

RESOLUTION NO. 2015182

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF PINE PLAINS IN CONNECTION WITH THE MAINTENANCE, REPAIR, AND ENERGIZING OF LIGHTING ON BRIDGE PP-2, HOFFMAN ROAD, TOWN OF PINE PLAINS, BIN 3343500

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

WHEREAS, the County of Dutchess (County) and Town of Pine Plains (Town) desire to enter into an intermunicipal Agreement for Maintenance, Repair and Energizing of Bridge Lighting for County Bridge identified as Bridge PP-2 wherein the County will reconstruct a county bridge, identified as PP-2, pursuant to the New York State Highway Law, located on Hoffman Road, Town of Pine Plains, and

WHEREAS, the Town desires to have lighting on or along said bridge, and

WHEREAS, the Town will maintain, repair and energize the lighting system for such bridge at its own cost and expense, and

WHEREAS, pursuant to Article 5-G of the General Municipal Law, the County and the Town are authorized to enter into such agreement, and

WHEREAS, the Town has already approved the Intermunicipal Agreement, a copy of which is attached hereto, and

WHEREAS, the proposed Agreement will benefit both the Town and the County, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed Intermunicipal Agreement and authorizes the County Executive to execute such Agreement with the Town of Pine Plains in substantially the same form attached hereto.

CA-112-15
CAB/kvh/R-0956
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 13th day of July 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 13th day of July 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 \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Matt Dutcavich

Prepared On: June 3, 2013

AGREEMENT FOR MAINTENANCE, REPAIR AND ENERGIZING OF BRIDGE
LIGHTING FOR COUNTY BRIDGE IDENTIFIED AS:
BRIDGE PP-2 (BIN 3343500)

This Agreement made this day of , 2015 by and between the County of Dutchess (hereinafter referred to as "COUNTY"), a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York, 12601 and the Town of Pine Plains (hereinafter referred to as "MUNICIPALITY"), a municipal corporation, with offices at 3284 Route 199, Pine Plains, NY 12567.

WITNESSETH:

WHEREAS, the Dutchess County Department of Public Works proposes to reconstruct a county bridge pursuant to the New York State Highway Law, such bridge being identified as PP-2 (BIN 3343500), County of Dutchess, located within the geographical jurisdiction of the MUNICIPALITY, and

WHEREAS, the MUNICIPALITY desires to have lighting on or along such bridge, and

WHEREAS, it is recognized by the MUNICIPALITY that the COUNTY does not have the funds available to maintain, repair and energize a lighting system for such bridge, and

WHEREAS, the MUNICIPALITY has agreed to maintain, repair and energize the lighting system at its own expense, and

WHEREAS, the MUNICIPALITY, adopted by Oral Resolution at the meeting held on _____ approved the above-identified project and the terms and provisions of the Agreement and has further authorized the Town Supervisor of the MUNICIPALITY to execute this Agreement on behalf of the MUNICIPALITY (copy of minutes from such meeting are attached and made a part of this Agreement), and

NOW, THEREFORE, in consideration of the mutual promises and benefits to the parties, it is agreed as follows:

1. The COUNTY shall provide for the furnishing and placing of the following items in connection with a bridge lighting system on the above-identified bridge:
 - a. Underground duct system, including conduit, pull boxes, hand holes and drainage pockets.
 - b. Connection to utility pole, including riser assembly, conduit, and conductor.
 - c. Meter system, including meter pan, disconnect, and circuit breaker
 - d. Ducts, pull boxes and anchor bolts on structures.
 - e. Foundation for light standards.
 - f. Light standards and bracket arms.

8. The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such agreement to any person, company, or corporation without previous consent in writing of the County, except as herein provided and by Resolution attached hereto.

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

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

MUNICIPALITY AGREES TO THE ABOVE:

Noel H. Knille
Noel H. Knille, AIA, ASLA
Commissioner of Public Works

BY: *BJC*
Print Name: Brian J. Coons
Title: SUPERVISOR

APPROVED AS TO CONTENT:

Robert H. Balkind
Robert H. Balkind, P.E.
Deputy Commissioner of Public Works

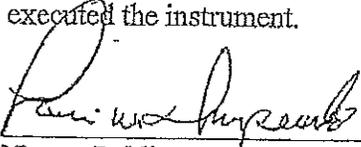
SWORN BEFORE ME THIS 21 DAY OF MAY 2015

Louis W. Imperato *By 02/21/17*
LOUIS W. IMPERATO
TOWN JUSTICE
P.O. Box 320
Pine Plains, NY 12567

