

RESOLUTION NO. 2016065

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF EAST FISHKILL FOR MAINTENANCE OF THE TOWN OF EAST FISHKILL PORTION OF THE WILLIAM R. STEINHAUS DUTCHESS RAIL TRAIL

Legislators PULVER, BOLNER, SAGLIANO, LANDISI, and HORTON offer the following and move its adoption:

WHEREAS, by Resolution Numbers 208332 and 2014040 this Legislature approved Intermunicipal Agreements with the Town of East Fishkill (Town) for maintenance of the Town of East Fishkill portion of the William R. Steinhaus Dutchess Rail Trail, and

WHEREAS, the County and Town desire to continue their agreement and enter into a new Intermunicipal Agreement, a copy of which is attached, for the term January 1, 2016 through December 31, 2017, 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 approved this Intermunicipal Agreement, 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 or his designee to execute such Agreement with the Town of East Fishkill in substantially the same form attached hereto.

CA-027-16  
CAB/kvh/G-1391-L  
2/16/16  
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 14th day of March 2016, 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 14th day of March 2016.

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 \$ 0

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):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

The County has inter-municipal agreements with multiple towns, including Wappingers, East Fishkill, and Poughkeepsie, for maintenance on the WRS Dutchess Rail Trail. These agreements are at no cost to the County and provide an annual cost savings in routine trail maintenance as well as considerable efficiency savings for parks staff.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 2/10/2016

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date 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 TOWN OF EAST FISHKILL, a municipal corporation with its offices at 330 Route 376, Hopewell Junction, NY 12533 (hereinafter referred to as the "TOWN")

### *WITNESSETH:*

WHEREAS, the County has completed construction of the William R. Steinhaus Dutchess Rail Trail ("WRSDRT") which traverses through the Towns of Poughkeepsie, LaGrange, Wappinger and East Fishkill, and,

WHEREAS, it was envisioned that the maintenance responsibilities for the WRSDRT would be shared by the Towns and the County

WHEREAS, the Town wishes to assist the County in providing proper maintenance for that portion of the WRSDRT that traverses through the Town of East Fishkill so as to encourage its use,

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Town shall assist the County in the maintenance of the WRSDRT by providing the services as set forth on Exhibit "A," "Scope of Services," attached hereto and made a part hereof.

2. TERM OF AGREEMENT. The term of this Agreement is January 1, 2016-December 31, 2017. Representatives of the County and Town will meet on or about November 1, 2017 to review each party's maintenance responsibilities.

3. COUNTY TO INDEMNIFY THE TOWN. The County shall defend, protect, and indemnify the Town for damages done to property, injury, or death to persons resulting from the negligence of the County's employees in connection with the County's ownership of the WRSDRT and the work done by County employees in connection this agreement.

4. TOWN TO INDEMNIFY COUNTY. The Town shall defend, protect, and indemnify the County for damages done to property, injury or death to persons resulting from the negligence of the Town's employees in connection with the Town's maintenance responsibilities in connection with the WRSDRT as described in this agreement.

5. INSURANCE REQUIREMENTS. At all times during the term of this agreement, the parties agree to maintain the following insurance and shall provide proof thereof to each other in the form of a Certificate of Insurance and additional insured endorsement page(s):

(a) Statutory Worker's Compensation and Disability coverage in compliance with the Compensation Law of the State of New York.

(b) Commercial General Liability Insurance coverage including blanket contractual coverage for the scope of work connected to this Agreement with limits of not less than five million dollars (\$5,000,000.00) per occurrence. The insurance shall be written on an occurrence coverage form and include for bodily injury and property damage liability. The parties agree to list each other as additional insured, provide each other with waivers of subrogation and notice of cancellation from their respective policies.

6. DISPUTES. The parties agree that should disagreements arise in connection with this agreement that the parties will jointly choose an arbitrator to hear and resolve the disagreement. In the event the parties are unable to agree on an arbitrator within two (2) weeks from demand of the other party, either party to this Agreement may make application to any resident Justice of the Supreme Court, sitting in Dutchess County, to appoint an arbitrator. The parties will equally divide the cost of the arbitrator.

7 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

\_\_\_\_\_  
County Attorney's Office

BY: \_\_\_\_\_  
Marcus J. Molinaro  
County Executive

APPROVED AS TO CONTENT:

TOWN OF EAST FISHKILL

\_\_\_\_\_  
Department of Public Works

BY: \_\_\_\_\_  
John Hickman, Supervisor

## SCOPE OF SERVICE-East Fishkill

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1. **Repairs.** The County shall be responsible for all repairs, replacements, and improvements associated with the William R. Steinhaus Dutchess Rail Trail (WRSDRT).
2. **Inspection and Monitoring.** The County will conduct regular inspections of the WRSDRT to identify obstacles, hazards, or items needing repair or maintenance. The Town will also inspect the respective Town sections of the WRSDRT for same on at least a monthly basis and will report to the County any obstacles, hazards, or items needing repair and maintenance as soon as practical.
3. **Vegetation Removal.** The County shall be responsible for a regular schedule of vegetation maintenance, including cutting, clearing, and removal, to limit encroachment on the WRSDRT. This work shall be performed a minimum of three times a year from April to October. The Town shall perform light trimming and removal of small tree limbs, branches and weed whacking at the trail heads and parking lots associated with the WRSDRT four (4) times per year between April and October.
4. **Mowing.** The County shall mow the shoulder of the WRSDRT a minimum of four (4) times per year. The Town shall mow the areas around the trail heads and parking lots associated with the WRSDRT a minimum of four (4) times per year between April and November.
5. **Litter Removal.** The Town shall empty garbage from the trash can at Hopewell Depot and parking lot on a weekly basis. The County shall install signs which indicate that the WRSDRT is a carry-in/carry-out linear park.
6. **Graffiti.** The Town shall notify the County of the existence of any graffiti on the WRSDRT as soon as it is noticed. The Town is not responsible for removal of graffiti on the WRSDRT.
7. **Surface Maintenance During Winter Months.** The WRSDRT shall be kept in its natural condition during winter months, with neither the WRSDRT nor the access walkways being plowed or sanded by the County. The Town agrees to plow and sand the designated WRSDRT parking area at Van Wyck Lane as soon as practical after a weather event, based on the Town's road plowing and sanding scheduling. The Town shall sweep the parking areas on an annual basis during the spring of each year.
8. **Sign Repair.** The County shall inspect the condition and placement of required signs in its periodic inspections of the WRSDRT. It shall be the County's responsibility to maintain, repair and/or replace any signs. The Town shall notify the County of any necessary sign repairs that are seen on their monthly inspections (or reported at any time) as soon as practical.

9. **Drainage/Stormwater Management Facilities.** The County shall inspect and maintain all of the drainage culverts and storm water management facilities on the WRSDRT on an annual basis and shall undertake any necessary repairs or replacements. The Town shall notify the County of any potential drainage or storm water issues that are seen on their monthly inspections (or reported at any time) as soon as practical.
  
10. **Emergencies.** Both the County and the Town shall have the right to close any section of the WRSDRT for emergency or safety purposes. The Town official who makes the decision to close any portion of the WRSDRT shall be responsible for immediately contracting the appropriate fire, police and/or rescue authorities, post a "WRSDRT closed" sign, and contact the County Parks Duty Officer (914-456-6403) and the Park Director (845-249-8986). The following information should be provided when reporting a closure: the nature and location of the incident, the end points of the closed portion of the WRSDRT, the time and expected duration of the closures, and what, if any, assistance is required from the County. The County will also notify the Town should closure of the WRSDRT be required. Town shall designate those Town officials authorized to close the WRSDRT and take the above action.
  
11. **Police Presence-** The Town's responsibility to maintain a police presence on the WRSDRT and associated parking areas shall consist of : emergency responses, patrols by automobile or bicycle, and as mandated by the Town of East Fishkill Police Chief. These patrols shall be coordinated by the Town with the County Sheriff's Office. The County Sheriff's office shall also provide patrols of the WRSDRT. The Town Police Chiefs or their designee and the County Sheriff staff shall meet to discuss issues as they arise.

RESOLUTION NO. 208332

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF EAST FISHKILL FOR MAINTENANCE OF THE EAST FISHKILL PORTION OF THE DUTCHESS RAIL TRAIL

Legislators KELLER-COFFEY, MANSFIELD, and HORTON offer the following and move its adoption:

WHEREAS, the County has completed construction of Stage 1 of the Dutchess Rail Trail (Trail), which is located in the Town of East Fishkill (Town), and

WHEREAS, the Town has agreed to assist the County with the maintenance of the Trail, and

WHEREAS, the County and the Town desire to enter into an Intermunicipal Agreement with respect to this project, 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

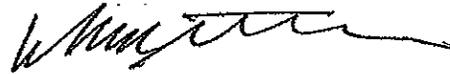
WHEREAS, the Town has already approved the maintenance agreement, a copy of which is attached hereto, and

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 East Fishkill in substantially the same form attached hereto.

CA-209-08  
CAB/ca/G-1391-D  
10/15/08  
Fiscal Impact: See attached statement

APPROVED



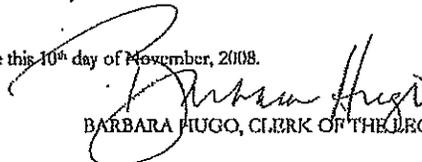
WILLIAM R. STEINHAUS  
COUNTY EXECUTIVE

Date November 24, 2008

STATE OF NEW YORK  
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 10<sup>th</sup> day of November, 2008, 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 10<sup>th</sup> day of November, 2008.

  
BARBARA HUGO, CLERK OF THE LEGISLATURE

RESOLUTION NO. 2014040

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF EAST FISHKILL FOR MAINTENANCE OF THE TOWN OF EAST FISHKILL PORTION OF THE WILLIAM R. STEINHAUS DUTCHESS RAIL TRAIL

Legislators BOLNER, HORTON, and WEISS offer the following and move its adoption:

WHEREAS, by Resolution No. 208332 this Legislature approved an Intermunicipal Agreement with the Town of East Fishkill (Town) for maintenance of the Town of East Fishkill portion of the Dutchess Rail Trail, and

WHEREAS, said Intermunicipal Agreement automatically renewed for a term of one year through November 30, 2010 and then a three year term through November 30, 2013, and

WHEREAS, the County and Town desire to continue their agreement and enter into a new Intermunicipal Agreement for the term January 1, 2014 through December 31, 2015, 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 maintenance 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 East Fishkill in substantially the same form attached hereto.

CA-43-14  
CAB/ca/G-1391-L  
2/13/14  
Fiscal Impact: See attached statement

STATE OF NEW YORK  
COUNTY OF DUTCHESS

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 3/19/2014

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 10<sup>th</sup> day of March 2014, 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 10th day of March 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE