of 10/3/25 |

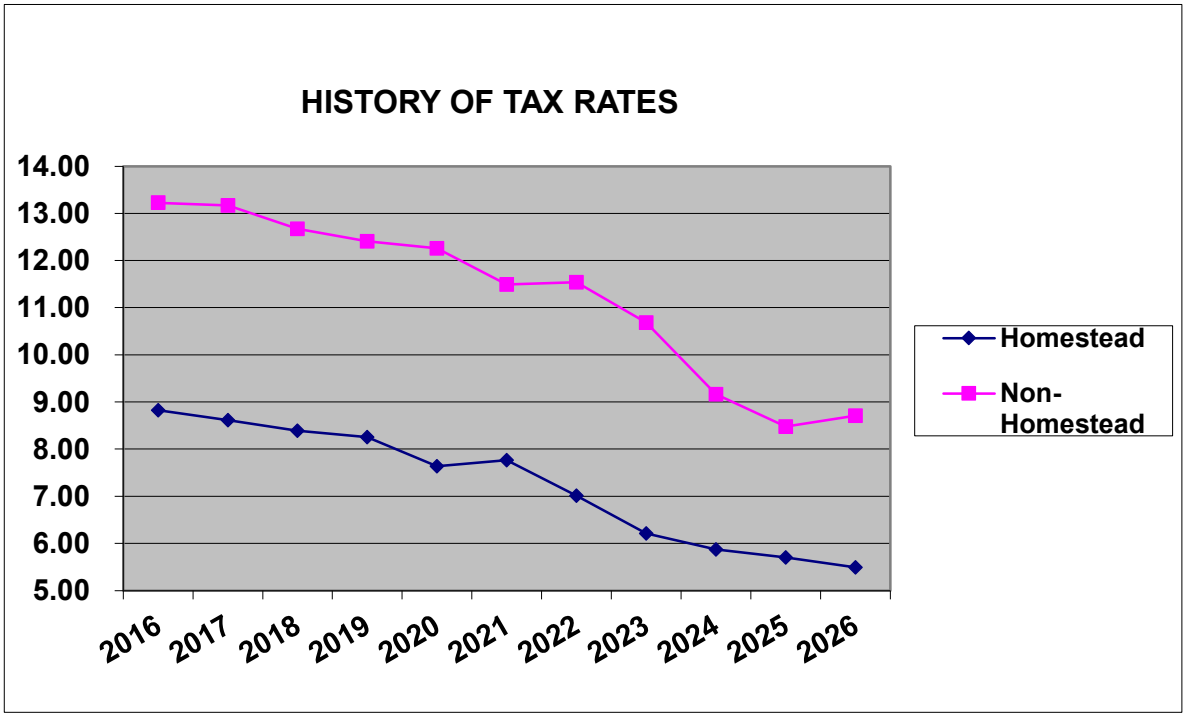


# CITY OF BEACON
## TAX LEVY
## HISTORY
## 2016-2026

| | | LEVY | FUND BALANCE |
|---|---|---|---|
| | YEAR | AMOUNT | TO OFFSET LEVY |
| | 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 |
| | 2021 | 11,751,122 | 2,273,843 |
| | 2022 | 12,293,218 | 585,000 |
| | 2023 | 12,507,397 | 200,000 |
| | 2024 | 12,757,008 | 253,100 |
| | 2025 | 13,247,051 | 75,000 |
| Proposed | 2026 | 13,880,238 | 75,000 |

# CITY OF BEACON
## HISTORY OF TAX RATES
## 2016-2026

| | Homestead | | Non-Homestead | |
|---|---|---|---|---|
| | YEAR | RATE | YEAR | RATE |
| | 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 |
| | 2021 | 7.76 | 2021 | 11.49 |
| | 2022 | 7.01 | 2022 | 11.54 |
| | 2023 | 6.21 | 2023 | 10.68 |
| | 2024 | 5.87 | 2024 | 9.16 |
| | 2025 | 5.70 | 2025 | 8.48 |
| Proposed | 2026 | 5.49 | 2026 | 8.71 |



## NUMBER OF EMPLOYEES PER DEPARTMENT

| Department | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | Budget to Budget Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Administrator | 2.0 | 2.0 | 2.0 | 2.0 | 3.0 | 2.0 | 1.0 | 1.0 | 1.0 | 1.0 | 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 | 4.0 | 4.0 | 3.0 | 4.0 | 4.0 | 5.0 | 5.0 | 5.0 | - |
| City Clerk | 1.0 | 1.0 | 1.0 | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 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 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | - |
| Fire | 14.0 | 14.0 | 14.0 | 14.0 | 17.0 | 17.0 | 17.0 | 18.0 | 18.0 | 18.0 | 18.0 | - |
| Highway | 15.0 | 15.0 | 16.0 | 17.0 | 17.0 | 17.0 | 18.0 | 18.0 | 18.0 | 18.0 | 18.0 | - |
| Human Resource | - | - | - | - | - | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 2.0 | 1.0 |
| Mayor | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | (1.0) |
| Park | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | - |
| Police | 34.0 | 35.0 | 36.0 | 36.0 | 37.0 | 37.0 | 36.0 | 36.0 | 36.0 | 36.0 | 36.0 | - |
| Police Office | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 4.0 | 4.5 | 5.0 | 5.0 | 5.0 | - |
| Public Buildings | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | - |
| Recreation | 1.5 | 3.0 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 4.5 | 4.5 | 4.5 | - |
| Recycle | 3.0 | 3.0 | 2.0 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | - |
| Water | 10.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 12.0 | 12.0 | 12.0 | 12.0 | - |
| Sewer | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 10.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | - |
| Totals | 114.0 | 117.5 | 119.0 | 121.0 | 126.5 | 124.5 | 126.5 | 129.0 | 131.5 | 131.5 | 132.5 | 1.0 |

# 2026 PROPOSED BUDGET SUMMARY PRESENTATION

OCTOBER 6, 2025

*South Avenue Park Project Ribbon Cutting*
*August 8, 2025*

# BUDGET TIMELINE

| | |
|---|---|
| October 6: | Mayor's Budget Message Summary Presentation |
| October 14: | Police, Fire, and Recreation Department Presentations |
| October 20: | Vote to Set Public Hearing |
| October 27: | Highway, Water, and Sewer Department Presentations. |
| November 3: | Public Hearing Opens |
| December 15: | Final Mtg for Budget Adoption |

# BUDGET OVERVIEW

The proposed operating budget includes the General Fund, Water Fund, and Sewer Fund. It does not include any capital projects, which are in the 5-Year Capital Program.

The proposed spending plan totals $37.5 Million:

- $27.8 Million in the General Fund (Increase of 5.9% from 2025)
- $4.3 Million in the Water Fund (Increase of .6% from 2025)
- $5.4 Million in the Sewer Fund (Decrease of .6% from 2025)

The budget proposes to decrease property tax rates for homes and modestly increase tax rates for commercial properties. Water and sewer rates would rise 6% respectively.

Based on the Adjusted Rate Proportions, taxes on average homes would increase 2.6% in 2026, and taxes on commercial properties would increase 2.7% in 2026. The tax increases have been mitigated significantly by the addition to the tax rolls of approximately $47 Million in new construction.

*Fishkill Avenue Rehabilitation Project*
*Substantial Completion- Fall 2025*

# SIGNIFICANT ITEMS: EXPENSES

*New West Main Pump Station*
*Completed September 2025*

Budget increases are related primarily to rising employee salary and retirement costs. The proposed budget includes several promotions and a change of one temporary position to a permanent FT position (HR Budget) but proposes no other new positions.

The budget proposes the use of the $75,000 in the City's General Fund Balance to offset the tax levy increase, the same as in the prior year's Budget.

The largest year-over-year increases are: Health and Dental Insurance ($484k); Police Salaries ($176k); Fire Salaries ($156k); Retirement ($278k for ERS, Fire, and Police); and Property & Casualty Insurance ($47k).

Despite these increases, the 2026 Proposed Budget is $101k under the New York State Tax Cap limit.

# SIGNIFICANT ITEMS: REVENUES

Revenue from Sales Tax is projected to increase from $6.10 million to $6.46 million. This additional funding is the result of the Sales Tax Agreement negotiated by the Mayor in 2022, which increased from 2.35% to 2.45% the percentage of sales tax the City receives in 2026.

The budget also includes $200k for the hotel occupancy tax, $140k is due to the opening of the Mirbeau Inn & Spa in 2026.

Other revenue changes include: reimbursements from employees for health & dental increased $107k (tied to increased expenses), administrative overhead charges to the Water and Sewer Funds increased $37k, and mortgage tax revenue was increase $64k based on the trending average.

*Refurbished Historic Market Completed Summer 2025*

# BUDGET SUMMARY

| | General Fund | Water Fund 6% Increase | Sewer Fund 6% Increase |
|---|---|---|---|
| Appropriations | $27,834,362 | $4,346,544 | $5,380,212 |
| Total Revenue | $13,879,124 | $4,346,544 | $5,380,212 |
| Balance of Appropriations | $13,955,238 | - | - |
| Appropriated Fund Balance | $75,000 | $-0- | $-0- |
| Proposed Tax Levy | **$13,880,238** | | |

**For 2026 the Tax Cap is allowed to increase 5.54% which would equate to a tax levy increase of $733,903.**

**The proposed 2026 budget only increases the levy $633,187, which is $100,716 below the tax cap. The proposed levy increase is 4.78%.**

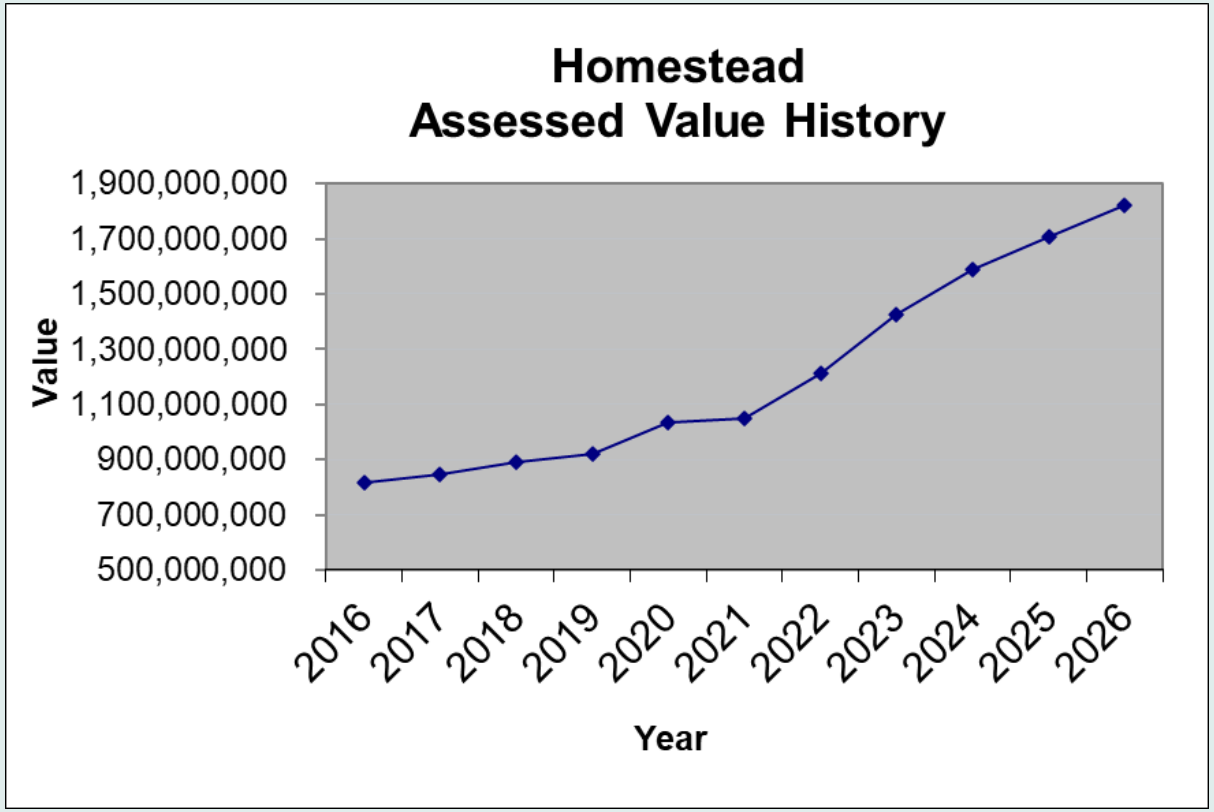
The tax cap is on the tax levy, not the tax rate.

# BUDGET SUMMARY

| | Homestead | Non-Homestead | Totals |
|---|---|---|---|
| Tax Levy Distribution | $9,997,888 | $3,882,350 | $13,880,238 |
| Base Proportion | 72.029660% | 27.970340% | 100.00% |
| 2026 Tax Rate | 5.490217 | 8.710794 | |
| 2025 Tax Rate | 5.699394 | 8.478958 | |
| Tax Rate Percentage Decrease | -3.6702% | 2.7343% | |
| 10/03/25- Tentative Roll | $1,821,036,869 | $445,694,113 | $2,266,730,982 |
| 11/26/24 – Final Roll | $1,705,642,304 | $415,844,001 | $2,121,486,305 |
| Assessment Percentage Increase | 6.77% | 7.18% | 6.85% |
| Assessment Base Increase | $115,394,565 | $29,850,112 | $145,244,677 |

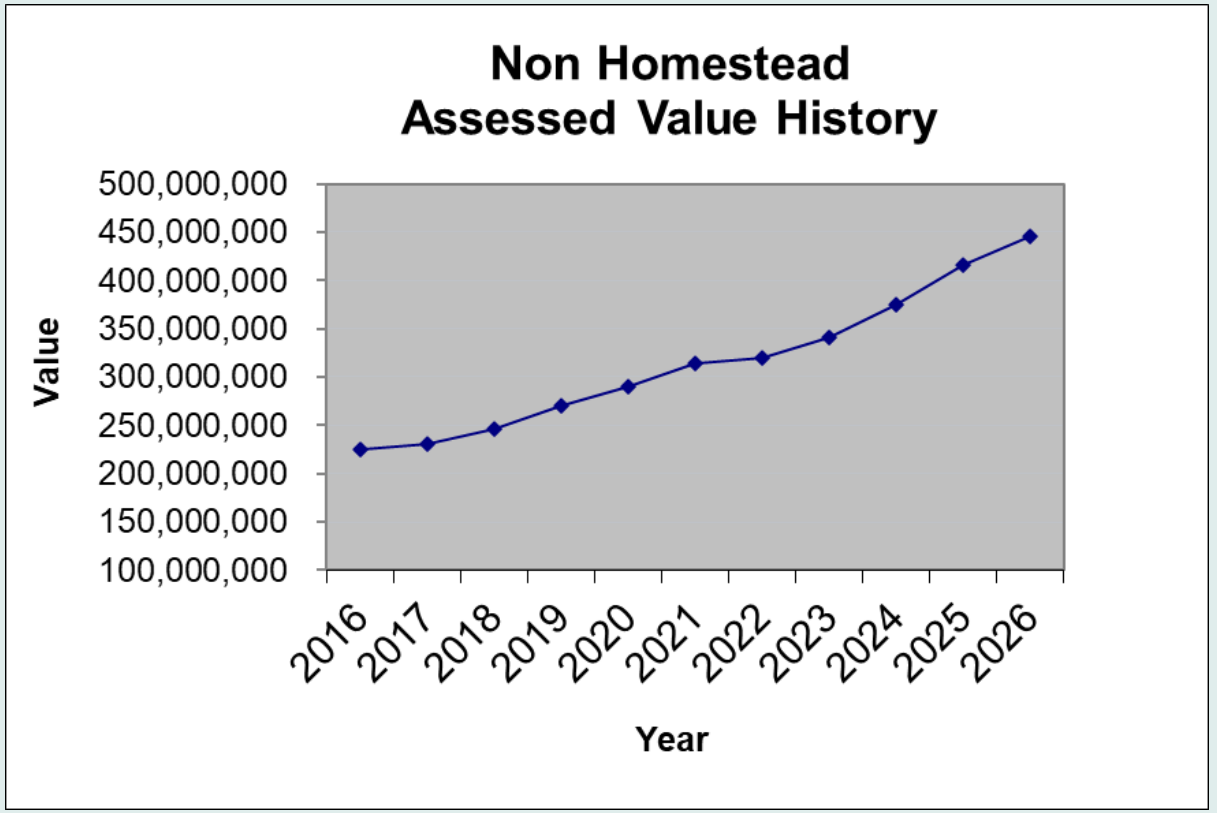
# HOMESTEAD ASSESSED VALUES 2016-2026

| Year | Value |
|---|---|
| 2016 | $817,959,464 |
| 2017 | $846,174,024 |
| 2018 | $890,121,552 |
| 2019 | $921,272,380 |
| 2020 | $1,035,407,247 |
| 2021 | $1,049,204,857 |
| 2022 | $1,212,207,405 |
| 2023 | $1,426,130,810 |
| 2024 | $1,587,292,505 |
| 2025 | $1,705,642,304 |
| 2026 | $1,821,036,869 *As of 10/03/25* |



# NON-HOMESTEAD ASSESSED VALUES 2016-2026

| Year | Value |
|---|---|
| 2016 | $224,589,575 |
| 2017 | $230,385,626 |
| 2018 | $246,894,305 |
| 2019 | $270,710,226 |
| 2020 | $289,494,865 |
| 2021 | $313,815,987 |
| 2022 | $320,365,120 |
| 2023 | $341,303,420 |
| 2024 | $375,359,513 |
| 2025 | $415,844,001 |
| 2026 | $445,694,113<br>*As of 10/03/25* |



# TAX RATE HISTORY 2016-2026

| Homestead | | Non-Homestead | |
|---|---|---|---|
| YEAR | RATE | YEAR | RATE |
| 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 |
| 2021 | 7.76 | 2021 | 11.49 |
| 2022 | 7.01 | 2022 | 11.54 |
| 2023 | 6.21 | 2023 | 10.68 |
| 2024 | 5.87 | 2024 | 9.16 |
| 2025 | 5.70 | 2025 | 8.48 |
| *2026 | 5.49 | *2026 | 8.71 |

*Proposed

# TAX LEVY/ FUND BALANCE USE 2016-2026

| Year | Levy Amount | Fund Balance to Offset Levy |
|---|---|---|
| 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 |
| 2021 | $11,751,122 | $2,273,843 |
| 2022 | $12,293,218 | $585,000 |
| 2023 | $12,507,397 | $200,000 |
| 2024 | $12,757,008 | $253,100 |
| 2025 | $13,247,051 | $75,000 |
| *2026 | $13,880,238 | $75,000 |

# CALCULATION OF TAX RATES

| | Homestead | Non-Homestead | Totals |
|---|---|---|---|
| Amount to be raised by Property Taxes ("Tax Levy") | | | $13,880,238 |
| Base Proportion Percentage* | 72.02966% | 27.97034% | 100% |
| Tax Levy Proportioned (Levy x Base Proportion) | $9,997,888 | $3,882,350 | $13,880,238 |
| Assessed Values | $1,821,036,869 | $445,694,113 | $2,266,730,982 |
| 2026 Proposed Rate (Per $1,000 of Assessed Value) | 5.490217 | 8.710794 | |
| 2025 Rate (Per $1,000 of Assessed Value) | 5.699940 | 8.478958 | |
| 2026 Percentage Rate Decrease/Increase | -3.67% | 2.73% | |
| Tax Bill Example: | | | |
| Assessed Value of property example | $500,000 | $500,000 | |
| 2026 City Tax Bill (Assessed Value/$1,000 x Rate) | $2,745.11 | $4,355.40 | |

*Amounts determined by the New York State Office of Real Property Taxes. Currently, in draft form.