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS)

SS:

On this 21 day of MAY, 2015 before me, the undersigned, a Notary Public in and for Said State, personally appeared _____, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

EXP 12/31/17

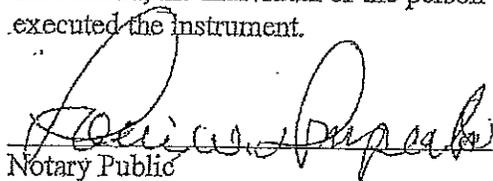
EXP 12/31/17

LOUIS W. IMPERATO
TOWN JUSTICE
P.O. Box 320
Pine Plains, NY 12567

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS)

SS:

On this 21st day of MAY, 2015 before me, the undersigned, a Notary Public in and for Said State, personally appeared _____, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

EXP: 12/31/17

LOUIS W. IMPERATO
TOWN JUSTICE
P.O. Box 320
Pine Plains, NY 12567

McKinney's Consolidated Laws of New York Annotated
Highway Law (Refs & Annos)
Chapter 25. Of the Consolidated Laws
Article I. Short Title and Definitions

McKinney's Highway Law § 2

§ 2. Definitions

Currentness

1. When used in this chapter, unless the context or subject matter otherwise requires, the terms “state department of transportation,” “state transportation department,” “department of transportation,” “transportation department,” “department,” “state commissioner of transportation,” “commissioner of transportation,” “commissioner,” and “state engineer,” shall each be deemed to refer to and to mean the state department of transportation and the state commissioner of transportation, respectively.
2. The term “county engineer” or “county superintendent,” when so used, shall mean the county engineer of highways or county superintendent of highways respectively.
3. The term “town superintendent,” when so used, shall mean the town superintendent of highways.
4. A highway within the meaning of this chapter shall be deemed to include necessary sluices, drains, ditches, waterways, embankments, retaining walls and culverts having a width of opening of twenty feet or less except as provided in section two hundred and thirty, and also the approaches of any bridge or culvert beginning at the back of the abutments. The pavement over any such bridge or culvert may also be included as a part of the highway provided such pavement is separated from such structure by an earth fill.
5. An “infant”, as used in this chapter, shall mean any person who has not attained the age of eighteen years.

Credits

(L.1936, c. 63. Amended L.1941, c. 289; L.1971, c. 1110, § 1; L.1974, c. 928, § 1.)

Notes of Decisions (22)

McKinney's Highway Law § 2, NY HWY § 2

Current through L.2015, chapters 1 to 18, 50 to 61.

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 5-G. Municipal Cooperation (Refs & Annos)

McKinney's General Municipal Law § 119-n

§ 119-n. Definitions

Effective: July 18, 2012

Currentness

As used herein:

- a. The term "municipal corporation" means a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, fire district or a school district.
- b. The term "district" means a county or town improvement district for which the county or town or towns in which such district is located is or are required to pledge its or their faith and credit for the payment of the principal of and interest on all indebtedness to be contracted for the purposes of such district. The term "district" shall also mean, for the purposes of joining a municipal cooperative health benefit plan authorized under article forty-seven of the insurance law, a soil and water conservation district established under the soil and water conservation districts law.
- c. The term "joint service" means joint provision of any municipal facility, service, activity, project or undertaking or the joint performance or exercise of any function or power which each of the municipal corporations or districts has the power by any other general or special law to provide, perform or exercise, separately and, to effectuate the purposes of this article, shall include extension of appropriate territorial jurisdiction necessary therefor.
- d. The term "joint water, sewage or drainage project" means a joint project to provide for a common supply of water, the common conveyance, treatment and disposal of sewage or a common drainage system, as described in paragraphs B, D and F of section two-a of article eight of the constitution.
- e. The term "voting strength" means the aggregate number of votes which all the members of the local governing body of a municipal corporation or district are entitled to cast.

Credits

(Added L.1960, c. 102, § 1, eff. Feb. 23, 1960. Amended L.1961, c. 681, § 2; L.1963, c. 15, § 1; L.1964, c. 355, § 1; L.1970, c. 331, § 1; L.1973, c. 171, § 1; L.1991, c. 413, § 77; L.2012, c. 191, § 1, eff. July 18, 2012.)

Notes of Decisions (5)

McKinney's General Municipal Law § 119-n, NY GEN MUN § 119-n