

RESOLUTION NO. 2015062

RE: AUTHORIZING EXECUTION OF THE GRANT AGREEMENT AND CONSERVATION EASEMENT IN CONNECTION WITH THE CITY OF BEACON'S PURCHASE OF HIDDENBROOKE LOCATED AT 1 HIDDENBROOKE DRIVE.

Legislators BOLNER, HUTCHINGS, and MAC AVERY offer the following and move its adoption:

WHEREAS, the City of Beacon (hereinafter the "City") submitted an application for a \$550,000 Matching Grant from the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program (hereinafter the "Program") in January 2007 for the purpose of acquiring a portion of the Hiddenbrooke Property so that the property could be converted to a public park, and

WHEREAS, the application indicated that funding to acquire the Hiddenbrooke Property would come from several sources, including the State of New York, and

WHEREAS, the Dutchess County Planning Board approved the City of Beacon's application in February 2007 in Resolution No. 2/07 and,

WHEREAS, the City purchased the Hiddenbrooke Property in November 2007 without funding from the County or the State of New York due to several legal issues concerning the Hiddenbrooke Property, and

WHEREAS, the legal issues concerning the Hiddenbrooke Property have been resolved, and

WHEREAS, the City recently received the grant funds from New York State in connection with the acquisition of the Hiddenbrooke Property, and

WHEREAS, a copy of the Grant Agreement is annexed hereto, and

WHEREAS, the Dutchess County Planning Board reaffirmed its approval of the City's revised application in Resolution No. 1/13, with one of the conditions being the City and the County enter into a Conservation Easement, and

WHEREAS, the Conservation Easement, a copy of which is annexed hereto, shall provide, among other things, that the Hiddenbrooke Property will remain a public park open to the public for passive recreational uses such as hiking, and

WHEREAS, the \$550,000.00 that the County is contributing toward the acquisition of Hiddenbrooke was approved by this Legislature in 2008 in Bond Resolution No. 208206, and

WHEREAS, the Hiddenbrooke project is the last project to be funded by Bond Resolution No. 208206, and

WHEREAS, since the funding has already been authorized and the bonds have already been issued, the approval of this resolution by this Legislature will have no impact on the County's debt service, now therefore be it,

RESOLVED, that the County Executive is authorized to execute the Grant Agreement and Conservation Easement in connection with the City of Beacon's acquisition of Hiddenbrooke in substantially in the same form as annexed hereto, and it is further

RESOLVED, to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the applicable Capital Project Budget as follows:

APPROPRIATION

Increase

H0400.8020.3006.7003	Hiddenbrooke	\$550,000
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Decrease

H0400.8020.3006	Open Space	\$550,000
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CA-052-15
CAB/kvh
R-0913 2/23/15
Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of March 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of March 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 550,000

Total Current Year Revenue \$ 0
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

H0400.8020.3006 Conservation Open Space

Related Expenses: Amount \$ 0
Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$550,000
Over Five Years: \$550,000

Additional Comments/Explanation:

The source of County funds is a bond approved by the Dutchess County Legislature in 2008 (Resolution No. 208206) to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program (PMG).

The Hiddenbrooke project is the last of the seven pending PMG projected sited in the Bond Resolution to be completed.

Prepared by: Noela Hooper, Senior Planner

Prepared On: 1/23/2015

4. **CONTINGENCIES.** This Agreement, and the closing are subject to the following contingencies:

- (a) Authorization by the Dutchess County Legislature for the County Executive to execute the proposed conservation easement (Exhibit "A") and this Grant Agreement.
- (b) Acceptance and recordation of the Conservation Easement.
- (c) Receipt of a survey of Hiddenbrooke, certified to the County and paid for by the Owner at no cost to the County (this contingency has been met by the Owner).

5. **CANCELLATION.** If the contingencies set forth in Section 4 are not satisfied, the County may cancel this Agreement on written notice to the Owner and neither party will have any claim or cause of action against the other arising out of this Agreement. Notwithstanding the foregoing, this Agreement will not be cancelled on or before April 30, 2015.

6. **OWNERS' REPRESENTATIONS.** The Owner represents that it has, and will have at the closing, the power, and if applicable, corporate authorization, to convey the conservation easement to the County and that the Owner is not aware of any actions or proceedings which affect the Owners' title to the property and that there are not uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property. Owner has not entered into, or does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property.

Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owner or the County under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, Owner shall immediately so advise the County in writing, except in so far as Owner has advised the County to the contrary, each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

7. **NO BROKERS COMMISSION.** Each of the parties represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

8. **SEVERABILITY.** Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effectuating the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

9. **TERMINATION.** If the parties have not successfully closed this matter by April 30, 2015, this Agreement shall be deemed terminated and neither party shall have any claim or cause of action for damages against the other arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

Acting Commissioner of
Planning & Development

By: _____
Randy Casale, Mayor

STATE OF NEW YORK)
)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Marcus J. Molinaro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Randy Casale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**CONSERVATION EASEMENT
DEED**

THIS GRANT OF CONSERVATION EASEMENT, made this day of _____, 2015 by and between the **CITY OF BEACON**, a municipal corporation with offices located at One Municipal Plaza, Suite 1, Beacon, New York 12508 (hereinafter referred to as "the Grantor"), and the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601, (hereinafter referred to as "the Grantee").

WITNESSETH:

WHEREAS, Grantor is the Owner in fee of real property known as the Hiddenbrooke (hereinafter referred to as "the Property"); and

WHEREAS, the Property consists of approximately 88.5 acres, address is 1 Hiddenbrooke Drive, Beacon, Dutchess County, New York, and

WHEREAS, the Grantor wishes to impose a Conservation Easement on the Property, more particularly described in Exhibit "A" attached hereto and incorporated by reference in this Conservation Easement; and

WHEREAS, the Property shown on a Conservation Easement map as Exhibit "B" and incorporated by reference, and depicted as Parcel 2A on a subdivision plat entitled "Hidden Brook" prepared by Badey & Watson, Surveying and Engineering, P.C. dated February 14, 2013 and filed in the Office of the Dutchess County Clerk on February 14, 2013, and

WHEREAS, the Property possesses significant recreational, scenic, and open space features and values; and

WHEREAS, the Grantor is, as of the date hereof with the granting of this Conservation Easement, confirming its commitment to dedicate, develop, preserve, maintain, operate and provide for the public's use and enjoyment of the Property; and

WHEREAS, the Grantee has awarded the Grantor a grant under the provisions of the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Fund, and

WHEREAS, the Property is already dedicated as a Parkland and a public park open to the public for open-space purposes, and for outdoor recreational uses, including hiking; and

WHEREAS, Grantor has agreed to place restrictions on the Property as part of its transaction with Grantee, while retaining the use of the Property as a public park as defined above; and

WHEREAS, the State of New York has enacted Article 49, Title 3 of the Environmental Conservation Law (as the same may be amended, "Article 49") to provide for the limitation and restriction of development, management and use of real property by Conservation Easement;

and Development or any successor organization or department, which right of review and/or approval shall not be unreasonably or arbitrarily withheld.

4. Retained Rights of Grantor.

Subject to the purpose and provisions of this Easement, including without limitation the provisions of Paragraphs 2 and 3 hereof, and to conditions set forth below, Grantor reserves and retains all customary rights of ownership in the Property to the extent such rights are exercised in a manner which is not inconsistent with the purpose of this Easement, including, but not limited to:

- (a) The right to construct and maintain the following Permitted Improvements on the Property:
 - i. Signs or Kiosks for educational, interpretative or public safety purposes. Any such signs or kiosks shall be of a design, size, materials and content that are consistent with the use and character of the site as a preserved open space having scenic, recreational, horticultural, and historic significance.
 - ii. Parking lots, roads, walkways, pathways, trails, benches, gardens, farm fields, storm water management, and related amenities on the Property so long as their design and layout will not, either individually or collectively, have a significant adverse impact upon the Property and its vegetation and landscape and provided that such design, layout and materials are consistent with the use and character of the site as a preserved open space having scenic, recreational, horticultural, historic and cultural significance.
 - iii. Permanent or temporary fences or other barriers as may be necessary to provide adequate protection for the Property or for the purposes of public safety, or a public park, provided however, that such barriers shall not restrict public access to the Property.
 - iv. Bathrooms, pavilions or other open air structures for auxiliary park purposes consistent with the purposes of this easement and provided they shall be of a design, size, materials and content that are consistent with the use and character of the site as a preserved open space having scenic, recreational, horticultural, historic and cultural significance.
- (b) The right to conduct:
 - i. Festivals and other temporary public gatherings, educational and cultural activities on the Property so long as those activities will not have a significant adverse impact upon the Property, its vegetation and landscape and provided that such activities are consistent with the use and character of the site as a preserved open space having scenic, recreational, horticultural, historic and cultural significance.
- (c) The right to alter the topography, removal of topsoil, sand, gravel, rocks or minerals, grading, excavation, filling, and dredging so long as such actions are

Grantor will make available to Grantee existing documentation in its possession of the natural condition of the Property and Grantee have caused to be prepared such additional documentation deemed appropriate by Grantee, including a survey of the Property showing its relationship to adjacent features and properties, and on-site photographs. The aforementioned documentation shall constitute an inventory of the Property's relevant features and conditions (the "Baseline Data"). A copy of the inventory of Baseline Data is incorporated by reference hereto as Exhibit "C". The Baseline Data shall be kept on file at Grantee's offices and shall be accessible to the Grantor upon reasonable notice during normal business hours. The parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of the present uses or condition of the Property, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy. To the extent Grantor and Grantee have initialed the Baseline Data, such Baseline Data shall be presumed to be a correct depiction of the Property as of the date hereof.