# HOMESTEAD TAX IMPACT SAMPLE BILL

| TAX YEAR | ASSESSED VALUE | RATE | TAX AMOUNT |
|---|---|---|---|
| 2025 | $500,000 | 5.699394 | $2,849.70 |
| 2026 | $532,500* | 5.490217 | $2,923.54 |
| | *6.5% Assessment Increase | | |
| NET INCREASE- $ | | | $73.84 |
| NET INCREASE- % | | | 2.59% |
| | | | |

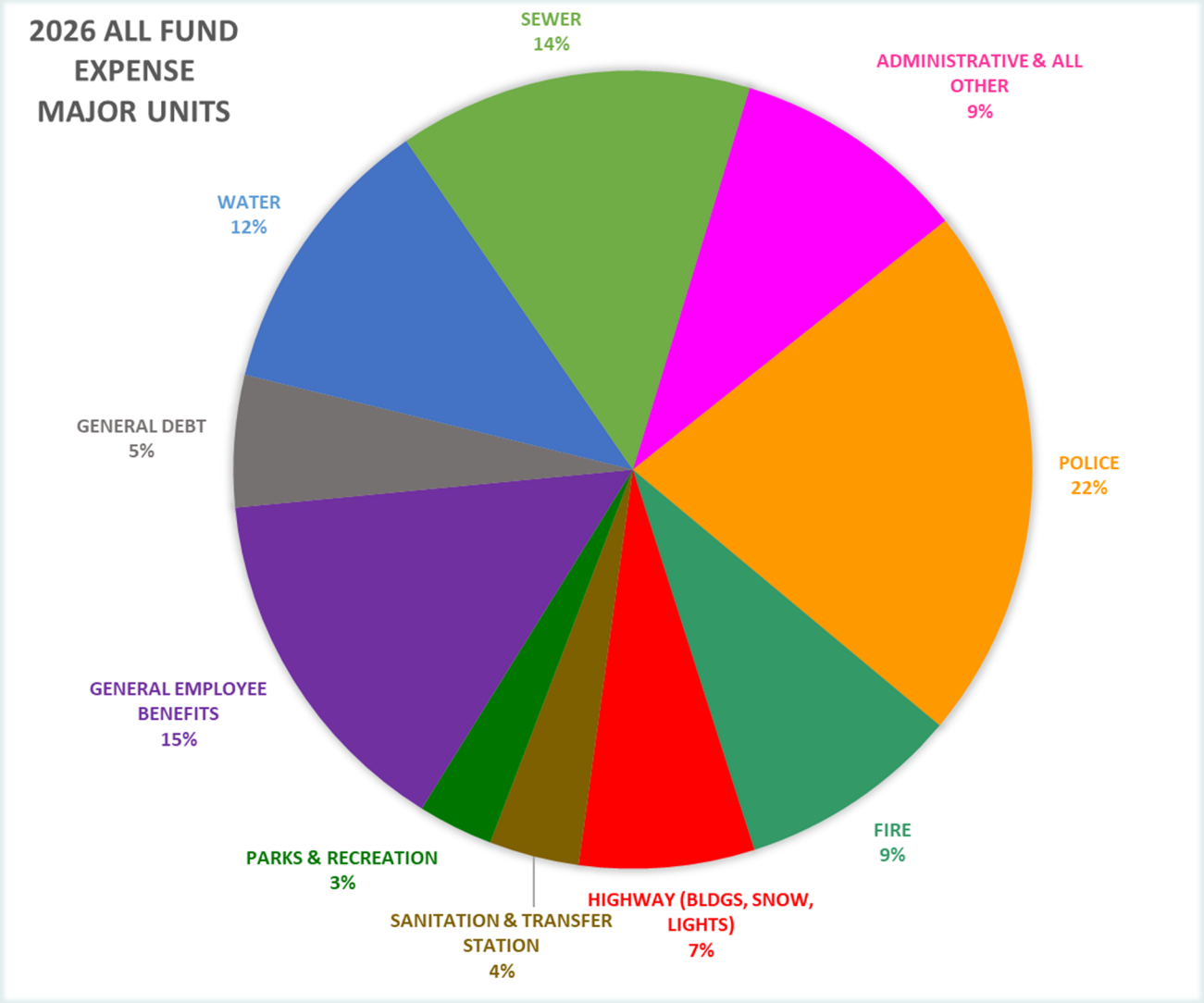
# NON-HOMESTEAD TAX IMPACT SAMPLE BILL

| TAX YEAR | ASSESSED VALUE | RATE | TAX AMOUNT |
|---|---|---|---|
| 2025 | $500,000 | 8.478958 | $4,239.48 |
| 2026 | $500,000 | 8.710794 | $4,355.40 |
| | | | |
| NET INCREASE- $ | | | $150.92 |
| NET INCREASE- % | | | 2.73% |

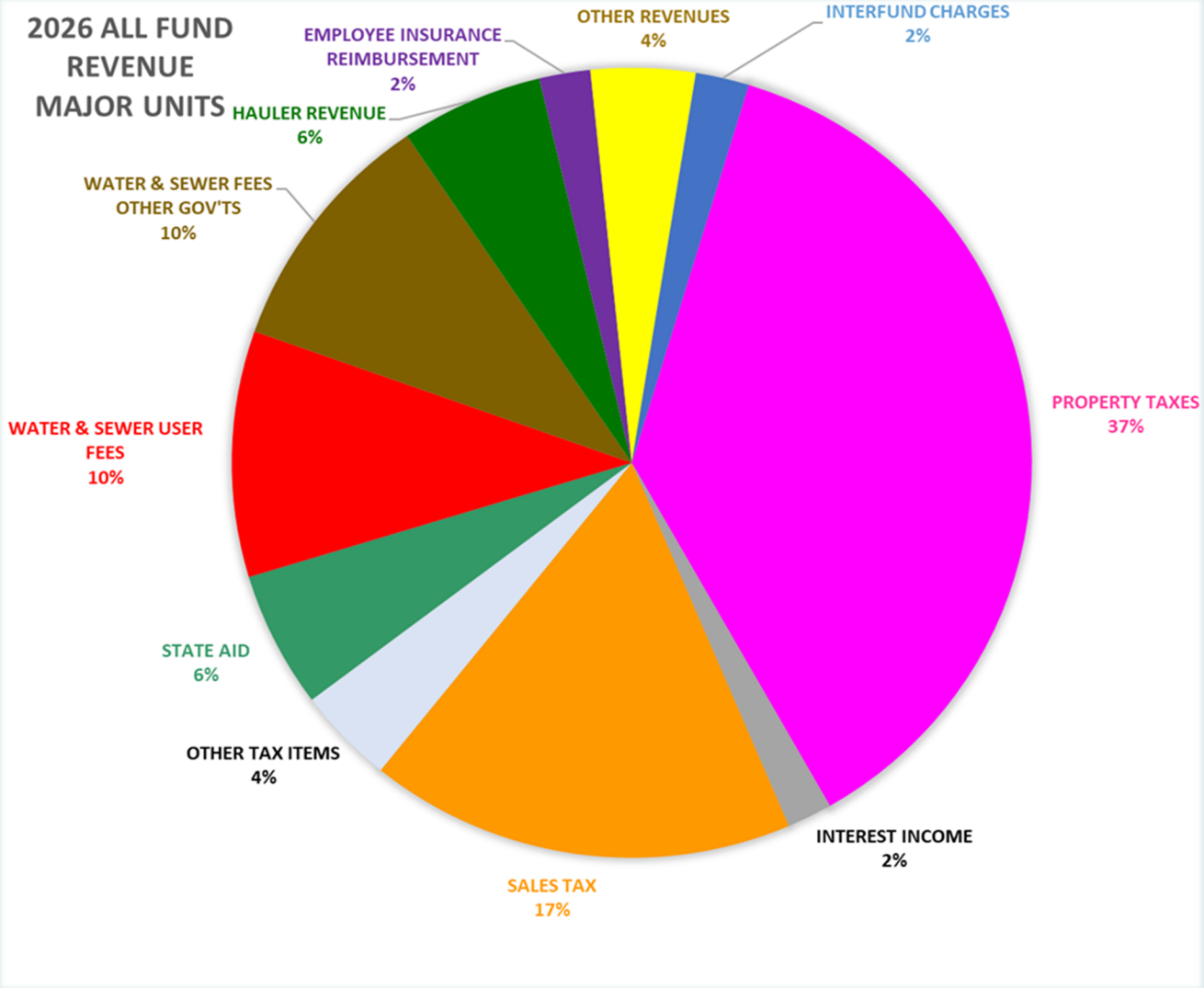
# EMPLOYEES BY DEPARTMENT 2016-2026

| NUMBER OF EMPLOYEES PER DEPARTMENT | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Department | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | Budget to Budget Change |
| Administrator | 2.0 | 2.0 | 2.0 | 2.0 | 3.0 | 2.0 | 1.0 | 1.0 | 1.0 | 1.0 | 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 | 4.0 | 4.0 | 3.0 | 4.0 | 4.0 | 5.0 | 5.0 | 5.0 | - |
| City Clerk | 1.0 | 1.0 | 1.0 | 1.5 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 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 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 | - |
| Fire | 14.0 | 14.0 | 14.0 | 14.0 | 17.0 | 17.0 | 17.0 | 18.0 | 18.0 | 18.0 | 18.0 | - |
| Highway | 15.0 | 15.0 | 16.0 | 17.0 | 17.0 | 17.0 | 18.0 | 18.0 | 18.0 | 18.0 | 18.0 | - |
| Human Resource | - | - | - | - | - | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 2.0 | 1.0 |
| Mayor | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 1.0 | (1.0) |
| Park | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | - |
| Police | 34.0 | 35.0 | 36.0 | 36.0 | 37.0 | 37.0 | 36.0 | 36.0 | 36.0 | 36.0 | 36.0 | - |
| Police Office | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 3.0 | 4.0 | 4.5 | 5.0 | 5.0 | 5.0 | - |
| Public Buildings | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 | - |
| Recreation | 1.5 | 3.0 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 | 4.5 | 4.5 | 4.5 | - |
| Recycle | 3.0 | 3.0 | 2.0 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | - |
| Water | 10.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 12.0 | 12.0 | 12.0 | 12.0 | - |
| Sewer | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | 10.0 | 11.0 | 11.0 | 11.0 | 11.0 | 11.0 | - |
| Totals | 114.0 | 117.5 | 119.0 | 121.0 | 126.5 | 124.5 | 126.5 | 129.0 | 131.5 | 131.5 | 132.5 | 1.0 |

# EXPENSE BREAKDOWN



# REVENUE BREAKDOWN



# INFLATION VS. TAX CHANGES 2021-2025

| TAX YEAR | INFLATION (CPI) | HOMESTEAD RATE CHANGE | NON-HOMESTEAD RATE CHANGE |
|---|---|---|---|
| 2021 | 4.70% | 0.83% | -7.07% |
| 2022 | 8.00% | -0.66% | 3.31% |
| 2023 | 4.12% | 2.80% | -9.90% |
| 2024 | 2.95% | 3.96% | -14.23% |
| 2025 | 1.94% | 2.90% | -7.40% |

From 2021-2025:

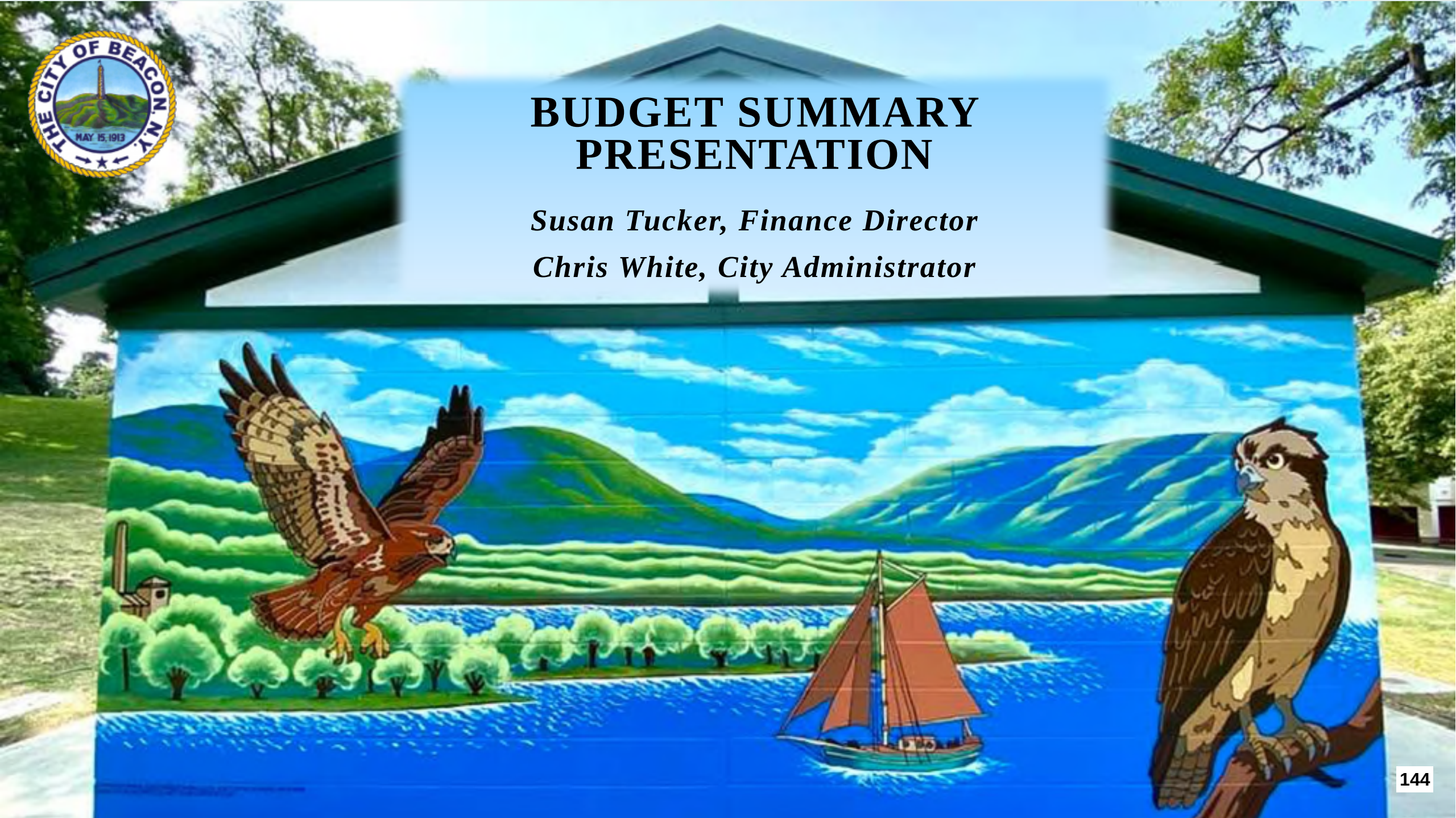
Inflation (Consumer Price Index) has increased an average of 4.34% per year.
Homestead taxes increased an average of 1.97% per year.
Non-Homestead taxes **decreased** an average of 7.06% per year.

Cumulatively, inflation increased 23.6% from 2021-2025.
Cumulatively, Homestead taxes increased 10.2% Non-Homestead taxes **decreased** by 31.3%.

# BUDGET SUMMARY PRESENTATION

*Susan Tucker, Finance Director*

*Chris White, City Administrator*



**Title:**

Resolution No. 89 - Appointing Glenn Williams to the Position of Water and Sewer Maintenance Helper

**ATTACHMENTS**

Resolution Appointing Glenn Williams to the Position of Water and Sewer Maintenance Helper

Glenn Williams Resume

Superintendent of Water and Sewers Memorandum for the Appointment of Glenn Williams to the Position of Water and Sewer Maintenance Helper

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 89 OF 2025**

**APPOINTING GLENN WILLIAMS TO THE POSITION OF WATER AND SEWER MAINTENANCE HELPER**

**WHEREAS**, there is currently a vacancy for the position of Water and Sewer Maintenance Helper; and

**WHEREAS,** Glenn Williams meets the qualifications for the position of Water and Sewer Maintenance Helper, and is recommended for appointment to the position by the Superintendent of Water and Sewers.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor hereby appoints and the City Council approves the appointment of Glenn Williams to the position of Water and Sewer Maintenance Helper.

| **Resolution No. 89 of 2025** | | **Date: October 6, 2025** | | | | | |
|---|---|---|---|---|---|---|---|
| □ **Amendments** | | | | | | □ **2/3 Required** | |
| □ **On roll call** | | | | | | □ **3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

**Glenn E Williams**
[redacted]

## Experience-

**Depew Energy / Newburgh, NY- Service Technician/Installer** **Jan 2021-Current**

- Installed new HVAC equipment according to manufacturer specifications, ensuring proper functionality.
- Performed routine maintenance and repairs on HVAC systems, ensuring optimal performance and energy efficiency.
- Provided training and guidance to junior technicians on proper installation techniques and troubleshooting methods.
- Collaborated with customers to understand their specific heating and cooling needs, providing personalized solutions

**JR Property Maintenance/ Wappingers falls, NY- Laborer** **Oct 2020-Jan 2021**

- Performed sanding, painting, and surface preparation for finishing work.
- Applied touch-ups and detailed finishes to ensure quality standards.
- Maintained a safe and organized work environment while completing assigned labor tasks.
- Operated hand and power tools for surface preparation and finishing work.

## Education/Certifications-

- OSHA 30 Hour Certificate
- NYS Liquid Propane Emergency Responder Certificate
- EPA Universal Certification
- CDL Class B with Hazmat and Tanker Endorsement
- Auto Mechanic and Technician certificate, June 2020 from Dutchess BOCES-CTI
- Highschool Regents Diploma

Professional and Personal references provided upon request

**Professional References-**

[redacted]

**Personal Reference-**

[redacted]

# CITY OF BEACON
## New York

WATER DEPARTMENT 845-831-3136

**To:** Christopher White
City Council

**From:** Edward Balicki

**Re:** New Hire Recommendation of Brandon Travis
Water and Sewer Maintenance Helper

**Date:** 9/22/2025

Please accept this recommendation to hire Glenn Williams to fill the vacant position of Water and Sewer Maintenance Helper. The interview committee consisted of HR Director Sara Morris, Working Supervisor Richard Kolakoski, and myself.

Glenn has experience in the field of construction installing HVAC systems, excavation for installation of gas services and electrical conduit, framing, and decking. Glenn has a Auto Mechanic and Technician certification and Class B CDL with Hazmat and Tanker Endorsements, which is needed for operation of the vac truck and sewer cleaning truck. We feel that Glenn will be asset to the Department and the City of Beacon.

The vacant position is budgeted for and was posted in all City Departments. I thank you for your consideration.

Respectfully,

Edward Balicki
City of Beacon Water and Sewer Department

**Title:**

Resolution No. 90 - Appointing Michele Rios to the Board of Assessment Review

**ATTACHMENTS**

Resolution Approving the Appointment of Michele Rios to the Board of Assessment Review

Michele Rios Committee Application

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 90 OF 2025**

**APPROVING THE APPOINTMENT OF**
**MICHELE RIOS TO THE BOARD OF ASSESSMENT REVIEW**

**WHEREAS,** Michele Rios recently completed a term of service on the City of Beacon Board of Assessment Review; and

**WHEREAS,** Michele Rios wishes to serve a further term beginning on October 1, 2025 and ending on September 30, 2030.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor hereby reappoints, with the consent of the City Council, Michele Rios to the Board of Assessment Review to a term set to begin on October 1, 2025 and to expire on September 30, 2030.

| **Resolution No. 90 of 2025** | | | **Date: October 6, 2025** | | | | |
|---|---|---|---|---|---|---|---|
| ☐ **Amendments** | | | | | | ☐ **2/3 Required** | |
| ☐ **On roll call** | | | | | | ☐ **3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

# CITY OF BEACON

COMMITTEE APPLICATION

**Name**
Michele Rios

**Address**
[redacted]

**Phone Number**
[redacted]

**Email**
[redacted]

**Committee(s) Of Interest**
Board of assessment review

**Education Experience**
Graduated high school 1983, received my real estate license in 2003, received my real estate brokers license 2005.

**Interests & Skills**
I am very interested in real estate, building, renovations of old buildings.

**Areas of Expertise (business, civic, and certifications)**
Real Estate.

**Reference Name**
[redacted]

**Reference Address**
[redacted]

**Reference Email**
[redacted]

**Reference Phone Number**
[redacted]

**Reference Relationship**
[redacted]

**Digital Signature**
Michele Rios

**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

Resolution No. 91 - Appointing David Ross to the Board of Assessment Review

**ATTACHMENTS**

Resolution Approving the Appointment of David Ross to the Board of Assessment Review

David Ross Resume

David Ross Committee Application

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 91 OF 2025**

**APPROVING THE APPOINTMENT OF**
**DAVID ROSS TO THE BOARD OF ASSESSMENT REVIEW**

**WHEREAS,** there is currently a vacant seat on the City of Beacon Board of Assessment Review; and

**WHEREAS,** David Ross applied to serve on the Board of Assessment Review and is recommended for appointment by Mayor Kyriacou to fill the vacant seat for a term beginning on October 1, 2025 and ending on September 30, 2030.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor hereby appoints, with the consent of the City Council, David Ross to fill the vacant seat on the Board of Assessment Review to a term set to begin on October 1, 2025 and to expire on September 30, 2030.

| **Resolution No. 91 of 2025** | | **Date: October 6, 2025** | | | | | |
|---|---|---|---|---|---|---|---|
| **□ Amendments** | | | | | | **□ 2/3 Required** | |
| **□ On roll call** | | | | | | **□ 3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

## David A. Ross

**Home address:**

[redacted]

**School address:**

**School of Visual Arts**
**MFA: Art Practice**
[redacted]

**Biography**

Chairman of the MFA: Art Practice program at the School of Visual Arts in New York City, **David A. Ross,** has a 50-year career as an art museum professional and educator.

Career highlights have included curatorial and senior leadership positions at the Everson Museum of Art, the Long Beach Museum of Art, and the University Art Museum at UC Berkeley; and directorships at Boston's Institute of Contemporary Art, the Whitney Museum, and the San Francisco Museum of Modern Art. Ross was also a Co-Founder and President of the Artists' Pension Trust (a pioneering financial planning program for working artists), has lectured at various universities across the country, and has served as juror and commissioner at a broad range of international shows and exhibitions.

Long known as an advocate for artists and artists' rights, Ross began his museum career in 1971 when he was named the world's first video art curator at the Everson Museum in Syracuse, NY. Ross has found innovative ways to support emerging artists and new art practices throughout his career.

As a museum professional, his work has been defined by his willingness and proven ability to work within museums undergoing significant transition; Ross has successfully rebuilt staff, public programs, collections, and exhibition schedules while enhancing the reputation and community support for the institutions he has served.

As a museum director, Ross was concerned with improving the quality of permanent collections, supporting significant scholarship, and increasing museum membership and attendance through innovative programming and enhanced community relations.

## Professional Experience

Chair — April 2010 –
MFA: Art Practice
**School of Visual Arts**, New York

Editor-at-Large
November 2008 – April 2010
**FLYP** (FLYPmedia.com), New York,

Director — June 1998 - August 2001
**San Francisco Museum of Modern Art**

Director — 1991 – 1998
**Whitney Museum of American Art**, New York

Director — 1982 – 1991
**The Institute of Contemporary Art**, Boston

Assistant Director for Collections and Programs/ Chief Curator
1977 – 1981
**University Art Museum, UC Berkeley**

Deputy Director
1974 – 1977
**Long Beach Museum of Art**, Long Beach

Curator of Video Art
1971 – 1974
**Everson Museum of Art**, Syracuse

## Boards & Associations

Board President — April 2014 – present
**Emily Harvey Foundation,** New York

Board — April 2007 -- 2020
**Long March Foundation**, Beijing, New York

Advisory Board — November 2006 -- December 2007
**Saigon Open City,** Ho Chi Minh City, Vietnam,

| | |
|---|---|
| Trustee | June 2002 – April 2008<br>**Studio Museum in Harlem** |
| Trustee | February 2002 – June 2007<br>**Beacon Cultural Foundation,** Beacon, New York |
| Trustee | January 2004 - present<br>**12 Duffield** (The Glen Seator Foundation) |
| Member | January 2002 – 2020<br>**Anaphiel Foundation**, Miami, Florida |
| Member | January 1999 – April 2008<br>**Committee Scientifico**<br>**Fondazione CRT** (Casa di Risparmio di Torino), Torino, Italy |
| Member | January 2002 – April 2008<br>**La Caixa Foundation,** Acquisitions Advisory Committee Barcelona, Spain, |
| Trustee | June 2001 –2008<br>**American Anti-Slavery Group**, Boston, Massachusetts |
| Trustee | 1996 – present<br>**Rhizome** (The New Museum), New York |
| Founding Member | 1987 – 1992<br>**Federal Advisory Committee on**<br>**Major International Exhibitions**, |
| Trustee | 1988 – 1997<br>**Tiffany Foundation**, New York |
| Director | 1984 – 1991<br>**Contemporary Art Television Fund** (ICA Boston and WGBH-TV, Boston) |
| Member | 1988 – 1993<br>**Mass MOCA Development Commission**, North Adams, MA |
| Member | 1982 – 2002<br>**American Association of Art Museum Directors** |

| | |
|---|---|
| Advisor | 1991 – 2002<br>**Museum Exhibition Program**<br>American Federation of the Arts |
| Trustee | 1980 - 1982<br>**San Francisco Art Institute** |

**Jury Experience (selected)**

| | |
|---|---|
| Panel Member<br>Media Arts | National Endowment for the Arts (Visual Arts,<br>Inter-arts, Museums, Challenge), Washington, DC<br>1973 – 2001 |
| Commissioner | Venice Biennale (Organizing Commission)<br>1997 |
| Commissioner | Bienal Barro de América, Caracas<br>1998 |
| Juror | The Wolf Foundation Prize, Jerusalem<br>1992 |
| Juror | The Carnegie International, Pittsburgh<br>1991 |
| Juror | 50th Salon Nacional de Artistas, Bogota<br>1990 |
| Juror | First Texas Triennial Exhibition, Houston<br>1988 |

**Teaching**

| | |
|---|---|
| Scholar-in-Residence | Syracuse University 2010-2011 |
| Faculty | School of Visual Arts<br>MFA: Photography and Related Media<br>MFA: Art Practice (Chair 2010 – present)<br>BFA: Fine Arts 2005 - present<br>School of Visual Arts, New York 2009 - |
| Lecturer | School of the Arts, Columbia University, 1997 - 1999 |

| | |
|---|---|
| Lecturer 1991 | Art History, (Senior Tutorials) Harvard University, 1983 - |
| Lecturer | California College of Arts and Crafts, Oakland<br>1982 (Video and Performance) |
| Faculty | San Francisco Art Institute, San Francisco<br>1979 – 1981) (Video and Performance) |
| Lecturer | California State University, Fullerton, 1977 |
| Lecturer | University of California, Irvine, 1976 |
| Lecturer | Graduate Program in Art Practice,<br>University of California, San Diego<br>1974 – 1975 (Video and Performance) |
| Instructor | New York State Maximum Security Correctional Facility<br>Auburn, NY 1972 - 1974 (Video and Performance) |

**Selected Exhibitions (as curator)**
(*Traveling)

Tomorrow, (co-curator with Sun Jung Kim), Kumho Museum & Artsonje Center, Seoul, Korea and Long March Space, Beijing, China, 2007

Peter Campus: A Survey, Antico Collegio de San Ildefonso, Mexico City, Mexico, August, 2003

Lorna Simpson: *31*, Claustro Sor Juana, Mexico City, Mexico, May, 2003

Quotidiana (with Nicholas Serota), Museum of Contemporary Art, Castello di Rivoli, Italy,
2001.

KoreAmericaKorea, Sonje Museum, Seoul, South Korea, 2001

*Bill Viola: a 25 Year Survey - (with Peter Sellars) Whitney Museum, traveling to LACMA, the Stedelijk Museum, The Museum fur Modern Kunst, SFMOMA, Chicago Art Institute, 1997 - 2000

*Multiple Identity - (with Eugenie Tsai) Traveling exhibition of Whitney Museum Permanent Collection, National Gallery, Athens, Contemporary Art Museum, Barcelona, Kunst Museum, Bonn, Castello de Rivoli, Turin, 1996 - 1997

*William Wegman - (with Martin Kunz) - Kunstmuseum Lucerne, Whitney Museum, 1991 - 1992

*Between Spring and Summer: Soviet Conceptual Art in the Era of Late Communism (with Elisabeth Sussman) Traveling exhibition, The Institute of Contemporary Art, Boston, Tacoma Art Museum, Tacoma, Des Moines Arts Center, Des Moines, 1990

*The BiNational: American and German Art of the Late 80's - Traveling pair of exhibitions at the ICA, Boston, and Kunsthalle, Dusseldorf. German exhibition circulated to Boston and Houston; American exhibition to Dusseldorf, Helsinki, and Athens, 1998 - 1989

Robin Winters: Think Tank - ICA, Boston, 1986

*Nicholas Nixon: New Contact Work - ICA, Boston, 1984

Ulricke Rosenbach: Video and Performance - ICA, Boston, 1983

Uncommonly Frank: Gehry's Houses - ICA, Boston, 1982

Funny/Strange: Video - ICA, Boston, 1982

*Joan Jonas: Video/Performance Retrospective - UAM, Berkeley, 1980

Richard Avedon: Retrospective - UAM, Berkeley, 1980

*Southland Video Anthology - Long Beach Museum of Art, 1975 and 1977

*Americans in Florence/Europeans in Florence: Video from Art/Tapes/22 - Long Beach Museum of Art, 1976

*Frank Gillette: Quidditas - Long Beach Museum of Art, traveled to UAM, Berkeley, ICA, Boston, 1975

*Circuit: A Video Invitational - Everson Museum of Art, traveled to Cranbrook Academy, LACMA, Henry Art Gallery, Greenville County Art Museum, Köln Kunstverein, 1973 - 1974

Terry Fox: Children's Tapes and Other Works - Everson Museum of Art, 1974

Peter Campus: Closed Circuit Works - Everson Museum of Art, 1974

Nam June Paik: Process and Meta-Process - Everson Museum of Art, 1973

*West Coast Video: Fox, Fried, Kos, Baldessari, Wegman and Nauman - Everson Museum of Art, 1972

Yoko Ono: This is Not Here - Everson Museum of Art, 1971

**Selected Exhibitions (supervised as Director)**

**San Francisco Museum of Modern Art**
(*Traveling)

*Sol LeWitt Retrospective

010101: Art in Technological Times

*Diane Arbus: A Retrospective

*Eva Hesse

**Whitney Museum of American Art**
(*Traveling)

*Bill Viola: A 25-year Survey

*The Art of Richard Diebenkorn

Whitney Biennial (1991, *1993, 1995, 1997)

*Keith Haring

*View From Abroad I (with Rudi Fuchs, Stedlijk, Amsterdam)

*View From Abroad II (with Jean-Christophe Amman, MMK, Frankfurt)

View From Abroad III (with Nick Serota, Tate Gallery, London)

*Agnes Martin Retrospective

*Black Male: Representations of Masculinity on Contemporary American Art

*Kienholz: A Retrospective

*Walker Evans and Dan Graham (with the Witte de With, Rotterdam)

*Nan Goldin: I'll Be Your Mirror

*Beat Culture and the New America

Making Mischief: DADA Invades New York

New York New York: City of Ambition

*Mike Kelley: Catholic Tastes

Joseph Stella

*Jean-Michele Basquiat: Retrospective

*Richard Avedon: Evidence 1944 - 1994

**ICA, Boston**

Montage and Everyday Life, 1991

*Between Spring and Summer: Soviet Conceptual Art in the Era of Late Communism, 1990

*On the passage of a few people through a rather brief moment in time: Situationist International, 1958 - 1962, 1989

Utopia Post Utopia: Configurations of Nature and Culture in Recent Sculpture and Photography, 1987

Endgame: Reference and Simulation in Recent Painting and Sculpture, 1986

Dissent: The Issue of Modern Art in Boston, 1985

Art and Dance: Images From the Modern Dialogue, 1984

## Education

1971 BS, Syracuse University,
Newhouse School of Communications

# CITY OF BEACON

COMMITTEE APPLICATION

**Name**
David Ross

**Address**
[redacted]

**Phone Number**
[redacted]

**Email**
[redacted]

**Committee(s) Of Interest**
Board of Assessment Review

**Education Experience**
See submitted CV.

**Interests & Skills**
Art, human rights,

**Area of Expertise**
Management of cultural institutions, teaching

**Reference Name**
[redacted]

**Reference Email**
[redacted]

**Reference Phone Number**
[redacted]

**Reference Relationship**
[redacted]

**Digital Signature**
David Ross

**Title:**

Resolution No. 92 - Authorizing the City Administrator to Execute an Intermunicipal Agreement with the County of Dutchess Concerning Public Safety Mutual Aid

**ATTACHMENTS**

Resolution Authorizing the City Administrator to Execute an Intermunicipal Agreement with the County of Dutchess Concerning Public Safety Mutual Aid

Draft Dutchess County IMA Concerning Public Safety Mutual Aid

Draft Dutchess County IMA Concerning Public Safety Mutual Aid Joinder

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 92 OF 2025**

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF DUTCHESS CONCERNING PUBLIC SAFETY MUTUAL AID**

**WHEREAS**, the City of Beacon wishes to enter into an intermunicipal agreement with the County of Dutchess to provide and receive public safety mutual aid services; and

**WHERAS,** the City of Beacon and all other signatory parties find that entering into said agreement is in the best interest of the participating government entities for the provision of inter-agency law enforcement services.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Beacon City Council hereby authorizes the City Administrator to execute an intermunicipal agreement with the County of Dutchess concerning public safety mutual aid services, subject to approval by the City Attorney as to form and substance.

**BE IT FURTHER RESOLVED**, that City Administrator is hereby authorized to execute any extensions or amendments to this Agreement subject to review and approval by the City Attorney as to form and substance.

| **Resolution No. 92 of 2025** | | **Date: October 6, 2025** | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ **Amendments** | | | | | | ☐ **2/3 Required** | |
| ☐ **On roll call** | | | | | | ☐ **3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

# PUBLIC SAFETY MUTUAL AID AGREEMENT

**THIS AGREEMENT**, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and the <Name of Municipality>, a municipal corporation whose address is <Street Address, City, State, Zip> (hereinafter referred to as the "MUNICIPALITY"), and **KIRK A. IMPERATI, THE SHERIFF OF THE COUNTY OF DUTCHESS**, with offices at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

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

**WHEREAS**, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

**WHEREAS**, General Municipal Law §119-n(c) and § 119-o further provide that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill said service, and personnel assigned to a joint service shall possess the same powers, duties, immunities and privileges they would ordinarily possess if they performed them in the area where they are employed; and

**WHEREAS**, the County of Dutchess, and its Sheriff's Office and (INSERT MUNICIPALITY) and its Police Department, employ their own Police Officers which currently provide police service to their own respective jurisdictions; and

**WHEREAS**, it is understood that the identity and name of participating municipalities may change from time to time, in accordance with the provisions hereof, but the terms of this Agreement shall define the relations and mutual obligations among the various participating municipalities, as to events, acts, or omissions which arise during, or arise out of any individual municipalities period of participation as a party to this Agreement; and

**WHEREAS**, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis;

**WHEREAS**, the Dutchess County Legislature has approved this type of Agreement by Resolution No. XXXXX;

WHEREAS, pursuant to GMU 209-m, the Dutchess County Legislature by Resolution No. XXXXX has delegated to the County Sheriff, or his designee the powers therein granted to a chief executive officer to request and grant police assistance;

**WHEREAS**, the INSERT MUNICIPALITY Legislature has approved this type of Agreement by Resolution No. XXXXX;

**WHEREAS**, pursuant to GMU §209-m, <<Municipality>> by local law/resolution XXXX, has

delegated to the chief of police of its police department or police force the powers therein granted to a chief executive officer to request and grant police assistance.

**WHEREAS**, the above Resolutions are attached hereto as Exhibit 'B";

**NOW THEREFORE**, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

DEFINITIONS.

All definitions set forth in Article 10, Section 209-m, and Section 207-c, as amended from time-to-time hereafter, are hereby incorporated into this Agreement and made part hereof as if fully set forth at length herein.

"Municipality" shall have the meaning defined in General Municipal Law §119-n.

"Requesting Party" shall mean the original Municipality from which any initial request for resources is made from any Responding Party.

"Responding Party" shall mean any party providing Resources upon request to any Requesting Party.

"Resources" shall mean a party's personnel, equipment, facilities, services, and materials that are available or potentially available for utilization under the Mutual Aid Agreement.

"New Party" shall mean any Municipality joining this Agreement by way of Joinder after the effective date herein.

1. PURPOSE OF THE AGREEMENT.
The purpose of this Agreement is to:

a. Formalize the relationship between the local governments and enhance and define the scope of the inter-agency cooperation;

b. Eliminate the need to follow the formal procedure set forth in General Municipal Law §209-m to request assistance from the other party in the form of personnel and or equipment;

c. Provide for more efficient utilization of law enforcement resources and services;

d. Provide for more efficient utilization of shared telecommunications systems of each agency for enhanced interoperability;

e. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations; including all types of law enforcement investigations;

f. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disaster, and violent situations; as well as routine law enforcement services which may not be met with the resources of one of the

parties to this Agreement;

g. Provide for the possible development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel; and

h. Provide for the possibility of obtaining and maintaining shared equipment. Officers will be trained in the use/operation of any specialized equipment, as required by the department, before engaging in the use of the equipment.

2. SCOPE OF AGREEMENT.
Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the local governments during those times of both:

a. Emergency, and

b. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request.

Examples of the above types of situations may include but not be limited to:

- Temporary assignment of law enforcement officers and/or equipment of one party to the other for assistance, patrol purposes, and response to calls for service where the officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;

- Response of officer(s) of one party into the other party's jurisdiction to provide backup for officers on or responding to calls which would require a two-officer response, and only one officer of the Requesting Party is available;

- Response of officer(s) of one party into the other parties jurisdiction to provide a specialized function or service in which officers of the responding police department are uniquely trained and/or equipped for (i.e., mobile field force, field intelligence, tactical team deployment, forensic response, drug task force, and underwater search and recovery);

- Conducting joint investigations and executions of warrants;

- Conducting joint fatal and serious physical injury motor vehicle accidents and maintaining a multi-jurisdictional investigative team and on call list;

- Conducting joint responses to high-risk tactical incidents, which may include maintaining a multiple agency tactical team(s);

- Conducting joint investigations into the operation of motor vehicles while under the influence of drugs utilizing trained Drug Recognition Experts from the various local governments and maintaining a rotating on-call list;

- Conducting joint training;

- Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;

- Sharing of all categories and types of equipment and facilities not specifically addressed in this document.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regards to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the officers and personnel of all of the local governments while working their pre-scheduled shift with the exception of pre-established on-call specialized investigative teams.

3. TERM OF THE AGREEMENT.
This Agreement shall be effective <<DATE>> and shall terminate on <<DATE>>, unless otherwise terminated as set forth herein.

4. RENEWAL.
This Agreement may be renewed automatically for successive terms of one (1) year, not to exceed five (5) years in total.

5. POWER AND AUTHORIZATION.
Each party authorizes the officers working at the time mutual aid is needed to communicate any request for temporary assistance from the other party. This request should be communicated by the supervisor or officer in charge of the shift of the requesting agency at the time, whenever possible. All requests for, or provisions of aid are at the discretion of the respective Sheriff or Chief. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale pre-planned events) should be made in advance and come through the respective Sheriff, or Chief. The judgment of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

The obligation to render mutual aid is strictly voluntary in nature. It does not place any of the local governments under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.

Each party agrees that the Responding Party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the Responding Party. Should a need for the loaned personnel and equipment arise within the territory of the Responding Party, then the Responding Party may recall such personnel and equipment or any part thereof. The Responding Party shall inform the Requesting Party of its intent to withdraw from the situation.

Pursuant to General Municipal Law sections §119-n(c) and § 119-o, officers assisting

another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

6. CONTROL OF PERSONNEL AND EQUIPMENT.
The officer in charge of the Requesting Party shall be in command of the operation(s) under which the equipment and personnel sent by the Responding Party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the Responding Party, if more than one officer responds. Command, however, may be relinquished to a ranking or senior officer of the party rendering assistance under the terms of this Agreement.

Additionally, each Municipality shall carry all police officers as an employee of the Municipality and shall be deemed the sole general employer of such officers. No Requesting Party under this Agreement shall be deemed a special employer to any Responding Party officers providing assistance under this Agreement.

For the purposes of this Agreement, when involved in routine law enforcement work of a non-emergency nature, temporary assignments and training exercises, the law enforcement agency from which the equipment is assigned, or which is providing the training, or which is sponsoring the training exercise shall be deemed the assisting local government.

Further, each party authorizes the respective Sheriff, Chief or their designee, to pre-arrange training exercises and programs, as well as temporary assignment of officers and/or equipment to another law enforcement agency for training or investigatory purposes.

7. WITHDRAWAL OF ASSISTANCE.
During an emergency, it may become necessary for the Responding Party to withdraw part or all of the personnel, equipment, or other support being provided to the Requesting Party. All parties acknowledge that assistance may be withdrawn when circumstances require redeployment of assets to the Responding Party's own jurisdiction. The primary responsibility of a law enforcement agency is to the citizens of its jurisdiction. Under certain unusual circumstances, emergencies may necessitate that support provided to another jurisdiction be withdrawn in whole or in part as a result of unforeseen emergencies that have developed in the Responding Party's own jurisdiction.

To the extent possible, jurisdictions adjacent to the Responding Party may endeavor to backfill vacancies left in a Responding Party's home jurisdiction to alleviate the need to recall responding personnel and equipment from an incident scene.

8. COMPENSATION AND EXPENSES.
All individuals shall retain their entire pension, disability, contractual and compensation rights (including workers' compensation and General Municipal Law 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government/municipality

employing the officer.

Neither participant, as a Requesting Party, shall be obligated to compensate the Responding Party for services rendered by or injuries to the Responding Party's personnel, or for the use or damage to the Responding Party's equipment. Specifically, and without limiting the foregoing, the Requesting Party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, General Municipal Law 207-C benefits, or for the payment of any other benefits to the personnel of the Responding Party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

9. LIABILITY AND INDEMNIFICATION.
Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of any mutual aid operations.

All immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering aid under this Agreement outside of its boundaries unless otherwise provided by law. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by local governments which are parties to this Agreement have in their own jurisdictions shall be effective in the jurisdiction in which they are giving aid unless otherwise provided by law or this Agreement.

10. INSURANCE REQUIREMENTS
Each municipality entering into this Mutual Aid Agreement will provide evidence of a Law Enforcement Liability Insurance Policy with limits of liability of at least $2,000,000 with an AM Best Rating of A- or better by AM Best Company.

11. RULES AND REGULATIONS.
At all times all officers operating under this agreement shall adhere to the policies and procedures of the department for which they are employed. Individual officers shall not use tactics or procedures that violate their own department policy, procedures, rules, or training. Officers of the Responding Party should take commands from supervisors in their own jurisdiction while responding to overall directives from the requesting department's incident commander. Officers shall only use tactics that they have been trained and are qualified to use. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall only be operated by personnel trained in the proper use of

same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

12. COOPERATION AND LINE OF DUTY DEATH OR INJURY.
In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

With respect to such incident, the Sheriff and Chief, or their designee, will fully communicate, consult, and cooperate with each other to ensure that a thorough, efficient and effective investigation or review is conducted, and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government directly involved.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

13. Seizure and Forfeiture of Assets
Any property or money seized during a situation in which mutual aid is being provided under this agreement, whether it be through federal or state forfeiture laws, shall be distributed in accordance with Section 1349 of the New York Civil Practice Law and Rules. Distribution of forfeiture proceeds shall be solely the responsibility of the Requesting Party.

14. APPROVAL AND MODIFICATION.
This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.

This Agreement may be changed, modified or amended by written Agreement of the participants, subject to the requirements of the first paragraph of this Article.

15. TERMINATION.
At any time during this Agreement, the Municipality, County and Sheriff shall have the right, upon ten (10) days' written notice to the other parties, with or without cause, to terminate this Agreement in whole or in part or to postpone, delay, suspend or abandon all or any part of the services provided hereunder. However, obligations previously incurred are not extinguished by the termination of the Agreement. Such termination,

postponement, delay, suspension or abandonment shall not give rise to any cause of action by the Municipality against the County or the Sheriff or the County or Sheriff against the Municipality for damages, loss of profits, expenses or other remuneration of any kind. A Municipality's termination shall not impact this Agreement as it relates to any other Parties and this Agreement shall continue in full force and effect between the remaining Parties.

16. CHOICE OF LAW, VENUE.
Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

17. NO ARBITRATION.
Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

18. NON-ASSIGNMENT.
This Agreement may not be assigned by the Municipality without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal Law §109 in the event of such unauthorized assignment.

19. NOTICE.
Except as otherwise provided in this Agreement, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

County Executive
County of Dutchess
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dutchess County Sheriff
108 Parker Avenue
Poughkeepsie, New York 12601

For each Municipality that is a member of this agreement, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties, as provided in each respective Joinder Agreement.

20. RETENTION OF RECORDS.
Each party to this Agreement agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

21. ENTIRE AGREEMENT.
The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement. Notwithstanding the above, the parties hereby agree that future municipalities may join this Agreement by executing a Joinder Agreement in accordance with Section 25 of this Agreement.

22. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.
This Agreement may be executed in any number of counterparts, all of which each of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

23. REQUIRED PROVISIONS OF LAW.
Each and every provision of federal, state or local law, rule or regulation, required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.

24. MISCELLANEOUS.
Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

25. JOINDER.
This Agreement shall come into effect as soon as it has been executed by two Parties (the "Effective Date"). Any one of the Parties hereto may withdraw from this Agreement in accordance with Section 15 of this Agreement entitled Termination, following which the Agreement shall continue in full force between the remaining Parties.

A Municipality may be added as a New Party to this Agreement if such New Party executes and delivers to the County of Dutchess Sheriff's Office a Joinder Agreement substantially in the form of Exhibit "A" attached hereto. All participating Parties shall be notified upon the Joinder of a New Party or withdrawal of a Party to this Agreement.

A New Party shall be bound by and subject to all terms and conditions of this Agreement as if they were an original signatory. All Parties to this Agreement, original or Joined thereafter, agree to perform their obligations to any New Party under this agreement as if they were an original signatory to this Agreement. The terms and conditions of this Agreement shall not be modified by any Joinder of a New Party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this ___ day of _____, 20___.

**ACCEPTED: COUNTY OF DUTCHESS**

_____
**SUSAN J. SERINO, COUNTY EXECUTIVE**

**ACCEPTED: <MUNICIPALITY>**

BY: _____
Print Name: _____
Title: _____

**ACCEPTED: <MUNICIPALITY>**

BY: _____
Print Name: _____
Title: _____

**ACCEPTED: <MUNICIPALITY>**

BY: _____
Print Name: _____
Title: _____

**ACCEPTED: <MUNICIPALITY>**

BY: _____
Print Name: _____
Title: _____

**APPROVED AS TO CONTENT:**

_____
Kirk A. Imperati, Sheriff

**APPROVED AS TO FORM:**

_____
Tracy J. Lindauer, Senior Assistant County Attorney

DRAFT

# JOINDER AGREEMENT

This JOINDER AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS SHERIFF'S OFFICE, a municipal corporation with offices at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the "County") and <<Municipality>>, (village, town, city), whose address is <<Address>>, <<City>>, <<State>> <<Zip>> (hereinafter referred to as the "Municipality").

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

WHEREAS, the County, pursuant to Resolution XXXXXX adopted a Mutual Aid Agreement for Countywide Law Enforcement Assistance on <<Date>> (the "Mutual Aid Agreement"); and

WHEREAS, <<Municipality>> desires to join the Mutual Aid Agreement and intends to make available for duty and use in the local government for which a request is made any part of the forces, equipment and supplies of the police department, police force or parkway police force of <<Municipality>>; and

WHEREAS, this agreement is undertaken pursuant to Article 5-G and Article 10, §209-m of the New York State General Municipal Law and pursuant to a duly adopted resolution(s) and/or Local Law(s) by the governing body of <<Municipality>> and <<Municipality>> hereby represents that they have duly adopted a Local Law authorizing the delegation of powers to the Chief of Police required by §209-m (3) of the New York State General Municipal Law, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to and in accordance with Section 26 of the Mutual Aid Agreement <<Municipality>> hereby acknowledges and agrees that <<Municipality>> has received and reviewed a complete copy of the Mutual Aid Agreement and shall be fully bound by, and subject to all the terms and conditions of the Mutual Aid Agreement as if it was a signatory to the original Mutual Aid Agreement; and

WHEREAS, any notice or communication required to be given, shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by certified mail, return receipt requested, addressed to the parties as follows or to such other addresses as the parties may designate in writing:

Municipality
Attn.: Office of the Mayor / Supervisor
<Address>
<City, State, Zip>

IN WITNESS WHEREOF, <<Municipality>> hereby joins the Mutual Aid Agreement by executing this Joinder Agreement made this ____ day of _____, 20____.

APPROVED AS TO FORM

BY: _____
County Attorney's Office

APPROVED AS TO CONTENT

BY: _____
Kirk A. Imperati, Sheriff

ACCEPTED: <<Municipality>>

BY: _____
PRINT NAME: _____
TITLE: _____

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Susan J. Serino
County Executive

DRAFT

**Title:**

Resolution No. 93 - Awarding a Contract to Renua Energy, Inc. for the Beacon Highway Garage Rooftop Solar Array Project

**ATTACHMENTS**

Resolution Awarding a Contract to Renua Energy, Inc. for the Beacon Highway Garage Rooftop Solar Array Project

City Engineer Memorandum Regarding Bid Results for the Beacon Highway Garage Rooftop Solar Array Project

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 93 OF 2025**

**AWARDING A CONTRACT TO RENUA ENERGY, INC. FOR THE BEACON HIGHWAY GARAGE ROOFTOP SOLAR ARRAY PROJECT**

**WHEREAS**, the City of Beacon published an advertisement, pursuant to General Municipal Law § 103 and Chapter 53 of the Beacon City Code, seeking qualified contractors for COB Bid No. 2025-014, the Beacon Highway Garage Rooftop Solar Array Project; and

**WHEREAS**, on September 16, 2025, one (1) sealed submission was received and opened for said bid; and

**WHEREAS**, the City Engineer recommends awarding the Beacon Highway Garage Rooftop Solar Array Project to the lowest responsible bidder, Renua Energy, Inc., which submitted a responsive and complete bid for said project, for a total base bid amount of two-hundred and eighty-eight thousand, eight-hundred and eight thousand dollars and ninety cents ($288,808.90).

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Beacon hereby awards COB Bid No. 2025-014, the Beacon Highway Garage Rooftop Solar Array Project, to Renua Energy, Inc. in the amount of two-hundred and eighty-eight thousand, eight-hundred and eight thousand dollars and ninety cents ($288,808.90).

**BE IT FURTHER RESOLVED**, the City Administrator is hereby authorized to execute an agreement and any amendments with Renua Energy, Inc., subject to approval by the City Attorney as to form and substance, and to take all actions necessary to effectuate the intent of this Resolution and to cause compliance with the agreement awarded to Renua Energy, Inc.

| **Resolution No. 93 of 2025** | | | **Date: October 6, 2025** | | | | |
|---|---|---|---|---|---|---|---|
| ☐ **Amendments** | | | | | | ☐ **2/3 Required** | |
| ☐ **On roll call** | | | | | | ☐ **3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

LANC & TULLY
Engineering and Surveying, D.P.C.

September 25, 2025

Mr. Christopher White
City Administrator
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

and

Mr. Micheal Manzi
Highway Superintendent
City of Beacon City Hall
1 Municipal Plaza
Beacon, NY 12508

RE: Beacon Highway Garage
Rooftop Solar Array
City of Beacon
Award Recommendation

Dear Mr. White & Mr. Manzi:

A singular (1) bid proposal was submitted and opened on September 16, 2025, for the ***Beacon Highway Garage Rooftop Solar Array*** project. The proposal was carefully reviewed; all multiplication between estimated quantities and unit prices checked; and addition of total prices checked against the total contract amount. Upon review of the submitted bid, an error was found in the bid form submitted by the perspective low bidder. Upon consultation with the City attorney, the bid was found to be acceptable. The submitted bid proposal, as corrected, was found to be complete.

The following tabulation shows the order from lowest bidder, the name of the bidder, the total contract amount, and the corrected contract amount if errors were found. The engineer's estimate for the project was approximately $400,000.00.

| NAME OF BIDDER | TOTAL CONTRACT AMOUNT | CORRECTED CONTRACT AMOUNT |
|---|---|---|
| Renua Energy Inc.<br>Clifton Park, NY | $257,235.00 | $288,808.90 |

The lowest responsible bidder is Renua Energy, Inc., with the total base bid corrected amount of $288,808.90.

Renua Energy, Inc. has submitted information related to projects in which they have completed similar work as outlined within the proposed project. References supplied were called and checked to verify the work completed by the prospective low-bidder and were found to be acceptable. In our opinion, Renua Energy, Inc. should be considered the lowest responsible bidder based upon the submitted information and Chapter 53 of the City Code. Along with the bid, the contractor has submitted a Non-Collusive Bidding Certificate, and a Bid Bond.

It is our recommendation to the City Council to award the ***Beacon Highway Garage Rooftop Solar Array*** project to Renua Energy, Inc.

If you have any questions, or need any further information, please do not hesitate to contact our office.

Very truly

*LANC & TULLY, P.C.*

John Russo, P.E.

Cc: Nick Ward-Willis, City Attorney

**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

Resolution No. 94 - Requesting the State of New York Transfer Ownership of the University Settlement Camp Property to the City of Beacon

**ATTACHMENTS**

Resolution Requesting the State of New York Transfer Ownership of the University Settlement Camp Property to the City of Beacon

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 94 OF 2025**

**REQUESTING THE STATE OF NEW YORK TRANSFER OWNERSHIP OF THE UNIVERSITY SETTLEMENT CAMP PROPERTY TO THE CITY OF BEACON**

**WHEREAS**, the City of Beacon ("City") and the State of New York ("State") executed a Cooperative Operation and Maintenance Agreement on November 21, 2007 ("Agreement") for approximately 50.2 acres of former camp property located at 724 Wolcott Avenue in the City of Beacon, which was known as the University Settlement Camp ("Settlement Camp"), and referenced as Parcel No. 130200-6054-13-126252; and

**WHEREAS**, at its taxpayer's expense, the City has maintained and operated the Settlement Camp since 2007 for public park and recreation purposes, including public swimming, children's summer camp, free public disc golf course, outdoor recreation, conservation and education, special events, and other public uses; and

**WHEREAS**, the City desires to obtain fee ownership of the Settlement Camp, in order to make much-needed capital investments in the property's water and wastewater systems, aging buildings, structures, and grounds, many of which have a useful life that extends beyond the original 20-year term of the Agreement ending in 2027 and the potential renewal term of 20-years ending in 2047; and

**WHEREAS**, the City would continue to operate the Settlement Camp for public park and recreational purposes if granted fee ownership of the property and would manage the property as it does its other public parks.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Beacon hereby requests that the State of New York transfer fee ownership of the Settlement Camp to the City for a nominal fee.

**BE IT FURTHER RESOLVED, that** the City Council of the City of Beacon hereby directs the City Clerk to send a copy of this resolution to New York State Governor Kathy Hochul, New York State Parks, State Senator Rob Rolison, and State Assemblymember Jonathan Jacobson.

**BE IT FURTHER RESOLVED**, that the City Administrator is hereby authorized to negotiate and execute any agreements and other documentation with the State of New York that may be required for the proposed transfer of the Settlement Camp.

| **Resolution No. 94 of 2025** | | **Date: October 6, 2025** | | | | | |
|---|---|---|---|---|---|---|---|
| ☐ **Amendments** | | | | | ☐ **2/3 Required** | | |
| ☐ **On roll call** | | | | | ☐ **3/4 Required** | | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

**Title:**

Resolution No. 95 - Setting a Public Hearing for a Proposed Local Law Concerning the Train Station District

**ATTACHMENTS**

Resolution Setting a Public Hearing for a Proposed Local Law Concerning the Train Station District

Draft Local Law Concerning the Train Station District

Draft Schedule of Dimensional Regulations

Draft Schedule of Permitted Uses

City of Beacon Zoning Map

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 95 OF 2025**

**RESOLUTION REFERRING A PROPOSED LOCAL LAW CONCERNING THE TRAIN STATION DISTRICT TO THE CITY OF BEACON PLANNING BOARD AND DUTCHESS COUNTY PLANNING BOARD FOR A REPORT AND RECOMMENDATION**

**WHEREAS**, the City of Beacon is considering a local law which would amend the City's zoning code concerning the Train Station District; and

**WHEREAS**, the City Council wishes for both the City of Beacon and Dutchess County Planning Boards to provide a report and recommendation on the proposed local law.

**NOW THEREFORE, BE IT RESOLVED THAT**, the City Council hereby refers a Proposed Local Law amending City Code Chapter 223 concerning the Train Station District to the City of Beacon Planning Board and the Dutchess County Planning Board for a report and recommendation to the City Council; and

**BE IT FURTHER RESOLVED THAT** the City Council hereby schedules a public hearing for November 3, 2025 at 7:00 pm for a Proposed Local Law concerning the Train Station District.

| **Resolution No. 95 of 2025** | | | **Date: October 6, 2025** | | | | |
|---|---|---|---|---|---|---|---|
| □ **Amendments** | | | | | | □ **2/3 Required** | |
| □ **On roll call** | | | | | | □ **3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

**PROPOSED LOCAL LAW NO. ___ OF 2025**

**CITY COUNCIL**
**CITY OF BEACON**

**A LOCAL LAW AMENDING CHAPTER 223 OF THE BEACON CITY CODE CONCERNING THE TRAIN STATION (TS) DISTRICT**

A LOCAL LAW to amend Chapter 223 of the Beacon City Code concerning the change of the Waterfront Development (WD) Zoning District into the Train Station (TS) District .

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

**Section 1.** Chapter 223 of the Beacon City Code, Article II – Establishment of Districts; Map; Boundaries, Section 223-2 entitled "Establishment of Districts," Subsection E is hereby amended as follows:

§ 223-2 **Establishment of districts.**

…

**E.** ~~WD Waterfront Development~~TS Train Station District ~~Zone~~.

…

**Section 2.** Chapter 223 of the Beacon City Code, Article II – Establishment of Districts; Map; Boundaries, Section 223-3 entitled "Zoning Map" is hereby amended to change the name of the "Waterfront Development" and "WD" zoning district labels shown on the Zoning Map of the City of Beacon to the "Train Station District" and "TS" zoning district, respectively, and in each instance.

**Section 3.** Article IVA of Chapter 223 of the Beacon City Code entitled "Waterfront Zones" is hereby renamed as follows:

Article IVA **Waterfront ~~Zones~~ and Train Station Area**

**Section 4.** Chapter 223 of the Beacon City Code, Article IVA – Waterfront and Train Station Area, Section 223-41.4 entitled "Waterfront Development (WD) Zone is hereby renamed to the "Train Station (TS) District" and amended as follows:

§ 223-41.4 ~~Waterfront Development (WD) Zone~~**Train Station (TS) District .**

This article establishes a comprehensive review for land uses in the Train Station (TS) District. Development within the TS shall be governed by this article, except to the extent that this article specifically incorporates by reference other sections of this chapter. In the event that any other provision of this chapter is inconsistent with the provisions of this article, then the provisions of this article shall control.

**A.** Purpose. The purposes of this section shall be as follows:

**(1)** To encourage compact, mixed-use, pedestrian-oriented development near transit facilities that supports increased mobility, housing choice, and economic vitality while balancing automobile dependence~~stimulate the revitalization of the City and its waterfront by establishing a well-designed central focus for the City's waterfront area~~.

**(2)** To provide for land uses consistent with the Beacon Local Waterfront Revitalization Plan and Comprehensive Plan, including residential and ~~waterfront~~ commercial uses, to serve as a catalyst for the economic and physical revitalization of the entire waterfront area.

**(3)** To encourage a mix of uses ~~on the waterfront~~ with a consistent set of design standards to assure a unified and comprehensively planned development that will function effectively and achieve a high standard of site planning and architectural design.

**(4)** To eliminate deteriorated structures and incompatible, visually unattractive or otherwise deleterious land uses.

**(5)** To increase pedestrian public access to, and the potential for the enjoyment of, the waterfront and public park(s) and to integrate that access with existing and anticipated pedestrian public access opportunities on adjacent public lands.

**B.** Permitted principal uses. Permitted principal uses shall be those uses listed in the Schedule of Uses ~~as follows, subject to a requirement that a minimum of 25% of the total development's floor area within 400 feet of the train station shall be permitted nonresidential uses, not including artist live/work spaces~~. Additionally, the City Council may permit by resolution other uses which are similar to those uses permitted in the Schedule of Uses within the TS District~~, which must be built out before or concurrently with any residential development of the site~~:

~~(1) Any principal use permitted in the WP Zone.~~

~~(2) Residential multifamily dwelling unit.~~

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~~(3) Convenience retail and personal service shop designed to serve the needs of area residents and commuters.~~

~~(4) Restaurant, bar, or brew pub.~~

~~(5) Inn, hotel, fitness center, spa, or day-care centers.~~

~~(6) Art, craft, or fine arts gallery.~~

~~(7) Office. The Planning Board may limit the extent of office uses on the first floor, depending on the building location within the overall development.~~

~~(8) Professional, small business and service facilities in the lower floors of multistory residential buildings.~~

~~(9) Artist live/work spaces.~~

~~(10) Public square, plaza, promenade, or pocket park.~~

~~(11) Public or semipublic use; live theater, concert hall, museum, or meeting room suitable for social, civic, cultural or education activity.~~

~~(12) Conference space or conference center.~~

~~(13) Microbrewery or microdistillery.~~

~~(14) Other use similar to the above uses as determined by resolution of the City Council.~~

~~(15)~~(1) ~~Wireless telecommunication services facilities, subject to § 223-26.4.~~

~~C.~~ ~~Special permit uses. The following uses may require a special permit:~~

~~(1) (Reserved)~~

~~D.~~C. Permitted accessory uses. Permitted accessory uses shall be as ~~follows:~~set forth in the Schedule of Uses.

~~(1) Public festivals, street fairs, craft and art fairs and concerts. (Requires prior approval from City Council under § 23-7 of the City Code.)~~

~~(2) Uses customarily incidental to permitted uses, and support facilities necessary to serve permitted uses.~~

~~(3) Public garages and off-street parking.~~

~~(4) Enclosed storage.~~

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**(5)** Rooftop gardens, greenhouses and solar collectors.

**(6)** Public or semipublic accessory uses, such as bandshells, kiosks and gazebos.

**(7)** Short-term rentals in any dwelling unit, or room(s) therein, located in a one-family home, two-family home, accessory apartment, or multifamily dwelling, as provided in § **223-26.5**.

**E.** Procedure for review of waterfront development proposals.

**(1)** Each waterfront development project shall require:

**(a)** Special permit approval by the Planning Board; and

**(b)** Site plan approval by the Planning Board.

**(2)** The Planning Board's review of a special permit application for a waterfront development project or projects shall also include review of a waterfront development concept plan, which contains a proposed designation of the appropriate land uses, or a range of land uses, for the overall development of the site. The purpose of this review is to assure that the site will be developed in accordance with an overall comprehensive plan, even though the total waterfront development may consist of several separate waterfront development projects, which might be constructed at different times.

**F.** Application fees. Applications to the Planning Board as provided herein shall be accompanied by the appropriate fees which may be set from time to time by the City Council for such applications. If such fees are not sufficient to defray the costs of review, the applicant shall also be required to pay such additional fees as may be necessary for the reasonable expenses of technical assistance to the City in reviewing the technical aspects of the application.

**G.** Procedure for special permit and waterfront development concept plan review.

**(1)** Application. The application for a waterfront development special permit for one or more waterfront development projects shall be submitted to the Planning Board. The application shall consist of narrative text, drawings and/or illustrations describing the proposed waterfront development project and concept plan. Drawings shall be submitted approximately to scale, but need not be to the precision of a finished engineering drawing, or a final site plan. The application shall include the following:

**(a)** A written description of the waterfront development project(s) and concept plan and a description of the manner in which such proposal meets the purposes of the Waterfront Development Zone; how it is consistent with the City of Beacon Local Waterfront Revitalization

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Plan; and describing the manner in which the public interest would be served by the proposed waterfront development, including the description of the benefits to the City as a whole and the waterfront neighborhood.

**(b)** A land use plan showing the various proposed land uses and their spatial arrangement, including the proposed general location of buildings, parking areas, public, community and/or recreation facilities, utility and maintenance facilities and open space.

**(c)** An indication of the approximate square footage of buildings and the approximate number of dwelling units of each housing type and size.

**(d)** An indication of the appropriate number of parking and loading spaces in relationship to their intended use, accompanied by a description of any alternative means of parking to be utilized.

**(e)** A general indication of any phasing of construction.

**(f)** The general configuration of the interior road system and connection/access to the adjoining road system.

**(g)** Waterfront development concept plan showing the relation of the proposed uses to existing and proposed uses adjacent to the site.

**(h)** The general configuration of the pedestrian circulation system, including the general location of any public access to or along the riverfront, and the connection of such pedestrian passageways to adjoining properties.

**(i)** The proposed architectural treatment of views and viewing points from the site to the Hudson River; to the site from the Hudson River and from Riverfront Park and Dennings Point; and over the site from any viewsheds identified in the LWRP.

**(j)** Descriptions, sketches and elevations showing the general architectural treatment and design scheme contemplated for the entire development and specifically for any public spaces or major elements of the site plan.

**(k)** Such additional information as the Planning Board may deem necessary in order to properly evaluate the application.

**(2)** Planning Board review of special permit and waterfront development concept plan application.

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~~(a) Environmental compliance.~~

~~[1] The approval of a waterfront development project is an action under the State Environmental Quality Review Act, and all proceedings to review such project shall comply with applicable requirements of SEQR.~~

~~[2] Upon receipt of an application for a special permit and waterfront development concept plan, the Planning Board shall commence a coordinated review under SEQR and institute lead agency procedures after identifying all involved and interested agencies, as provided by law.~~

~~[3] Because any waterfront development will constitute an important element in the implementation of the City's Local Waterfront Revitalization Plan, the preparation of a Draft Environmental Impact Statement shall be required by the lead agency. Such DEIS shall comply with all requirements of law. To the extent possible in accordance with law, the DEIS submitted in connection with the special permit and waterfront development concept plan approval shall be sufficiently specific so as to eliminate the need for additional and/or supplemental DEIS's during the site plan stage of the approval process.~~

~~[4] To the extent possible in accordance with law, the preparation of the DEIS shall be integrated into the existing agency review processes and should occur at the same time as the other agency reviews, including the special permit and waterfront development concept plan review. When a SEQR hearing is to be held, it should be conducted jointly with other public hearings on the proposed action, whenever practicable.~~

~~[5] Notwithstanding Subsection G(2)(a)[1] through [4] immediately above, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, and where a lead agency has been established and has scoped a DEIS for the overall waterfront development project, said phase (or phases) may be segmented for the purposes of environmental review in accordance with the provisions of SEQR. In such case, the lead agency shall require the preparation of a full environmental assessment form (EAF) for its use in rendering a determination of significance regarding said phase(s). Further, the lead agency shall notify all involved and~~

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interested agencies that the phase(s) will be segmented and shall send a copy of the EAF with said notification.

**(b)** Special permit approval. The Planning Board may authorize the issuance of a special permit for a waterfront development project, provided that it shall find that the following conditions and standards have been met.

[1] The proposed waterfront development project will fulfill the purposes of the waterfront development zone.

[2] The proposed waterfront development project meets the Waterfront Development Design Standards set forth in § 223-41.4J, to the extent applicable at the special permit stage.

[3] The proposed waterfront development project will be in harmony with the appropriate and orderly development of the City's waterfront area.

[4] The proposed waterfront development project will not hinder or discourage the appropriate development and use of adjacent lands.

[5] The proposed land uses will be in accordance with the approved waterfront development concept plan.

[6] The proposed waterfront development uses meet the standards of § 223-41.4B.

[7] The proposed project is otherwise in the public interest.

**(c)** Conditions. In approving any waterfront development concept plan and special permit, the Planning Board may attach such conditions, safeguards and mitigation measures as it deems necessary or appropriate to assure continual conformance to all applicable standards and requirements and to fulfill the intent and purposes of this chapter.

**(3)** (Reserved)

**(4)** Time periods for development pursuant to special permit. At the time of approving a special permit, the Planning Board may set forth the time period in which construction is to begin and be completed. The Planning Board may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has

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~~proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.~~

~~**(5)** Revisions to waterfront development special permit. After approval of a waterfront park special permit, any proposed revisions in the approved special permit shall be submitted to the Planning Board or its designee. The Planning Board, in its discretion, shall determine the appropriate procedures for consideration of the proposed revisions, and whether such revision is material enough to require further environmental analysis, further project review and/or a further hearing, as it may deem appropriate.~~

~~**(6)** Processing of phases comprised of Waterfront Park District uses. Notwithstanding other provisions of the waterfront development review and approval process, where a waterfront development project includes a phase (or phases) comprised solely of uses permitted in the Waterfront Park District, the Planning Board may process and grant special permit approval to said phase(s) in advance of the complete processing of the overall project so long as the SEQR process has been complied with in accordance with the provisions of § 223-41.4G herein; said phase is an integral part of an appropriate waterfront development concept plan, as determined by the Planning Board; and the overall review and approval process for waterfront development special permits as outlined herein, including all referrals and hearings, has been complied with for said phase(s). After the granting of special permit approval, said phase(s) may proceed to site development plan review and approval for said phase(s) in accordance with Subsection H immediately below.~~

~~H.~~**D.** Site ~~development~~ plan review. ~~After approval of the waterfront development special permit the~~Each project shall require site plan approval by the Planning Board pursuant to § 223-25A. The Planning Board may grant site plan approval ~~to a waterfront development project~~as follows:~~.~~

**(1)** Application for site plan approval. The application for site ~~development~~ plan approval shall contain all the material set forth in § **223-25B** of this Zoning Ordinance. In addition, the applicant shall submit the following:

**(a)** Information to establish that the proposed site plan meets the ~~waterfront development~~ standards set forth in Subsection **E~~J~~**.

~~**(b)** Information to establish that the proposed site plan is in substantial conformance with the approved waterfront development concept plan.~~

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~~(c)~~(b) Preliminary elevations showing the general architectural and design treatment of all buildings, public and open spaces and other site plan elements.

~~(d) Information to establish the relationship of the proposed project to later elements of the development of the site, including any other adjacent and nearby lands that are not part of the applicant's planned waterfront development projects.~~

~~(e)~~(c) Such other information as the Planning Board may reasonably require in order to evaluate the site plan application.

~~(f)~~(d) Application fees ~~as may be required pursuant to Subsection F~~.

**(2)** Planning Board review of site plan.

**(a)** The Planning Board shall conduct a detailed review of the adequacy, location, arrangement, design and appearance of each aspect of the proposed development. ~~While the scope of the Planning Board's review of the site plan will generally relate to the waterfront project at issue, T~~the Planning Board shall have the authority to assure that aspects of the overall development of the site (e.g., stormwater management, domestic water and fire protection, sanitary sewer, all utilities, streets, etc.) shall be adequate to suit the purposes and needs of the ~~entire waterfront~~ area, as it is finally developed.

**(b)** In acting on any site ~~development~~ plan application, the Planning Board shall take into consideration ~~any approved special permits and waterfront development concept plans,~~ the proposed design and layout of the entire ~~waterfront area~~district, including the proposed location, height and buffer of buildings, traffic circulation within and without the site, provision of off-street parking, exterior lighting, display of signs, landscaping, buffer areas and open spaces and architecture and design, so that any development will have a harmonious relationship with the existing or permitted development of contiguous land and of adjacent neighborhoods, and so that pedestrian and vehicular traffic will be handled adequately and safely within the site and in relation to the adjoining street system. Particularly, the Planning Board shall assure that the proposed site plan meets the ~~waterfront development~~ standards set forth in Subsection **E~~J~~**.

~~(c) The proposed site development plan shall be in general conformance with the waterfront development concept plan. While the waterfront development concept plan approval will approve a general layout on~~

~~the site, the individual site plans for particular waterfront development projects will provide detailed building envelopes, elevations and site design details regarding proposals for various projects within the site. The Planning Board may exercise its discretion in allowing minor variations from the waterfront development concept plan so long as the site plan is, in the Planning Board's judgment, generally in keeping with the waterfront development concept plan. In no case, however, shall the Planning Board have the authority to approve a total number of dwelling units or total density in the waterfront development which exceeds the number approved as part of the special permit and waterfront development concept plan. Nor shall the Planning Board have the authority to approve the total square footage of nonresidential space above that approved in the special permit.~~

**(3)** Time period for construction. At the time of approving the site plan, the Planning Board may set forth the time period in which construction is to begin and be completed. The Planning Board may, in its discretion, extend any time period it has previously set where it finds that changing market conditions or other circumstances have acted to prevent the timely commencement or completion of work, and that the developer has proceeded with reasonable diligence in an effort to assure completion of the work within the permitted time period. The extension of these time periods shall not require the holding of a new public hearing.

~~**(4)** Adjustments to site plan during construction. During the construction of an approved site plan, the Building Inspector or the City Engineer may authorize minor adjustments to the approved plans which are consistent with the overall approved site plan, when such adjustments appear necessary in the light of technical or engineering considerations which develop during actual construction, or when such adjustments are required in order to comply with law, rules or regulations made applicable to the subject property by any agency or instrumentality of the United States, New York State, Dutchess County or City government. The Building Inspector or City Engineer may, in his discretion, refer any such proposed change to the Planning Board for review. The Planning Board may determine to treat the modification as a minor site plan adjustment under this section or to treat it as a site plan amendment under Subsection **G(5)**. If treated as a minor site plan adjustment, the Planning Board may authorize the Engineer or Building Inspector to approve the requested change.~~

~~**(5)** Site plan amendments. If the Planning Board determines that the character of the proposed changes requires a site plan amendment, the Planning Board shall process the application as an amended site plan under this Subsection **G(5)** and~~



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~~shall have discretion to determine the extent of further environmental analysis and project review that is required. After appropriate review, the Planning Board shall approve the site plan amendment by resolution.~~

~~I. Subdivision within a waterfront development. The Planning Board may review any proposed subdivision applications within a waterfront development at any time. Any requests for subdivision approval shall follow the procedures set forth in the City of Beacon's Subdivision Regulations. The bulk standards, setbacks and other dimensional requirements of the WD Zone shall apply to the gross land area of the total waterfront development, whether or not the gross land area is or will remain in one ownership, and shall not apply to individual or subdivided lots.~~

~~J.~~E. Development standards ~~for Waterfront Development District~~. It is essential that development in this district meet the following ~~development~~ standards.

**(1)** Comprehensive design. The ~~WD~~ TS Zone allows for ~~flexibility of design to encourage innovative~~ site planning and ~~creative~~ use of the two specified areas ~~specified~~: north area and south area. While the TS ~~WD~~ north area is expected to contain primarily residential development, the southern portion of the district is expected to contain various elements of mixed-use development (e.g., residential, commercial, retail, cultural, etc.). Each area must be planned with a comprehensive plan for ingress, egress, circulation and utility service. The architectural styles of various buildings must be compatible within each ~~portion~~ area of the TS ~~WD~~ district and must attain high standards of design.

**(2)** Relationship to river and ~~MNRR~~ train station. All elements of a project within the TS ~~WD~~ Zone shall ~~also be sensitive to~~consider the site's relationship to the river and the ~~MNRR~~ train station, and shall be designed accordingly.

**(3)** Provision of view corridors. The sites shall be developed in such a way as to preserve important public views from upland locations as specified but not limited to view corridors identified in the Local Waterfront Revitalization Program (LWRP). For the TS ~~WD~~ north area, building rooflines should step down, from north to south, to follow contour and elevation of the topography directly to the east of the development site. For the TS ~~WD~~ south area, building roofline should step down, from east to west, to protect views from Beekman and River Streets to maximum extent practicable. No building in the TS south area shall ~~be taller than~~exceed 32 feet in height as measured from the ~~above~~ average grade at the curb line of Beekman Street, consistent with the bulk regulations of §223-41.7 and as illustrated in Attachment 4.

**(4)** Architectural design standards.

**(a)** The various elements of any project shall be integrated by cohesive architectural treatment and compatible design.

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**(b)** Buildings shall be designed in consideration of appearance from all vantage points.

**(c)** Architectural elements shall be used to provide visual interest, reduce apparent scale of the development and promote integration of the various design elements in the project.

**(d)** Groups of related buildings shall be designed to present a compatible appearance in terms of architectural style. Compatible appearance should seek to achieve non-excessive difference rather than identical similarity.

**(e)** Building lines shall be varied to the extent practicable in order to provide an interesting interplay of buildings and open spaces.

**(f)** Appurtenances on buildings and auxiliary structures, such as mechanical equipment or water towers, parking facilities, or storage buildings, shall receive architectural treatment and screening consistent with that of principal buildings.

**(g)** Parking decks should be screened from public view to maximum extent practicable~~, preferably with "green screen" techniques~~. Screening should prioritize "green screen" or similar landscaped treatments (such as climbing vines, living walls, or planter systems) to soften the appearance of the structure. Where green screening is not feasible due to site constraints or maintenance considerations, alternative architectural treatments – including decorative façade panels, louvers, patterned masonry, or other high-quality materials – may be used, provided they achieve an equivalent level of visual mitigation and complement the design of adjacent buildings and streetscape."

**(h)** Buildings should have a top-floor cornice feature and first-floor architectural articulation, such as a storefront with a secondary cornice or an architecturally emphasized entrance doorway, to accent the central body of the building.

**(i)** Wherever practicable, buildings should employ texture or additional detailing to accentuate the base of buildings and provide human scale.

**(j)** Architectural features and windows should be continued on all sides of the building that are clearly visible from a street or public parking area, avoiding any blank walls, except in cases of existing walls or potential common property walls. Larger buildings shall incorporate

significant breaks in the facades and rooflines at intervals of no more than 35 feet.

**(k)** Primary individual window proportions shall be greater in height than in width. Mirrored, reflective, or tinted glass, all-glass walls, and exterior roll-down security gates shall not be permitted. Any shutters shall match the size of the window opening, appear functional, and be attached to the window frame.

**(l)** Building elements that provide additional architectural interest, such as bay windows, and cornices, but not including balconies or porches, may encroach up to two feet beyond the front line if the bottom of the encroaching building elements is at least 12 feet above grade.

**(m)** Metal, glass or canvas-type awnings and canopies or projecting signs are encouraged and may encroach up to six feet for awnings and three feet for signs into the front setback and over the sidewalk above seven feet. Vinyl awnings are discouraged unless the applicant can demonstrate to the Planning Board's satisfaction that the finish and design of such awning are of high quality, aesthetically pleasing and meet the intended standards of the district, as determined by said Board.

**(n)** Buildings, excluding entrances to parking structures or areas of a building solely for parking, shall have a front entrance door facing the primary street and connected to the sidewalk. Front entrance doors for commercial buildings and retail storefronts shall be active and provide main access during business hours.

**(o)** Commercial buildings, excluding parking structures or areas of a building solely for parking, shall have at least 70% glass on the first-floor facades, located between two feet and 10 feet above the sidewalk. Residential buildings shall have at least 30% glass on the first-floor facades.

**(p)** Finish building materials should be wood, brick, traditional cement-based stucco, stone or fiber-cement siding or other material deemed acceptable by the Planning Board. Vinyl, aluminum or sheet metal siding or sheet trim, exposed concrete blocks or concrete walls, plywood or other similar prefabricated panels, unpainted or unstained lumber, synthetic stone or brick, or synthetic stucco, exterior insulation and finishing system (EIFS), or direct-applied finish system (DAFS), and chain link fencing shall not be permitted.

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**(5)** Energy efficiency. The plan for development of any project shall be designed and arranged in such a way as to promote energy efficiency to the maximum extent practicable for all buildings. All buildings should meet or exceed LEED Silver rating or equivalency.

**(6)** Landscaping, screening and buffering.

**(a)** All sidewalks, open spaces, parking areas and service areas shall be landscaped and/or paved in a manner that will harmonize with proposed buildings. Materials for paving, walls, fences, curbs, benches, etc., will be attractive, durable, easily maintained and compatible with the exterior materials of adjacent buildings.

**(b)** The Planning Board may require buffer landscaping, fencing or screening to separate land uses, and to screen utility buildings, refuse collection areas, cooling systems and other similar installations and features.

**(c)** All plants, trees and shrubs shall be installed in accordance with a planting schedule provided by the developer and approved by the Planning Board. Landscape materials selected shall be appropriate to the growing conditions of the shoreline environment and this climatic zone.

**(7)** Lighting. Streets, drives, walks and other outdoor areas shall be properly lighted to promote safety and encourage pedestrian use. All exterior lighting for the project shall be directed downward or otherwise appropriately shielded and designed to minimize excessive light. It shall have an attractive appearance compatible with the overall project design and waterfront character. Lighting type, number and locations shall be subject to Planning Board review and approval as part of the site plan review.

**(a)** Lighting fixtures shall be a maximum of 15 feet in height, except pole lights in rear parking lots shall be a maximum of 20 feet high.

**(b)** All exterior lighting shall comply with the standards in § **223-14B**.

**(8)** Signage.

**(a)** All signs shall be planned and designed in accordance with an overall comprehensive signage plan, which shall be subject to Planning Board review and approval as part of site plan review.

**(b)** All signs shall be of a size and scale as determined appropriate by the Planning Board to accomplish their intended purpose.

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**(9)** Vehicular circulation system and traffic access. The rights-of-way and pavement widths for all internal streets, drives, parking structures, walks or other access ways for vehicles and/or pedestrians shall be determined on the basis of sound current planning and engineering standards, which shall accommodate projected demand but minimize impervious surface to the maximum extent possible.

**(10)** Public access. While development in ~~WD~~ the TS north area is expected to be primarily residential, development in ~~WD~~ the TS south area is expected to accommodate public access to the ~~MNRR~~ train station and Beacon waterfront. This will require certain private elements for the security and benefit of its residents and property owners. A clear boundary should be maintained between publicly accessible and private space. Development that provides access to the ~~MNRR~~ train station (i.e. the ~~WD~~ TS south area) public pedestrian access should be created in a manner which:

**(a)** Enhances existing public access opportunities to the riverfront, in furtherance of the City's Comprehensive Plan and Local Waterfront Revitalization Program (LWRP) and the state's coastal policies.

**(b)** Coordinates such public access with existing or anticipated opportunities for public access to the ~~MNRR~~ train station and Beacon waterfront west of the railroad tracks.

**(c)** Provides a public promenade along length of development facing the river.

**(11)** Off-street parking and loading shall be provided in accordance with § **223-26**.

**(a)** General parking requirements.

[1] Off-street parking and loading areas shall be designed with careful regard to their relationship to the uses served and to the objectives for other open spaces. They shall be coordinated with the public street system serving the project in order to avoid conflicts with through traffic or obstruction to pedestrian walks.

[2] Parking and loading facilities not enclosed in structures shall be suitably landscaped and/or screened as determined appropriate by the Planning Board.

**(12)** On-site utilities and services:

**(a)** Underground lines. All on-site television, power and communication lines, as well as on-site water, sewer and storm drainage lines, shall

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be installed underground in the manner prescribed by the regulations of the government agency or utility company having jurisdiction. Any utility equipment which will be necessarily located above ground will be adequately screened from view in an attractive manner.

**(b)** Approval of appropriate jurisdiction. All buildings within the waterfront development and train station zones ~~projects~~ shall be served by water supply, sanitary sewage and stormwater drainage systems as approved by the appropriate government agency or agencies having jurisdiction thereof. Stormwater drainage shall minimize siltation and nonpoint source discharge of salted areas and any other pollutants. Best management practices shall be required.

~~**(c)** Television hookups. Television hookups shall either be by cable television or a central antenna system designed to minimize adverse aesthetic impact.~~

~~**(d)**~~**(c)** Refuse collection. The waterfront development shall provide an adequate means of separation, and storing refuse between collections, which shall comply with all applicable City requirements, including recycling requirements. Such storage systems shall be designed to minimize adverse aesthetic impact.

~~**(e)**~~**(d)** Cooling systems. Cooling systems shall be designed so as to minimize adverse aesthetic and noise impacts.

**(e)** Placement of utilities. Where possible, all utilities shall be placed within the right-of-way, and all possible steps shall be taken to avoid placement of utilities under the pavement, in order to assure ease of future maintenance.

**(f)** Rooftop structures and equipment. A separate plan shall be submitted detailing all rooftop structures and equipment, including, but not limited to, utility equipment. Provision shall be made for screening and aesthetic considerations related to both visual and noise impacts to public views from higher elevations and river locations as specified but not limited to view corridors identified in the Local Waterfront Revitalization Program (LWRP).

**(13)** Floodplain. The ~~waterfront~~ TS development plan shall comply with the applicable provisions of ~~the Beacon Local Law for Flood Damage Prevention~~Chapter 123 of this Code.

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**Section 5.** Chapter 223 of the Beacon City Code, Article IVA – Waterfront and Train Station Area, Section 223-41.7 entitled "Bulk regulations applicable to Waterfront Development Zone," is hereby amended as follows:

§ 223-41.7 **Bulk regulations applicable to ~~Waterfront Development Zone~~Train Station District.**

**A.** Minimum site size: ~~35~~ acres.

**B.** Maximum height.

**(1)** Area north of West Main Street (see illustration[1]): Average of four stories of residential/mixed use over parking. Height may not exceed average of 75 feet from average ~~ground level~~grade of the existing Metro-North parking.

**(2)** Area south of Light Industry (LI) zone (see illustration[2]): Average of three stories of residential/mixed use over parking. Height may not exceed average of 32 feet at Beekman Street, nor more than average of 70 feet above the average ~~ground level~~grade of the existing Metro-North parking.

**(3)** The illustrations of height attached in this subsection shall not be exceeded so that the public views to the east are adequately protected.

**C.** Minimum open space: 15% of the site area, 10% of which must be publicly accessible.

**Section 6.** Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-17, Subsection D, Attachment 1 entitled "Schedule of Dimensional Regulations" is hereby amended as follows:

***SEE ATTACHED SCHEDULE***

**Section 7.** Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-17, Subsection C, Attachment 2 entitled "Schedule of Use Regulations is hereby amended as follows:

***SEE ATTACHED SCHEDULE***

**Section 8.** The zoning map of the City of Beacon is hereby amended to change the Zoning District designation of a portion of the following parcel extending west of the train tracks, owned by MTA, from the Waterfront Development (WD) Zone to the Waterfront Park (WP) District as follows:

City of Beacon Tax Parcel No.: 5954-33-549777, but only that limited portion extending west of the train tracks shall be rezoned from the WD District to the WP District.

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**Section 9.** The zoning map of the City of Beacon is hereby amended to change the Zoning District designation of a portion of the following parcel that is north of the existing WD Zoning District and east of the train tracks, owned by MTA, from the Waterfront Park (WP) District to the Train Station (TS) District as follows:

> City of Beacon Tax Parcel No.: 5954-33-549777, but only that limited portion of said parcel that is east of the train tracks, north of Parcel No. 5954-25-549980, and for a distance of 465 feet north therefrom shall be rezoned from the WP District to the TS District.

**Section 10.** The Zoning Map of the City of Beacon is hereby amended to change the Zoning District designation of a portion of the following parcel that is south of Red Flynn Drive and east of the train tracks, owned by MTA, from the Waterfront Park (WP) District to the Train Station (TS) District as follows:

> City of Beacon Tax Parcel No.: 5954-33-549777, but only that limited portion of said parcel that is east of the train tracks and south of Red Flynn Drive and for a distance of 335 feet therefrom shall be rezoned from the WP District to the TS District.

**Section 11.** Chapter 223 of the Beacon City Code, Article III – General Regulations, Section 223-25, entitled "Site development plan approval" is hereby amended to add Subsection K as follows:

§ 223-25 Site development plan approval.

...

**K. Adjustment or amendment to site plan.**

**(1)** Adjustments to site plan during construction. During the construction of an approved site plan, the Building Inspector or the City Engineer may authorize minor adjustments to the approved plans which are consistent with the overall approved site plan, when such adjustments appear necessary in the light of technical or engineering considerations which develop during actual construction, or when such adjustments are required in order to comply with law, rules or regulations made applicable to the subject property by any agency or instrumentality of the United States, New York State, Dutchess County or City government. The Building Inspector or City Engineer may, in their sole discretion, refer any such proposed change to the Planning Board for review. If the proposed change is referred to the Planning Board, the Planning Board shall process the proposed change in accordance to Subsection K(2) below.

**(2)** Site plan amendments. If the Planning Board determines that the character of the proposed changes requires a site plan amendment, the Planning Board shall

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process the application as an amended site plan under this Subsection and shall have discretion to determine the extent of further environmental analysis and project review that is required. After appropriate review, the Planning Board shall approve the site plan amendment by resolution or authorize the Engineer or Building Inspector to approve the requested change.

**Section 12.** Consistency Revisions to the Beacon City Code, Comprehensive Plan, and Local Waterfront Revitalization Plan (LWRP), and other City of Beacon Planning and Zoning Documents.

The City Council authorizes the publisher of the City Code to change any remaining reference in the City Code to the WD and/or Waterfront Development zoning district so that it shall be revised to reference the TS and/or Train Station District. Additionally, it is the intent of the City Council that reference in planning and zoning documents created by the City of Beacon, including, but not limited to, the Comprehensive Plan and the Local Waterfront Revitalization Plan (LWRP) be read so that any reference to the WD and/or Waterfront Development zoning district shall be deemed to be a reference the TS and/or Train Station District.

**Section 13.** Ratification, Readoption and Confirmation.

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

**Section 14.** 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 15.** Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this chapter or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this chapter, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

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**Section 16.** Effective date.

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

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*223 Attachment 1*

**City of Beacon**

**§ 223-17. Schedule of Dimensional Regulations**
**[Added 6-15-2020 by L.L. No. 7-2020;[1] amended 9-19-2022 by L.L. No. 8-2022; 9-3-2024 by L.L. No. 8-2024]**

| Zoning District | Minimum Lot Size Area[h] (see also § 223-121) | | | | Minimum Yards[a] | | | Minimum Distance Between Buildings Same Lot | Maximum Height Main Building (see § 223-13) (stories/feet) | Maximum percent Building Coverage | | Maximum Number of Units per Building | Minimum Open Space | Zoning District | Also Refer to Pertinent Sections |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Area (square feet) | Per Unit (square feet) | Width (feet) | Depth (feet) | Front (feet) | Side (feet) | Rear[d,e] (feet) | | | Multifamily | All Other | | | | |
| R1-120 | 120,000 | 120,000 | 250 | 350 | 70 | 50 | 75 | — | 2.5 / 35 | N.A. | 7% | 1 | — | R1-120 | |
| R1-80 | 80,000 | 80,000 | 150 | 200 | 45 | 30 | 50 | — | 2.5 / 35 | N.A. | 10% | 1 | — | R1-80 | |
| R1-40 | 40,000 | 40,000 | 150 | 150 | 35 | 25 | 50 | — | 2.5 / 35 | N.A. | 15% | 1 | — | R1-40 | |
| R1-20 | 20,000 | 20,000 | 125 | 125 | 25 | 20 | 40 | — | 2.5 / 35 | N.A. | 20% | 1 | — | R1-20 | |
| R1-10 | 10,000 | 10,000 | 85 | 100 | 20 | 15 | 35 | — | 2.5 / 35 | N.A. | 25% | 1 | — | R1-10 | |
| R1-7.5 | 7,500 | 7,500 | 75 | 100 | 15 | 10 | 25 | — | 2.5 / 35 | N.A. | 30% | 1 | — | R1-7.5 | |
| R1-5 | 5,000 | 5,000 | 50 | 100 | 10 | 10 | 20 | — | 2.5 / 35 | N.A. | 40% | 1 | — | R1-5 | |
| RD-7.5[d,e] | 2 acres | 7,500 | 200 | 200 | 20 to 35 | 25 | 50 | 30 | 3 / 35 | 15% | 20% | 12 | — | RD-7.5[d,e] | |
| RD-6[d,e] | 2 acres | 6,000 | 200 | 200 | 50 | 25 | 50 | 30 | 2.5 / 35 | 15% | 20% | 16 | — | RD-6[d,e] | |
| RD-5[d,e] | 5,000 | 5,000 | 50 | 100 | 30 | 10 | 25 | 30 | 3 / 35 | 20% | 30% | 16 | — | RD-5[d,e] | |
| RD-4[d,e] | 5,000 | 4,000 | 200 | 200 | 40 | 20 | 40 | 30 | 2.5 / 35 | 20% | 25% | 20 | — | RD-4[d,e] | |
| RD-3[d,e] | 5,000 | 3,000 | 50 | 100 | 30 | 20 | 25 | 30 | 3.5 / 45 | 20% | 40% | 24 | — | RD-3[d,e] | |
| RD-1.8[d,e] | 5,000 | 1,800 | 50 | 100 | 30 | 20 | 25 | 30 | 10[b] / 100 | 25% | 40% | __[c] | — | RD-1.8[d,e] | |
| RD-1.7[d,e] | 5,000 | 1,700 | 50 | 100 | 30 | 20 | 25 | 30 | 4.5[f] / 55[f] | 25% | 40% | 36[g] | — | RD-1.7[d,e] | |
| T[e] | 5,000 | i | 50 | 100 | 10 | 10 | 20 | — | 2.5 / 35 | — | 40% | — | — | T[e] | |
| GB | — | 1,500 | — | 100 | 15 | 20 | 25 | — | — / 35 | — | — | — | — | GB | |
| CMS | — | — | — | 75 | 0 to 10 | 0 | 20 | — | 3 /| 38 | — | — | — | 10% | CMS | Art. IVD |
| L | — | — | — | 75 | 0 to 20 | 0 to 30 | 25 | — | 4 / 48 | — | — | — | 15% | L | Art. IVE |
| FCD | 2 acres | 3,960 | — | — | — | — | — | — | 3 / 40 | 35% | | — | 30% | FCD | Art. IVC |
| WP | 1 acre | — | — | — | 10 | — | — | — | 2.5 / 35 | 20% | | — | — | WP | Art. IVA |
| ~~WD~~TS | ~~3~~5 acres | — | — | — | — | — | — | — | See Art. IVA | — | | — | 15%[j] | ~~WD~~TS | Art. IVA |
| LI | — | 1,500 | 60 | 100 | 20 | 20 | 25 | — | — / 35 | 70% | | — | 20% | LI | |
| HI | — | — | 60 | 100 | 30 | 20 | 25 | — | — / 40 | 70% | | — | 20% | HI | |

**NOTES:**

[a] A private garage may be built across a common lot line in multifamily developments by mutual agreement between adjoining property owners, a copy of such agreement to be filed with the building permit application for such garage.

[b] But not more than 65% of the dwelling units in a multifamily development may be contained in buildings more than 3 1/2 stories in height.

[c] But not more than 24 dwelling units in any building 3 1/2 stories or less in height.

[d] For multifamily developments, a well-designed and landscaped recreation or usable open space area, approved by the Planning Board, of 2,000 square feet for the first 20 dwelling units or part thereof, plus 100 square feet for each additional dwelling unit will be required.

[e] In any RD or T District, the Planning Board may approve a subdivision of land into individual building lots containing a minimum of 1,800 square feet of area each and designed for attached or semi-attached single-family dwellings (townhouses), provided that the design is such that the gross dwelling unit density for the entire tract does not exceed that which can normally be permitted for multiple dwellings in the district in which the property is located and further provided that the Planning Board attaches such conditions and safeguards to its approval as, in its opinion, are necessary to assure that the entire property, including any designated common areas for open space, recreation or other purposes, will be properly maintained for the intended purpose(s) and not further subdivided in the future. In its sole discretion, the Planning Board may also reduce the required side yard setbacks to zero feet for subdivisions of land designed for attached or semi-attached single-family dwellings (townhouses) where appropriate, except that the minimum side yard setbacks for end unit dwellings shall not be reduced further than ½ the minimum side yard setback of the least restrictive adjoining residential district.

[f] A maximum of one story of parking under a building shall not count toward the maximum building height limitation in feet and stories.

[g] And each building shall not exceed 150 feet in length.

[h] For all development proposals involving a total lot area of more than three acres within an R1, RD, or Fishkill Creek Development zoning district, the lot area per dwelling unit calculation shall first deduct any lot area covered by surface water, within a federal regulatory floodway, within a state or federally regulated wetland, or with existing, predevelopment very steep slopes of 25% or more as defined in § 223-63.

[i] One-half the minimum lot size area per dwelling unit as the least restrictive adjoining residential district.

[1] Editor's Note: This local law also repealed former 223 Attachment 1, § 223-17C, Schedule of Regulations for Residential Districts, as amended.

*223 Attachment 2*

**City of Beacon**

**§ 223-17. City of Beacon Schedule of Use Regulations**
**[Added 6-15-2020 by L.L. No. 7-2020;[1] amended 2-16-2021 by L.L. No. 2-2021; 9-19-2022 by L.L. No. 8-2022; 9-19-2022 by L.L. No. 9-2022; 5-5-2025 by L.L. No. 4-2025; 6-2-2025 by L.L. No. 5-2025; 7-7-2025 by L.L. No. 8-2025]**

| Permitted Uses by District | Reference Notes | All RI | All RD | T | GB | CMS | L | ~~WD~~TS | WP | FCD | LI | HI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Residential** | | | | | | | | | | | | |
| One-family detached dwelling | | P | P | P | X | X | X | X | X | X | X | X |
| One-family attached/semidetached | Including townhouses | X | P | P | X | X | P | X | X | P | X | X |
| Two-family dwelling | | X | P | P | X | X | X | X | X | X | X | X |
| Multifamily dwelling | | X | SP* | P | P | P | P | P | X | P | X | X |
| Artist live/work space | Subject to § 223-14.2 | X | X | P | P | P | P | P | X | P | P | X |
| **Retail/Office/Service** | | | | | | | | | | | | |
| Retail, personal service, or bank | | X | X | X | P | P | P | P | X | X | P | X |
| Office | | X | X | P | P | P | P | P | X | P | P | X |
| Artist studio, art gallery/exhibit space | | X | X | P | P | P | P | ~~X~~P | X | P | P | X |
| Funeral home | | X | X | X | P | X | X | X | X | X | P | X |
| Commercial recreation, indoor | | X | X | X | P | P | X | X | X | X | P | P |
| Auction gallery | | X | X | X | P | X | X | X | X | X | P | P |
| Adult use | Subject to § 223-20.1 | X | X | X | X | X | X | X | X | X | SP | X |
| **Food/Lodging** | | | | | | | | | | | | |
| Restaurant or coffee house | | X | X | X | P | P | P | P | SP* | P | X | X |
| Bar/brew pub/microbrewery/microdistillery | | X | X | X | P | P | P | P | X | P | P | P |
| Food preparation business | | X | X | X | P | SP | SP | X | X | X | P | P |
| Short-term rental | Subject to § 223-26.5 | P | P | P | P | P | P | P | P | P | P | P |
| Bed-and-breakfast | Subject to § 223-24.4 | SP | SP | SP | P | X | P | X | SP* | P | P | X |
| Inn | | X | X | X | P | P | P | P | SP* | P | P | X |
| Hotel | Subject to § 223-14.1 | X | X | X | P | P | P | P | X | X | P | X |
| **Social/Community** | | | | | | | | | | | | |
| Spa/fitness center/exercise studio | | X | X | SP | P | P | P | P | X | P | P | X |
| Day-care center | | X | X | P | P | X | P | P | X | P | SP | X |
| Park, preserve, community garden | | P | P | P | P | P | P | P | P | P | P | X |
| Theater, concert or conference space | | X | X | X | P | P | P | P | X | P | P | X |
| Museum | | SP* | SP* | SP* | P | P | P | P | X | P | P | SP |
| Place of worship/religious facility | | P | P | P | P | X | X | X | X | X | P | X |
| Social club | Subject to § 223-24.2 | SP | SP | SP | SP | P | X | X | X | X | SP | X |
| Government facility | | P | P | P | P | P | P | P | P | P | P | P |
| Golf course | | SP* | SP* | X | X | X | X | X | X | X | X | X |
| **Health Care** | | | | | | | | | | | | |
| Hospital or nursing home | Subject to 223-21.1/22 | SP* | SP* | X | X | X | X | X | X | P | P | P |
| Animal care facility | | SP | SP | X | SP | X | X | X | X | X | SP | X |
| **Educational** | | | | | | | | | | | | |

[1] Editor's Note: This local law also repealed former 223 Attachment 2, § 223-17D, Schedule of Regulations for Nonresidential Districts, as amended.

| Permitted Uses by District | Reference Notes | All RI | All RD | T | GB | CMS | L | ~~WD~~TS | WP | FCD | LI | HI |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| College or university | | SP* | SP* | X | P | P | P | X | X | P | P | P |
| Trade school or training program | | X | X | X | P | P | P | X | X | P | P | P |
| Private school or nursery school | | SP | SP | SP | P | X | P | X | X | P | SP | X |
| **Parking/Auto-Oriented** | | | | | | | | | | | | |
| Off-street parking or parking structure | Subject to § 223-26 | X | X | SP | SP | SP | X | X | X | X | X | X |
| Vehicle sales or rental lot | | X | X | X | SP | X | X | X | X | X | SP | X |
| Gas filling station and/or car wash | Subject to Ch. 210/§ 223-21 | X | X | X | SP | X | X | X | X | X | SP | X |
| Auto body or repair shop | Subject to Chapter 210 | X | X | X | SP | X | X | X | X | X | SP | X |
| Ambulance service | | SP | SP | SP | P | X | X | X | X | X | P | X |
| **Industrial or Assembly** | | | | | | | | | | | | |
| Wholesale business | | X | X | X | P | X | X | X | X | X | P | P |
| Self-storage facility and warehouse storage | Subject to § 223-24.5 | X | X | X | P/SP | X | X | X | X | X | P/SP | P/SP |
| Workshop | | X | X | SP | P | P | P | X | X | P | P | P |
| Industrial or manufacturing use | | X | X | X | X | X | SP | X | X | P | P | P |
| **Other** | | | | | | | | | | | | |
| Wireless communication facility | Subject to § 223-26.4 | P | P | P | P | P | P | P | P | P | P | P |
| Small cell wireless facility | Subject to § 223-26.4 | P | P | P | P | P | P | P | P | P | P | P |
| Farm | | P | X | X | X | X | X | X | X | X | X | X |
| Horticultural nursery | | P | P | X | P | X | X | X | X | X | P | X |
| Historic District Overlay Use | Subject to § 223-24.7 | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* | SP* |
| **Permitted Accessory Uses** (includes uses/structures customarily incidental to a permitted principal use, but not an activity for commercial gain in a residential district) | | | | | | | | | | | | |
| Accessory apartment | Subject to § 223-24.1 | P | P | P | P | P | P | P | P | P | P | P |
| Private tennis court or pool | Subject to § 223-13 | P | P | P | X | X | X | X | X | X | X | X |
| Home occupation or artist studio | Subject to § 223-17.1 | P | P | P | X | X | X | ~~X~~P | X | X | X | X |
| Parking structure | | X | X | SP | X | P | P | P | X | P | X | X |
| Drive-through facilities, standalone or accessory | | X | X | X | X | X | X | X | X | X | X | X |
| Garden, roof garden, or greenhouse | | P | P | P | P | P | P | P | P | P | P | P |
| Solar collectors | Subject to Article X | P | P | P | P | P | P | P | P | P | P | P |
| X = Use Not Permitted<br>P = Permitted Use<br>SP = Special Permit Use by Planning Board<br>SP* = Special Permit Use by City Council | For specific standards see --> | | | | | Article IVD | Article IVE | Article IVA | Article IVA | Article IVC | | |

N

Town of Fishkill

Town of Fishkill

Town of Fishkill

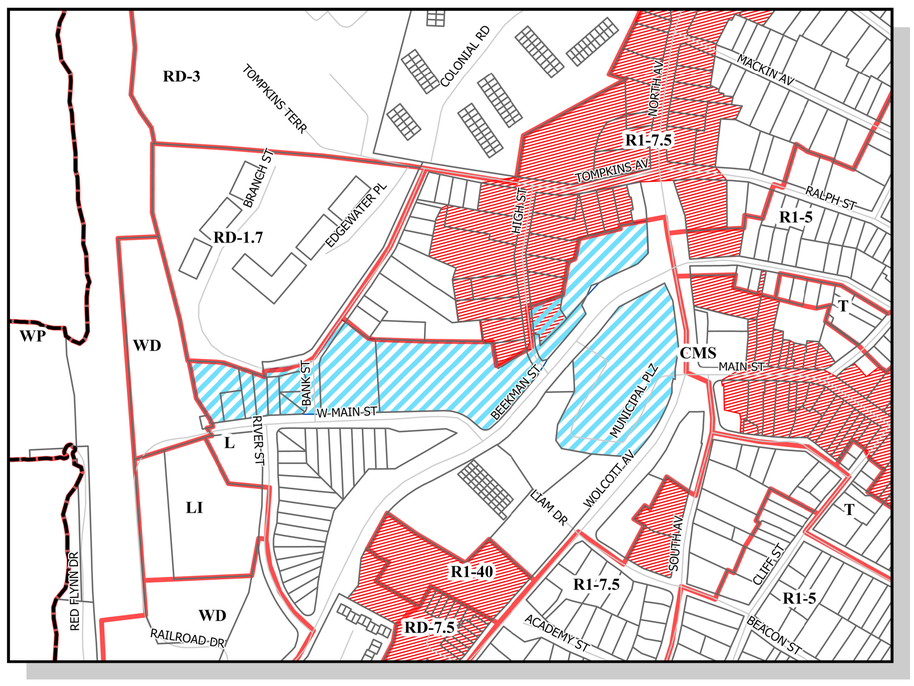
Town of Fishkill

Town of Fishkill

1,000 500 0 1,000 Feet

1 inch equals 600 feet

## ENLARGED LINKAGE AREA - 1"=300'




600 300 0 600 Feet

## LEGEND

- Roads
- Parcels
- boundary
- Senior Affordable Housing Overlay District
- Historic District and Landmark Overlay Zone
- L District Overlay - additional commercial and industrial uses permitted
- Flood Prone Areas based upon FEMA mapping

## ZONING

### INDUSTRIAL DISTRICTS

- LI Light Industrial
- HI Heavy Industrial

### WATERFRONT DISTRICTS

- WP Waterfront Park
- WD Waterfront Development
- FCD Fishkill Creek Development

### COMMERCIAL DISTRICTS

- GB General Business
- T Transitional Zone
- CMS Central Main Street
- L Linkage

### RESIDENTIAL DISTRICTS

- R1-120 One Family - 120,000 sq.ft./dwelling
- R1-80 One Family - 80,000 sq.ft./dwelling
- R1-40 One Family - 40,000 sq.ft./dwelling
- R1-20 One Family - 20,000 sq.ft./dwelling
- R1-10 One Family - 10,000 sq.ft./dwelling
- R1-7.5 One Family - 7,500 sq.ft./dwelling
- R1-5 One Family - 5,000 sq.ft./dwelling
- RD-7.5 Designated Residence - 7,500 sq.ft./dwelling
- RD-6 Designated Residence - 6,000 sq.ft./dwelling
- RD-5 Designated Residence - 5,000 sq.ft./dwelling
- RD-4 Designated Residence - 4,000 sq.ft./dwelling
- RD-3 Designated Residence - 3,000 sq.ft./dwelling
- RD-1.8 Designated Residence - 1,800 sq.ft./dwelling
- RD-1.7 Designated Residence - 1,700 sq.ft./dwelling

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LANC & TULLY Engineering and Surveying, P.C.
P.O. Box 687, Rte. 207
Goshen, NY 10924
(845) 294-3700

ZONING MAP PREPARED FOR

# CITY OF BEACON

DUTCHESS COUNTY, NEW YORK

| Date: | Revisions: | GIS File: | Layout: | Sheet No: |
|---|---|---|---|---|
| 4/30/25 | 5/14/25 | BEACON ZONING MAP | | 1 OF 1 |

| Drawn By: | Chk'd By: | Scale: | Tax Map No: | Drawing No: |
|---|---|---|---|---|
| TH | | 1" = 600' | | A-17-5070-01 |

**Title:**

Resolution No. 96 - Authorizing the City Administrator to Execute an Agreement with the Patrolmen's Benevolent Association of Beacon, New York, Inc.

**ATTACHMENTS**

Resolution Authorizing the City Administrator to Execute an Agreement with the Patrolmen's Benevolent Association of Beacon, New York, Inc.

Memorandum of Agreement between the City of Beacon and the Patrolmen's Benevolent Association of Beacon, New York, Inc.

**CITY OF BEACON**
**CITY COUNCIL**

**RESOLUTION NO. 96 OF 2025**

**AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE PATROLMEN'S BENEVLOPENT ASSOCIATION OF BEACON, NEW YORK, INC.**

**WHEREAS,** the City of Beacon and the Patrolmen's' Benevolent Association of Beacon, New York, Inc. ("PBA") previously entered into a collective bargaining agreement which covered the period of January 1, 2022, through December 31, 2025; and

**WHEREAS**, both the City of Beacon and PBA wished to enter into a successor agreement, which would cover the period of January 1, 2026 through December 31, 2028; and

**WHEREAS,** the City of Beacon and PBA leadership negotiated the attached changes of terms to the prior collective bargaining agreement, which were subsequently ratified by majority vote of PBA union members on October 3, 2025.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Beacon City Council hereby authorizes the City Administrator to execute the appended memorandum of agreement with the PBA, which will be in effect during the period of January 1, 2026 through December 31, 2028.

| **Resolution No. 96 of 2025** | | **Date: October 6, 2025** | | | | | |
|---|---|---|---|---|---|---|---|
| □ **Amendments** | | | | | | □ **2/3 Required** | |
| □ **On roll call** | | | | | | □ **3/4 Required** | |
| Motion | Second | Council Member | Yes | No | Abstain | Reason | Absent |
| | | **Paloma Wake** | | | | | |
| | | **Amber Grant** | | | | | |
| | | **Molly Rhodes** | | | | | |
| | | **Jeffrey Domanski** | | | | | |
| | | **Pam Wetherbee** | | | | | |
| | | **George Mansfield** | | | | | |
| | | **Mayor Lee Kyriacou** | | | | | |
| | | **Motion Carried** | | | | | |

**MEMORANDUM OF AGREEEMENT**
**BETWEEN THE CITY OF BEACON AND THE PATROLMEN'S BENEVOLENT ASSOCIATION OF BEACON, NEW YORK, INC.**

**WHEREAS**, the City of Beacon (hereinafter the "City") and the Patrolmen's Benevolent Association of Beacon, New York, Inc. (hereinafter the "PBA") are parties to a Collective Bargaining Agreement covering the period January 1, 2022 to December 31, 2025 ("CBA"); and

**WHEREAS**, a bargaining committee for the City and bargaining committee for the PBA engaged in negotiations for a successor CBA in advance of the expiration of the current CBA; and

**NOW, THEREFORE**, it is hereby agreed upon between the bargaining committees for the City and PBA that, subject to the ratification by the PBA membership and approval by City Council, the CBA covering the period January 1, 2022 to December 31, 2025 between the parties will be modified with the following terms and conditions, which shall be in effect from January 1, 2026 to December 31, 2028:

1. **ARTICLE I PARAGRAPH C**

   **Delete existing Paragraph C and replace with the following:** The City shall deduct membership dues from the wages of any members and remit to the Association for those members who have signed authorizations permitting such payroll deductions.

2. **ARTICLE II PARAGRAPH C**

   **Delete existing Paragraph C and replace with the following:** Lieutenants may elect to work Monday through Friday 7 a.m. to 3 p.m. (day shift) and 3 p.m. to 11 p.m. (evening shift) rotating each week between the day and evening shifts, or may elect to work a steady shift Monday through Friday 8 a.m. to 4 p.m. Shift selection for Lieutenants shall be made on January 1st of each calendar year and is subject to approval by the Chief of Police. If both Lieutenants elect to work the rotating schedule, they shall rotate so that one is on the day shift while the other is on the evening shift.

   Lieutenants working their regularly scheduled shifts shall be used to cover the supervisor roll on a patrol shift only if the sergeant is absent and the shift has been canvassed according to normal standards and such canvassing will lead to forced overtime as described in Article XIX Paragraph D, or to an acting sergeant.

**3. ARTICLE VII COMPENSATION**

Replace salary schedule with the following:

**Police Officer:**

| | 2026 | 2027 | 2028 |
|---|---|---|---|
| Starting Salary | $69,035.30 | $72,141.89 | $75,388.28 |
| After 1 Year | $74,939.06 | $78,311.32 | $81,835.33 |
| After 2 Years | $80,845.06 | $84,483.08 | $88,284.82 |
| After 3 Years | $87,596.45 | $91,538.29 | $95,657.51 |
| After 4 Years | $93,560.67 | $97,770.90 | $102,170.59 |
| After 5 Years | $100,491.39 | $105,013.50 | $109,739.11 |
| After 6 Years | $110,840.72 | $115,828.55 | $121,040.83 |

**Detective:**

| | 2026 | 2027 | 2028 |
|---|---|---|---|
| Starting Salary | $113,056.24 | $118,709.05 | $124,644.50 |
| After 1 Year | $116,628.88 | $122,460.32 | $128,583.34 |

**Sergeant:**

| | 2026 | 2027 | 2028 |
|---|---|---|---|
| Starting Salary | $120,626.54 | $126,657.87 | $132,990.76 |
| After 1 Year | $126,719.98 | $133,055.98 | $139,708.78 |

**Detective Sergeant:**

| | 2026 | 2027 | 2028 |
|---|---|---|---|
| Starting Salary | $126,669.67 | $133,003.15 | $139,653.31 |
| After 1 Year | $129,296.03 | $135,760.83 | $142,548.87 |

**Lieutenant:**

| | 2026 | 2027 | 2028 |
|---|---|---|---|
| Starting Salary | $130,309.50 | $137,150.75 | $144,351.17 |
| After 1 Year | $135,999.86 | $143,139.86 | $150,654.70 |

Any Sergeant who is appointed to Detective Sergeant shall start at the second step “Detective Sergeant After 1 year” on the preceding salary schedule.

**4. ARTICLE VII**

**A. PARAGRAPH C**

**Delete the first sentence in Paragraph C and replace with the following:** Detectives, who are assigned to be "ON CALL" shall be paid three hundred fifty dollars ($350.00) per week in 2026; four hundred dollars ($400.00) per week in 2027; and four hundred fifty dollars ($450.00) per week in 2028.

**B. PARAGRAPH F**

**Delete Paragraph F and replace with the following:** Field Training Officers ("FTO") when engaged in conducting such training shall receive an FTO Stipend of forty-five dollars ($45.00) per shift in 2026; fifty dollars ($50.00) per shift in 2027; and fifty-five dollars ($55.00) per shift in 2028.

**5. ARTICLE VIII (LONGEVITY) PARAGRAPH A**

Delete Longevity Schedule and replace with the following:

| | **Longevity** | | |
|---|---|---|---|
| | **2026** | **2027** | **2028** |
| Seven (7) years of service | $600 | $700 | $800 |
| Ten (10) years of service | $1,100 | $1,200 | $1,300 |
| Fifteen (15) years of service | $1,600 | $1,700 | $1,800 |
| Seventeen (17) years of service (Amount listed plus 2% of the Officer's rank rate of pay) | $2,100 | $2,200 | $2,300 |

**6. ARTICLE IX**

**A. PARAGRAPH I**

**Delete Paragraph I and replace with the following:** Employees are permitted to utilize any of their annual vacation time allotment one (1) day at a time. Taking said one (1) day vacation time shall be subject to the following provisions.

**B. PARAGRAPH L (NEW PARAGRAPH)**

Employees, at their discretion, are permitted to cash out up to ten (10) unused vacation days annually (80 hours). Requests for such cash out must be made by the PBA member to the Police Chief in the calendar year the cash out is desired.

**7. ARTICLE X**

**A. PARAGRAPH A –** Add Juneteenth (June 19th)

**B. PARAGRAPH G**

**Delete Paragraph G and replace with the following:** In addition to any other holiday benefit due in this Agreement, the Employees shall be entitled to compensatory time off or be paid out eight (8) hours at straight time for their birthday. Employees who are normally scheduled to be off-duty on their birthday shall be entitled to a compensatory day off which must be taken within the calendar year.

**8. ARTICLE XII PARAGRAPH E (NEW)**

The Chief of Police reserves the right to request a death certificate, obituary, program or prayer card from the funeral service, or other acceptable proof of death for individuals fitting the descriptions in Paragraphs C and D for the use of bereavement leave. The requested documentation shall be submitted within five (5) calendar days upon returning to work after such individual has passed away.

**9. ARTICLE XIII**

**A. PARAGRAPH C**

**Delete Paragraph C entirely:** By January 15 of each calendar year, the Chief of Police shall cause a written statement to be submitted to each Employee of the Department, specifying the number of sick leave days used during the previous calendar year and the number of accumulated days of sick leave accruing to the credit of such Employee of the Department as of the last day of the previous calendar year.

**B. PARAGRAPH D**

**Delete existing Paragraph D and replace with the following:** Any employee taking sick leave immediately before or after a vacation period designated in this agreement or requested time off, or on a holiday designated in this agreement, or in excess of three (3) successive dates, or who has used three (3) or more sick days in a calendar year on weekends, or who has used eight (8) or more occurrences in a calendar year, must, upon returning to work, provide the employer with documentation from a licensed healthcare provider containing the dates of illness and the nature of the illness. For purposes of this paragraph, an “occurrence” shall mean one or more consecutive workdays of sick leave, inclusive of any scheduled days off falling between such workdays. The Chief of Police, at their discretion, may waive said documentation where they have ascertained the validity of the illness.

**C. PARAGRAPH F**

**Delete Paragraph F entirely:** Employees who call in sick on the designated holidays set forth in Article X, Paragraph B of this Agreement may be directed by the Chief of Police to produce a physician's certificate or other reasonable documentation as proof of illness or injury. In the event that the Employee fails to produce such documentation as directed such Employee shall suffer the loss of eligibility of taking

one personal leave day on a weekend or the four (4) holidays stated in Article X, Paragraph B (the Employee shall not lose the personal leave day but the eligibility). In the event none of the Employee's personal leave days on a weekend exist and paid holidays have been used for the year, it shall be deducted from eligibility the next year.

**10. ARTICLE XVIII**

**A. PARAGRAPH A**

**Delete first sentence in Paragraph A and replace with the following:** Each Employee of the Department shall receive the sum of eight hundred dollars ($800.00) once a year as clothing allowance within the first pay period, following January 1 of each calendar year.

**B. PARAGRAPH C**

**Delete Paragraph C and replace with the following:** Upon hire, new employees of the Police Department shall receive a one-time allowance of one thousand dollars ($1,000) at the same time as their first paycheck. Any additional allowance will follow the schedule set forth in Paragraph A.

**11. ARTICLE XIX PARAGRAPH F**

**Delete Paragraph F and replace with the following:** Employees may elect to receive compensatory time off, subject to the maximum accumulation of eighty (80) hours of compensatory time and may use a maximum of one hundred and twelve (112) hours of compensatory time off in a calendar year. Said compensatory time earned at the same rate as cash payment. Members who have accumulated compensatory time may use the time to take compensatory time off. Taking a Compensatory time day off shall be subject to the following provisions:

1. Employees may accumulate a total of eighty hours (80) of compensatory time.
2. Notice of the Employee to the Chief of Police, not less than Forty-eight (48) hours prior to the day to be taken as a compensatory day off.
3. A compensatory day off may be denied by the Chief of Police if one (1) other Employee of the unit on the same shift is off-duty, due to a compensatory day. A compensatory day off will still be granted if an Employee of the unit is on a vacation day or personal day. Once a compensatory day is approved by the Chief of Police, such approval may not be rescinded.

**12. ARTICLE XXI PARAGRAPH A**

**Delete existing Paragraph A and replace with the following:** FUNERAL EXPENSE. The City shall participate in defraying up to fifteen thousand ($15,000) in costs for the funeral of an Employee who is killed or dies in the line of duty.

**13. ARTICLE XXIV PARAGRAPH G**

**Delete Paragraph G and replace with the following:** Within five (5) days following such notice, the City and the Association shall mutually agree upon an arbitrator from a qualified list provided by the Public Employees Relations Board ("PERB") to hear and determine the issue or issues of said grievance.

**14. ARTICLE XXV PARAGRAPH B**

**Delete Paragraph B and replace with the following:** The provisions of this Agreement shall remain in effect for a period of three (3) years from the first day of January 2026, to the 31st day of December 2028.

**15. PARENTAL PAY (NEW PARAGRAPH A)**

Employees shall be entitled to five (5) days of parental leave with pay commencing within thirty (30) days of the birth or adoption of a child.

The parties understand and agree that neither this Memorandum of Agreement, nor the terms and conditions set forth herein, shall constitute a precedent.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

Dated: October ___, 2025

| | |
|---|---|
| PATROLMEN'S BENEVOLENT ASSOCIATION OF BEACON, NEW YORK, INC. | THE CITY OF BEACON |
| _____ | _____ |
| Affdecrin. Vargas, President | Christopher White, City Administrator |

**City of Beacon City Council Agenda**
**10/06/2025**

**Title:**

September 15, 2025 Minutes

**ATTACHMENTS**

September 15, 2025 Minutes

COURTROOM
1 MUNICIPAL PLAZA
BEACON, NY 12508
AND LIVE VIA ZOOM

Mayor Lee Kyriacou
Councilmember Amber Grant, At Large
Councilmember Paloma Wake, At Large
Councilmember Molly Rhodes, Ward 1
Councilmember Jeffrey Domanski, Ward 2
Councilmember Pam Wetherbee, Ward 3
Councilmember George Mansfield, Ward 4
City Administrator Chris White

**September 15, 2025**
**7:45 PM**
**Draft**
**City Council**
**Minutes**

**Regular Meeting**

These minutes are for the regular meeting of the Beacon City Council. The City Council Meeting was held through video conference and in the Courtroom at 1 Municipal Plaza, Beacon NY 12508. A video recording of the meeting is available at

https://www.youtube.com/@cityofbeacon8181. The public was able to attend in-person or through video or telephone and were made aware via the City of Beacon website, beaconny.gov. Please take notice that the full transcript of this meeting is available upon request at City Hall Suite 1, 1 Municipal Plaza, Beacon NY 12508, or by calling (845) 838 – 5010, or by emailing cityofbeacon@beaconny.gov .

**Councilmembers Present**

Mayor Lee Kyriacou

Councilmember Paloma Wake, At Large

Councilmember Molly Rhodes, Ward One

Councilmember Pam Wetherbee, Ward Three

Councilmember George Mansfield, Ward Four

**Also Present**

Christopher White, City Administrator

Christian A.L. Gates, City Attorney

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Public Comment**

**Reports: Mayor, City Council, and City Administrator**

**Local Laws and Resolutions**

1. Resolution No. 84 - Reappointing Kathleen Martin to the Position of Tax Assessor

   Motion to pass the resolution by Councilmember Rhodes.
   Second by Mayor Kyriacou.
   Motion passes 5 - 0.

2. Resolution No. 85 - Appointing Brandon Travis to the Position of Water and Sewer Maintenance Helper

   Motion to pass the resolution by Councilmember Wake.
   Second by Councilmember Rhodes.
   Motion passes 5 - 0.

3. Resolution No. 86 - Awarding a Contract to MacGregor Excavating and Landscaping, Inc. for the Depuyster Avenue Drainage Replacement Project

   Motion to pass the resolution by Councilmember Rhodes.
   Second by Councilmember Wetherbee.
   Motion passes 5 - 0.

4. Resolution No. 87 - Setting a Public Hearing for a Proposed Local Law Concerning a Partial Property Tax Exemption for Accessory Apartments

   Motion to pass the resolution by Councilmember Rhodes.
   Second by Councilmember Mansfield.
   Motion passes 5 - 0.

5. Resolution No. 88 - Setting a Public Hearing for a Proposed Local Law Concerning Residential Uses in the R1-5 Zoning District

Motion to pass the resolution by Councilmember Mansfield.
Second by Councilmember Rhodes.
Motion passes 5 - 0.

**Approval of Minutes**

1. September 2, 2025 Minutes

Motion to approve the minutes by Councilmember Rhodes.
Second by Councilmember Wake.
Motion passes 5 - 0.

**Public Comment - Second Opportunity**

**Announcement of Next Workshop: September 29, 2025 at 7:00 p.m.**

**Adjournment**

Motion to adjourn by Councilmember Wetherbee.
Second by Councilmember Wake.
Motion passes 5 - 0.