9. Grant in Perpetuity.

- (a) The provisions of this Easement shall run with and be a burden upon the Property in perpetuity and shall be binding on Grantor and Grantee and their respective successors and assigns, and any party entitled to possession or use of the Property while such party is entitled to such possession or use. Any successor or assign of Grantee shall be a qualified organization within the meaning of Article 49 and shall expressly assume the obligation to carry out the conservation purpose for which this Easement is granted and the other obligations of Grantee hereunder.
- (b) If Grantee or its successor or assign, ceases or fails (i) to enforce this Easement, (ii) to exist, or (iii) to be a Qualified Organization, and upon the occurrence of such event, fails to assign all its rights and interest in the Property, and delegate all their responsibilities under this Easement to a Qualified Organization, then the rights and interest of Grantee under this Easement shall be vested in another Qualified Organization in accordance with a Cy-Pres proceeding of a court of competent jurisdiction.

10. Amendment.

This Easement can be modified only in accordance with the common and statutory law of the State of New York applicable to the modification of easements or covenants running with the land. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Easement including requirements imposed on Grantor pursuant to licensing procedures or any authorized governmental licensing or permitting agency. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Easement which are not inconsistent with the purpose of the Easement provided, however, that the parties shall have no right or power to agree to any amendments hereto that would result in this Easement failing to qualify as a valid conservation easement under Article 49, any regulation issued pursuant thereto, and provided further that Grantee shall agree to the modification of this Easement to conform to such licensing procedures or any other authorized governmental licensing or permitting agency.

11. Notice.

All notices required by this instrument must be in writing, and must be personally delivered or deposited in a mail receptacle maintained by the United States Postal Service. A mailed notice must be contained in an accurately addressed, sealed envelope, marked for

17. Miscellaneous.

- (a) This Easement shall be binding on the parties and their respective successors and assigns. The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean and include their respective successors and assigns.
- (b) If any provision of this Easement or the application hereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
- (c) In enforcing its rights hereunder with respect to a breach, default or violation of this Easement, Grantee shall take into account the reasonableness of requiring Grantor to cure the same and the time required to restore the Property under the relevant circumstances, including but not limited to the season of the year and the accessibility of the Property to Grantor.
- (d) All captions set forth herein are for convenience of reference only, and shall in no event be construed to limit, enlarge or modify any substantive provision of this Easement.

18. Extinguishment.

If a subsequent unexpected change in the conditions surrounding the Property make impossible the fulfillment of the conservation purposes of this Conservation Easement, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the Grantee herein shall be entitled to share in such transaction in such proportion as the dollar amount of its respective grant bears to the total appraised value of the Property. It is agreed the Grantee's share of such proceeds as referenced above shall be forty-four (44%) percent and will be limited to the Property as described in Exhibit "A".

GRANTOR:
City of Beacon

By: _____
Randy Casale, Mayor

GRANTEE:
County of Dutchess

By: _____
Marcus J. Molinaro, County Executive

Environment

RESOLUTION NO. 208206

BOND RESOLUTION DATED JULY 14, 2008.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,600,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF PARCELS OF LAND, OR RIGHTS OR INTERESTS IN SUCH LAND, FOR ACTIVE AND/OR PASSIVE PARK PURPOSES AND THE PRESERVATION OF OPEN SPACE AND FARMLAND IN AND FOR SAID COUNTY.

WHEREAS, continuing development within the County of Dutchess, New York (the "County") has demonstrated a compelling need to continue to acquire, preserve, protect and maintain passive and active park land and existing open space and farmland to enhance the general quality of life and the environment of the County, including protection of drinking water sources, the quality of rivers and streams, wild life habitat and natural areas, and thereby benefit the residents and taxpayers of the County; and

WHEREAS, General Municipal Law Section 247 recognizes the value of open space areas and the need to preserve such land in such state and, specifically empowers municipalities with the authority to acquire real property or interests therein to preserve land as open space; and

WHEREAS, if existing open space areas are to be preserved, protected and maintained, the County must develop the additional capacity to purchase land, easements or other real property interests quickly and efficiently as the need arises and opportunities are identified; and

WHEREAS, this County Legislature recognizes the value of passive and active park land, open spaces and farmlands, and wishes to provide for the acquisition of real property and interests in real property therefor, and hereby finds and determines it to be in the public interest and a proper

public purpose of the County to do so in accordance with the provisions of Section 247 of the General Municipal Law; and

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act ("SEQRA"), have been performed, and site-specific compliance with SEQRA has been or will be performed as such need arises and all documentation relating to SEQRA may be examined at the office of the Clerk of the County Legislature during normal business hours; and

WHEREAS, it is now desired to provide for the financing of the acquisition of such real property and interest therein for said purpose; NOW, THEREFORE,

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Dutchess, New York, as follows:

Section 1. The acquisition of various [specific] parcels of land, or rights or interests in such land, for passive and active park purposes and the preservation of open space and farmland [known as Bos Haven, Sunset Ridge, Mead II, Simmons/Wil Hi, Locust Grove, Hiddenbrooke, and MacIntosh Farm,] throughout, and in and for the County of Dutchess, New York, to implement the State authorized programs and policies provided in Section 247 of the General Municipal Law, as such acquisitions may be authorized from time to time by the County Legislature of the County of Dutchess, New York, after due notice and a public hearing as provided thereunder, including incidental expenses in connection therewith, is hereby authorized in and for said County of Dutchess at a maximum estimated cost of \$1,600,000.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid [specific] class of objects or purpose is \$1,600,000, and that the plan for the financing thereof shall

be by the issuance of \$1,600,000 serial bonds of said County hereby authorized to be issued pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid [specific] ~~class~~ of objects or purpose is thirty years, pursuant to subdivision 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in

such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in full in *The Poughkeepsie Journal* and *The Weekly Beat*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

* * * * *

STATE OF NEW YORK)
)ss.:
COUNTY OF DUTCHESS)

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County
Legislature of said County, including the resolution contained therein, held on
July 14, 2008 with the original thereof on file in my office, and that the same is a true and correct
transcript therefrom and of the whole of said original so far as the same relates to the subject
matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the
vote on the foregoing resolution was 24 ayes and 0 noes, with 1 member being absent or
abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County
Legislature was duly approved by the County Executive of said County on _____,
in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

I FURTHER certify that all members of said Legislature had due notice of said meeting,
and that pursuant to Section 103 of the Public Officers law (Open Meetings Law), said meeting
was open to the general public, and that I duly caused a public notice of the time and place of
said meeting to be given to the following newspapers and/or other news media as follows:

<u>Newspaper and /or other news media</u>	<u>Date given</u>
Dutchess Beat	7-7-08
Poughkeepsie Journal	7-7-08
Taconic Press	7-7-08

and that I further duly caused public notice of the time and place of said meeting to be

conspicuously posted in the following designated public location(s) on the following dates:

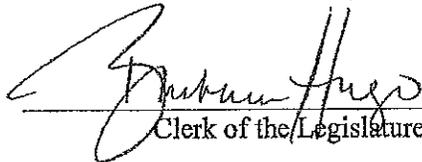
Designated Location(s)
of posted notice

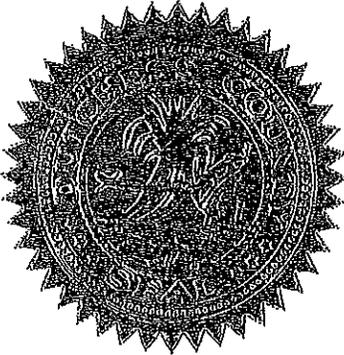
Date of Posting

County Office Building,
22 Market Street, 6th Floor
Poughkeepsie, NY 12601

July 7, 2008

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County on July 14, 2008.


Clerk of the Legislature



APPROVED


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date July 25, 2008

Open Space Budget Amendments

	<u>Line No.</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>
Appropriations:	H0400.8020.3006	Easement / Conservation	1,584,000	
	H0400.8020.3900	Bond Issuing Costs	16,000	
			<u>1,600,000</u>	
Revenue:				
	H0400.8020.57100	Serial Bonds		<u>1,600,000</u>

PMG: Open Space and Farmland Protection Matching Grant Program

Available Funding 06/08 H0371.8020.3006 \$880,494.50

<u>Total Commitments to date:</u>		<u>Legislative Action Required</u>
Bos Haven	(NYS Grant = \$1,221,250)	\$ 634,900
Sunset Ridge	(NYS Grant = \$ 907,458)	\$ 391,717
Mead II 9/08	(NYS Grant = \$381,509)	\$ 125,000
Simmons/Wil Hi		\$ 65,750
Locust Grove		\$ 150,000
Hiddenbrooke		\$ 550,000
Macintosh Farm		\$ <u>529,000</u>
Total County Commitment		\$ 2,446,367
Available Funding (Line H0371.8020.3006)		\$ <u>880,494</u>
Deficit		\$ 1,565,873

[= 23% total cost \$10,593,769]

