

Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo		✓	✓
District 4 - Town of Hyde Park	Black	✓		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 8 - City and Town of Poughkeepsie	Brendli	✓		
District 22 - Towns of Beckman and Union Vale	Coviello	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 16 - Town of Fishkill and City of Beacon	Forman	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 18 - City of Beacon and Town of Fishkill	Landisi	✓		
District 12 - Town of East Fishkill	Metzger	✓		
District 17 - Town and Village of Fishkill	Miccio	✓		
District 1 - Town of Poughkeepsie	Nesbitt	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 9 - City of Poughkeepsie	Rieser	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 20 - Town of Red Hook	Strawinski	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Towns of Pawling, Beckman and East Fishkill	Thomes	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	✓		
Present:	<u>25</u>	Total:	<u>24</u>	<u>1</u>
Absent:	<u>0</u>			
Vacant:	<u>0</u>			

Date: 8/8/16

Regular Meeting
of the
Dutchess County Legislature

Monday, August 8, 2016

The Clerk of Legislature called the meeting to order at 7:00 p.m.

Roll Call by the Clerk of the Legislature

PRESENT: 24 Borchert, Miccio, Bolner, Strawinski, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

ABSENT: 0

PRESENT, LATE: 1 Amparo

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Rabbi Eliezer Langer of Congregation Schomre Isreal of Poughkeepsie, followed by a moment of silent meditation.

Commendations:

PROCLAMATION: DUTCHESS COUNTY IS A "UNIQUELY
PRESIDENTIAL" COUNTY

COMMENDATION: EAGLE SCOUT AIDEN WELLS

The Chairman entertained a motion from the floor, duly seconded, to suspend the rules to allow the public to address the Legislature with respect to agenda items.

No one wishing to be heard, the Chairman entertained a motion from the floor, duly seconded, to resume the regular order of business.

Chairman Borchert entertained a motion to approve the July 2016 minutes.

The July 2016 minutes were adopted.

COMMUNICATIONS RECEIVED FOR THE AUGUST 2016 BOARD MEETING

Received the following from County Clerk:

- Mortgage Tax Detail Ledger and Mortgage Tax Report for July 2016
- Summary of Mortgage Tax Received April 2016 – July 2016
- Foreclosure Report – July 2016

Received from New York State Department of Taxation and Finance, 2015 Statement of County Equalization.

Received from Duane Keezer, Ride 4 Life NY President and Organizer, email regarding 5th Annual Ride 4 Life benefit motorcycle run to benefit Thaddeus Harklerode a 7-year old boy who suffers from Ohtahara Syndrome.

Received from Cattaraugus County Legislature, Act No. 372-2016, Supporting S.4237-A and A.10510 Regarding Increase in Vendor Fees at Certain Gaming Facilities.

Received from Comptroller, audit of the Dutchess County Soil and Water Conservation District for the time period January 1, 2015 – December 31, 2015.

Received from Charles Davenport, Wappingers Falls, email regarding Orange County's resolution entitled, Resolution of the Orange County Legislature of Orange County, New York Opposing Extension of Disastrous Trade Policies (Trans-Pacific Partnership Free Trade Agreement).

Received from Legislator Strawinski, email from Andrew Carpenter, Biologist-Mosquito Control Services, regarding providing a viral surveillance/response program and/or a complete countywide mosquito control program.

Received from Beekman Town Clerk, Notice of Public Hearing regarding proposed change of zoning for Parcel #6758-00-941778 from Poughquag Hamlet (PH) District to Highway Commercial (C-2) District.

Received from Saugerties Town Clerk, Resolution Amending Local Law No. 3 of 1989, Amended in its Entirety by Local Law 1 of the Year 2008, entitled "Code of the Town of Saugerties".

Received from Center for Judicial Accountability, Inc., email regarding the state-imposed District Attorney salary increase.

Received from NYS Department of Public Service, Office of Consumer Services, Factsheet and Notice of Public Hearings regarding options for making additional telephone numbers available in the 518 area code.

Received from Pawling Town Clerk, Notice of Public Hearing to consider the adoption of proposed Local Law to Amend Chapter 215 "Zoning" Section 215-43.1.G of the Code of the Town of Pawling Entitled "Telecommunication Towers and Facilities".

RESOLUTION NO. 2016185

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET TO CREATE A CAPITAL PROJECT LINE

Legislators ROMAN, BORCHERT, MICCIO, BOLNER, STRAWINSKI, PULVER, HORTON, FLESLAND, SAGLIANO, LANDISI, and TRUITT offer following and moves its adoption:

WHEREAS, \$2,048,758 is in the 2016 Adopted County Budget, and

WHEREAS, on or about June 28, 2016, the County entered into a grant agreement with New York State Division of Homeland Security and Emergency Services for the period of January 1, 2016, through December 31, 2017; and

WHEREAS, the grant agreement provides funding for a multi-year project for the purchase and receipt of large equipment to include: (a) microwave system for equipment, installation and testing, (b) mobile communications radio console equipment, support and licensing and (c) PSAP radio console equipment, installation and testing, for the Department of Emergency Response, and

WHEREAS, it will be easier to account for this multi-year project as a capital project instead of in the operating budget, and

WHEREAS, it is now necessary to establish the capital project account to disburse the funds to purchase the equipment referenced above for the Department of Emergency Response, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to establish the capital project as follows:

APPROPRIATIONS – Increase

H.0497.3020.2500.10	Other Equip. 10 year	<u>\$2,048,758</u>
		<u>\$2,048,758</u>

REVENUES – Increase

H.0497.3020.33890.17	Other Pub. Safety SICG Round 4	<u>\$2,048,758</u>
		<u>\$2,048,758</u>

CA-111-16
CAB/kvh G-0148-A
07/14/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

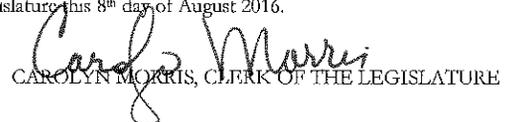
Date 8/15/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 8th day of August 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 \$ 2,048,758

Total Current Year Revenue \$ 2,048,758
and Source

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

Identify Line Item(s):

See Attached

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

This grant project is being moved to capital for accounting purposes because it is a multi-year project. It is 100% funded.

Prepared by: Laurie Colgan

Prepared On: 7/14/2016

2016 - 911 Communication Systems

APPROPRIATIONS

Increase

H.0497.3020.2500.10	Other Equipment 10 Year	\$2,048,758
		<u>\$2,048,758</u>

REVENUES

Increase

H.0497.3020.33890.17	Other Pub Safety SICG Round 4	\$2,048,758
		<u>\$2,048,758</u>

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt (VC)		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		
Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016185 AMENDING THE 2016 ADOPTED COUNTY BUDGET TO CREATE A CAPITAL PROJECT LINE

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present:	<u>25</u>	Resolution:	<u>✓</u>	Total:	<u>25</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016185 AMENDING THE 2016 ADOPTED COUNTY BUDGET TO CREATE A CAPITAL PROJECT LINE

Date: August 8, 2016

RESOLUTION NO. 2016186

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR IGNITION INTERLOCK DEVICE JOINT ENFORCEMENT PILOT PROGRAM (IIDJEPP) OFFERED TO THE TOWN OF POUGHKEEPSIE, CITY OF POUGHKEEPSIE AND THE SHERIFF'S DEPARTMENT

Legislators ROMAN, BORCHERT, MICCIO, BOLNER, STRAWINSKI, HORTON, PULVER, FLESLAND, LANDISI, TRUITT, and SAGLIANO offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, the Director of Probation and Community Corrections has been advised that the County is eligible to receive funding from the New York State Division of Criminal Justice Services in the sum of \$31,747 for the Ignition Interlock Device Joint Enforcement Pilot Program (IIDJEPP) to cover eligible jurisdictions' ignition interlock enforcement overtime costs for the time period of June 1, 2016, through September 15, 2016, or after the award has been reimbursed, and

WHEREAS, the funding requires a time keeping system be in place to document employee overtime expenses and that records may be requested to be produced and provided when requested by DCJS, and this funding shall be provided by DCJS through reimbursement vouchers rather than a contract with DCJS, and

WHEREAS, the County has determined that there are three (3) law enforcement agencies that are eligible for this funding, the Town of Poughkeepsie ("Town"), the City of Poughkeepsie ("City") and the Dutchess County Sheriff's Department ("Sheriff"), and

WHEREAS, the Town, City and Sheriff have indicated a desire to participate in the IIDJEPP, and

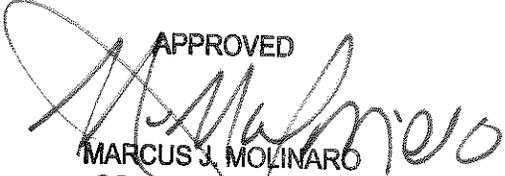
WHEREAS, the attached sample intermunicipal agreement is proposed to be used for those municipalities wishing to participate in the IIDJEPP, and

WHEREAS, it is necessary for the Legislature to approve the annexed sample intermunicipal agreement and to authorize the County Executive or his designee to execute the agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed inter municipal agreement so that the Department of Probation and Community Corrections can provide the funding to the participating law enforcement agencies and authorizes the County Executive or his designee to execute such agreements in substantially the same form as attached hereto.

CA-107-16
07/14/16
LDF/kvh
G-0182-A

Fiscal Impact: None.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/15/2016

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 8th day of August 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 8th day of August 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 \$ 0

Nature/Reason:

Anticipated Savings to County: \$0

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This is a pilot program that is being funded from the Governor's Traffic Safety Committee to be utilized by municipalities within Dutchess County for an Ignition Interlock Device Joint Enforcement Pilot Program (IIDJEPP) which will cover our jurisdiction's eligible Ignition Interlock enforcement overtime costs up to \$31,747 for the time period June 1, 2016 through September 15, 2016.

This intermunicipal agreement is between Dutchess County Probation and Community Corrections, Dutchess County Sheriff's Office, Town of Poughkeepsie Police Department and the City of Poughkeepsie Police Department. Accompanying this request is a separate resolution to accept the grant funding.

Prepared by: Joseph Minuti

Prepared On: 7/11/2016

INTER-MUNICIPAL AGREEMENT

This Inter-Municipal Agreement (hereinafter "Agreement"), bearing the date set forth on the signature page, is set forth among the Dutchess County Department of Probation and Community Corrections (hereinafter "Probation"); the Dutchess County Sheriff's Office (hereinafter "DCSO"); the Town of Poughkeepsie (on behalf of the Town of Poughkeepsie Police Department, hereinafter "TPPD"); and the City of Poughkeepsie (on behalf of the City of Poughkeepsie Police Department, hereinafter "CPPD").

WITNESSETH:

WHEREAS, a grant provided by a federal Governor's Traffic Safety Committee and administered by the New York State Division of Criminal Justice Services has awarded funding in the amount of \$31,747.00 under the Ignition Interlock Device Joint Enforcement Pilot Program (IIDJEPP) to cover eligible Ignition Interlock enforcement overtime costs, and

WHEREAS, Probation, DCSO, TPPD and CPPD desire to participate in the IIDJEPP jointly, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. Funding has been awarded in the amount of \$31,747.00 and shall be dispersed as follows:

Probation	\$5,002.00
DCSO	\$8,915.00
TPPD	\$8915.00
CPPD	\$8915.00

2. This Agreement shall be effective June 1, 2016 through September 15, 2016. Funding will not cover costs incurred after September 15, 2016 or after the \$31,747.00 award has been reimbursed.

3. A time keeping system will be put in place by Probation to document employee overtime expenses. All time records are to be sent to Probation. Probation will be responsible for submitting vouchers for reimbursement. Reimbursement is dependent on the timely submission of the required IIDJEPP Detailed Itemization of Personal Service Expenditures for and Claim for Payment. All claims for payment are to be sent to the following address:

NYS Division of Criminal Justice Services (DCJS)
Finance Office, 10th Floor
80 South Swan Street
Albany, New York 12210

4. 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:

Department of Probation and Community

Dutchess County Sheriff

Town of Poughkeepsie
Print Name _____
Title: _____

City of Poughkeepsie
Print Name: _____
Title: _____

Town of Poughkeepsie Police Department
Print Name: _____
Title: _____

City of Poughkeepsie Police Department
Print Name: _____
Title: _____

Discussion on Resolution No. 2016186 proceeded as follows:

Legislator Roman disclosed that he is a Town of Poughkeepsie employee.

Roll call on the foregoing resolution resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli,
Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson,
Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano,
Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Resolution adopted.

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt (VC)		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		
Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016186 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR IGNITION INTERLOCK DEVICE JOINT ENFORCEMENT PILOT PROGRAM (IIDJEPP) OFFERED TO THE TOWN OF POUGHKEEPSIE, CITY OF POUGHKEEPSIE AND THE SHERIFF'S DEPARTMENT

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	Miccio	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Town of Red Hook	Strawinski	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Nesbitt	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Black	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	<input type="checkbox"/>	<input type="checkbox"/>
District 8 - City and Town of Poughkeepsie	Brendli	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	Rieser	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<input type="checkbox"/>	<input type="checkbox"/>
District 11 - Towns of Rhinebeck and Clinton	Tyner	<input type="checkbox"/>	<input type="checkbox"/>
District 12 - Town of East Fishkill	Metzger	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Town of Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Town of Fishkill and City of Beacon	Forman	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon and Town of Fishkill	Landisi	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<input type="checkbox"/>	<input type="checkbox"/>
District 21 - Town of East Fishkill	Horton	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Towns of Beekman and Union Vale	Coviello	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	<input type="checkbox"/>	<input type="checkbox"/>
District 24 - Towns of Dover and Union Vale	Surman	<input type="checkbox"/>	<input type="checkbox"/>
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<input type="checkbox"/>	<input type="checkbox"/>

Present: 25 Resolution: ✓ Total: 25 0
 Absent: 0 Motion: Yes No
 Vacant: 0 Abstentions: 0

2016186 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR IGNITION INTERLOCK DEVICE JOINT ENFORCEMENT PILOT PROGRAM (IIDJEPP) OFFERED TO THE TOWN OF POUGHKEEPSIE, CITY OF POUGHKEEPSIE AND THE SHERIFF'S DEPARTMENT

Date: August 8, 2016

RESOLUTION NO. 2016187

RE: AUTHORIZATION TO ACCEPT GRANT FUNDING AND AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PROBATION AND COMMUNITY CORRECTIONS (A.3140)

Legislators ROMAN, BORCHERT, MICCIO, BOLNER, STRAWINSKI, HORTON, NESBITT, PULVER, FLESLAND, SAGLIANO, LANDISI, TRUITT, and THOMES offer the following and moves its adoption:

WHEREAS, the Director of Probation and Community Corrections has been advised that the County is eligible to receive funding from the New York State Division of Criminal Justice Services in the sum of \$31,747 for the Ignition Interlock Device Joint Enforcement Pilot Program (IIDJEPP) to cover eligible jurisdictions' ignition interlock enforcement overtime costs for the time period of June 1, 2016, through September 15, 2016, or after the award has been reimbursed, and

WHEREAS, the funding requires a time keeping system be in place to document employee overtime expenses and that records may be requested to be produced and provided when requested by DCJS, and this funding shall be provided by DCJS through reimbursement vouchers rather than a contract with DCJS, and

WHEREAS, it is necessary to amend the 2016 Adopted County Budget to provide for receipt and expenditure of these funds, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to accept the grant funding and amend the 2016 Adopted County Budget as follows:

APPROPRIATIONS - Increase

A.3110.25.1040	Straight Overtime-Sheriff	\$ 8,915
A.3140.1040	Straight Overtime – Probation	\$ 5,002
A.3140.4442.1300	Municipalities City of Poughkeepsie	\$ 8,915
A.3140.4442.4689	Municipalities Town of Poughkeepsie	\$ 8,915
		<u>\$31,747</u>

REVENUES - Increase

A.3140.33890.10	Other Public Safety - IID	<u>\$31,747</u>
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CA-106-16
LDF/kvh/G-0182-A
7/14/16
Fiscal Impact: See attached statement

APPROVED

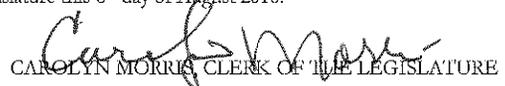
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/10/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 8th day of August 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 \$ 31,747

Total Current Year Revenue \$ 31,747
and Source

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

Identify Line Items(s):

See Attached

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This is a pilot program that is being funded from the Governor's Traffic Safety Committee to be utilized by municipalities within Dutchess County for an Ignition Interlock Device Joint Enforcement Pilot Program(IIDJEPP) which will cover our jurisdiction's eligible Ignition Interlock enforcement overtime costs up to \$31,747 for the time period June 1, 2016 through September 15, 2016.

Prepared by: Joseph Minuti

Prepared On: 7/11/2016

2016 - Ignition Interlock Device Joint Enforcement Pilot Program

APPROPRIATIONS

Increase

A.3110.25.1040	Straight Overtime - Sheriff	\$8,915
A.3140.1040	Straight Overtime - Probation	\$5,002
A.3140.4442.1300	Municipalities City of Poughkeepsie	\$8,915
A.3140.4442.4689	Municipalities Town of Poughkeepsie	\$8,915
		<u>\$31,747</u>

Decrease

A.3140.33890.10	Other Public Safety - IIDJEPP	\$31,747
		<u>\$31,747</u>

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt (VC)		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016187 AUTHORIZATION TO ACCEPT GRANT FUNDING AND AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PROBATION AND COMMUNITY CORRECTIONS (A.3140)

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2016187 AUTHORIZATION TO ACCEPT GRANT FUNDING AND AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PROBATION AND COMMUNITY CORRECTIONS (A.3140)

Date: August 8, 2016

RESOLUTION NO. 2016188

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE FOR CHESTNUT RIDGE ROAD OVER COOPERTOWN BROOK IN THE TOWN OF DOVER (PIN 8757.37)

Legislators PULVER, MICCIO, BOLNER, SURMAN and STRAWINSKI offer the following and move its adoption:

WHEREAS, a Project for the Chestnut Ridge Road over Cooperstown Brook (BIN 3342950) in the Town of Dover, Dutchess County, PIN 8757.37 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 2015044 adopted by this Legislature on March 9, 2015, approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection work, and

WHEREAS, it was subsequently found necessary to undertake additional construction and construction inspection work not contemplated to the original agreement authorized by the previous Resolution, and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction and construction inspection work for the project, and, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Dutchess County Legislature hereby authorizes the County of Dutchess to pay in the first instance 100% of the federal and non-federal share of the cost of the increase of construction and construction inspection work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$304,000 (\$1,644,000 minus previous \$1,340,000) is hereby appropriated and made available from Capital Project H0289.5120.3450.213 – 2000 Bridges (ISTEA/TEA21) and made available to cover the cost of participation in the above phase of the Project, and it is further

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

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

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

RESOLVED, that this resolution shall take effect immediately.

CA-1022-16
CAB/kvh/R-0944
7/14/16
Fiscal Impact: See attached statement
Supplement #3

STATE OF NEW YORK
COUNTY OF DUTCHESS

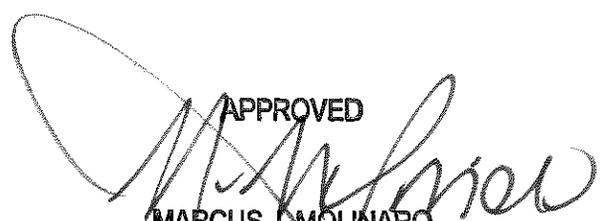
ss:

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 8th day of August 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 8th day of August 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

APPROVED


MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/15/16

Fiscal Impact Statement

Resolution Request Number

1022

No Fiscal Impact Projected

Total Current Year Cost

\$304,000.00

Total Current Year Revenue and Source

\$243,200.00

Source of County Funds (If OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS



Explanation / Identify Line Item(s)

H0289.5120.3450.213

Amount and Nature of Related Expenses

\$0.00

Anticipated Savings to County

\$0.00

Net County Cost for Current Year

\$60,800.00

Net County Cost Over Five Years

\$0.00

Additional Comments / Explanation

Related to request to accept Supplemental Agreement #3 for additional funds for Construction & Construction Inspection funds from NYSDOT for PIN 8757.37 Ridge Road over Coopertown Brook, Town of Dover, Bridge D-32, BIN 3342950

Prepared By
Rosanne Hall

Date Submitted
7/12/2016

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: Dutchess County
PIN: 8757.37
BIN: N/A
Comptroller's Contract No: D024758
Supplemental Agreement No. 3
Date Prepared & By: 07/07/2016dh

SUPPLEMENTAL AGREEMENT NO 3 to D024758

This Supplemental Agreement is by and between:

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

And

Dutchess County (the Municipality/Sponsor)
Acting by and through the **County Executive**
With its office at **22 Market Street, Poughkeepsie, Dutchess County, New York**

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

- amending a project description
- amending the contract end date
- X amending the scheduled funding by:
 - X adding additional funding:
 - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
 - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
 - X increasing funding for a project phases(s) - **Construction**
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing a project phase(s)
 - other (xxxxx)

Amends a previously adopted Schedule "B"

X Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

Amends the Text of the Agreement as follows:

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8757.37**

JSC Municipal Contract #: D024758 **Contract Start Date:** 3/16/2006 (mm/dd/yyyy) **Contract End Date:** 9/30/2019 (mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No. 3

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Dutchess County
 Other Municipality/Sponsor (if applicable): _____

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BR REPLACE **County (If different from Municipality):** Dutchess County

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: BIN 3342950 - Ridge Road over Cooperstown Brook, Town of Dover, Dutchess County

Marchiselli Allocations Approved FOR ALL PHASES To compute Total Costs in the last row and column, right click in each field and select "Update Field."

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$	\$	\$201,000.00	\$201,000.00
<input type="checkbox"/>	Current SFY	\$	\$	\$0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$201,000.00	\$201,000.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8757.37.321	Current	STP (80%)	\$1,644,000.00	\$1,315,200.00	\$201,000.00 *	\$127,800.00	\$0.00
	Old	STP (80%)	\$1,315,000.00	\$1,072,000.00	\$201,000.00	\$67,000.00	\$0.00
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$1,644,000.00	\$1,315,200.00	\$201,000.00	\$127,800.00	\$ 0.00

NYS DOT/State-Local Agreement -- Schedule A

3. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8757.37.121	Current	STP	\$160,000.00	\$128,000.00	\$0.00	\$32,000.00
	Old	STP	\$160,000.00	\$128,000.00	\$0.00	\$32,000.00
8757.37.221	Current	STP	\$5,447.98	\$4,358.38	\$0.00	\$1,089.60
	Old	STP	\$5,447.98	\$4,358.38	\$0.00	\$1,089.60
8757.37.222	Current	HBRRP	\$5,698.02	\$4,558.62	\$0.00	\$1,139.40
	Old	HBRRP	\$5,698.02	\$4,558.62	\$0.00	\$1,139.40
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$171,146.00	\$136,917.00	\$ 0.00	\$34,229.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$1,452,117.00	\$201,000.00	\$0.00	\$162,099.00	\$1,815,216.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi	<i>absent</i>	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present:	<u>11</u>	Resolution:	<u>✓</u>
Absent:	<u>1</u>	Motion:	<u>—</u>
Vacant:	<u>0</u>	Total :	<u>11</u> <u>0</u>
		Yes	No
		Abstentions:	<u>0</u>

2016188 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE “MARCHISELLI” PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE FOR CHESTNUT RIDGE ROAD OVER COOPERTOWN BROOK IN THE TOWN OF DOVER (PIN 8757.37)

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 25 0
 Yes No
 Abstentions: 0

2016188 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE FOR CHESTNUT RIDGE ROAD OVER COOPERTOWN BROOK IN THE TOWN OF DOVER (PIN 8757.37)

Date: August 8, 2016

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2016189

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. NY IN CONNECTION WITH THE INTERSECTION IMPROVEMENTS TO OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR 94), TOWN OF WAPPINGER, (PIN 8758.71)

Legislators PULVER, MICCIO, BOLNER, and INCORONATO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvements to the intersection located at Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) in the Town of Wappinger, Dutchess County, which project includes the acquisition of portions of certain properties, and

WHEREAS, this Legislature determined in Resolution No. 2014272, that the improvement project constitutes a Type I action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and will not have a significant negative impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to complete the improvements to the intersection, it is necessary to acquire in fee a portion of property presently owned by the Mid-Hudson Sikh Cultural Society, Inc. NY and

WHEREAS, the acquisition in fee is a portion of parcel number 135689-6257-04-919433-0000, described as 21,100.84+/- square feet more or less as shown on Map No. 5, Parcel No. 5, copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

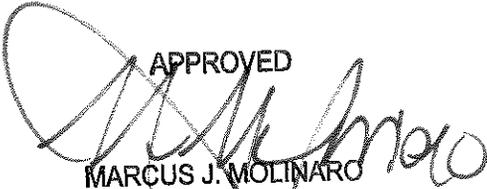
WHEREAS, the Commissioner of Public Works has recommended that the subject property, be purchased for the sum of \$8,285 plus up to \$1,000 for related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$8,285 plus up to \$1,000 for related expenses, if required, for a Fee Acquisition in accordance with the Agreement to Purchase Real Property, that the County reimburse the property owner for fees associated with the Release of Mortgage application, if any, and pay all necessary filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-1017-16
CAB/kvh/R-0931-P
7/13/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/17/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 8th day of August 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number

1017

No Fiscal Impact Projected

Total Current Year Cost

\$9,285.00

Total Current Year Revenue and Source

\$8,820.00

H0384.5110.3009 Roads ISTEAs

Source of County Funds (If OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS



Explanation / Identify Line Item(s)

Amount and Nature of Related Expenses

\$0.00

Anticipated Savings to County

\$0.00

Net County Cost for Current Year

\$465.00

Net County Cost Over Five Years

\$0.00

Additional Comments / Explanation

PIN 8758.71 Old Hopewell Rd. (CR28) /All Angels Hill Rd. (CR94 Intersection Improvements, Town of Wappinger

Fee Acquisition a 1,960.34+/- sq. meter (21,100.84+/- sq. ft.) parcel as shown on Map 5, Parcel 5, for the purchase price of \$8,285 from the Mid-Hudson Sikh Cultural Society, Inc., NY

Related expenses in the amount of \$1,100 are included in the Total Current Year Cost

Prepared By

Matthew Davis

Date Submitted

7/12/2016

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) Intersection Improvements
PIN: 8758.71 Map: 5 Parcel: 5

This Agreement by and between The Mid-Hudson Sikh Cultural Society, Inc. N.Y., hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a Fee Acquisition to a 1,960.34± Square Meter (21,100.84± Square Foot) parcel located parallel to the easterly side of County Route 94 (All Angels Hill Road) toward its intersection with County Route 28 (Old Hopewell Road) and thereafter extending westerly along the northern side of Route 28 ending in the area just east of an existing 20' wide utility easement as shown on Pg. 1 of the acquisition map, in the Town of Wappinger, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated October 31, 2013, and recorded on November 12, 2013 as Document #02 2013 6065 in the Office of the County Clerk for Dutchess County, New York with the address the N/W corner of the All Angels Hill & Old Hopewell Roads intersection (Re. Tax map No. 135689-6257-04-919433-000), and being the same lands designated as Map 5, Parcel 5 on exhibit "A" attached here to.

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Agreement: a substantially depreciated box wire fence and some natural vegetation of no contributory value
3. **PURCHASE PRICE.** The total purchase price is EIGHT THOUSAND TWO HUNDRED EIGHTY-FIVE DOLLARS (\$8,285). This price includes the acquisition of the above real property in Fee Acquisition as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about September 20, 2016.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the Fee Acquisition on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any Liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. ENTIRE AGREEMENT. This Agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be executed by the Dutchess County Executive in order for it to be binding on the parties.
11. NOTICES. All notices under this Agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.
12. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this Fee Acquisition as a result of the Old Hopewell Road (CR 28)/All Angels Hill Road (CR 94) Intersection Improvements, PIN 8758.71: Including, but not limited to: intersection improvements of Old Hopewell Road (CR 28) and All Angels Hill Road (CR 94) for purposes connected with the highway system of the County of Dutchess in connection with the rehabilitation of County Route 28 (Old Hopewell Road).

IN WITNESS WHEREOF, on this 13 day of JUNE, 2016, the parties have entered into this Agreement.

Seller: The Mid-Hudson Sikh Cultural Society, Inc. N.Y.
Representative:

By: DAVINDER SINGH SAINI
Printed Name, Title:
DAVINDER SINGH SAINI
CHAIRPERSON

By: DALWIT SINGH VIRK
Printed Name, Title:
DALWIT SINGH VIRK
PRESIDENT

COUNTY OF DUTCHESS)

Buyer: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By, _____
Carol A. Bogle
County Attorney's Office

Robert H. Balkind, P.E.
Deputy Commissioner



COUNTY ROUTE 28 OLD
HOPEWELL ROAD /
COUNTY ROUTE 94 (ALL
ANGELS HILL ROAD)
CAPACITY IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8756.71

MAP NO. 5
PARCEL NO. 5
SHEET 1 OF 5

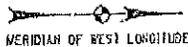
Originals of this map (sheets 1 through 5) are on file in the offices of the Dutchess County Department of Public Works.

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Real Property Tax Parcel ID No. 135685-6257-04-97B433-0000

THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y. (REPUTED OWNER)

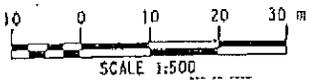
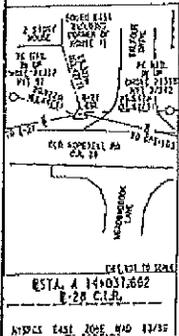
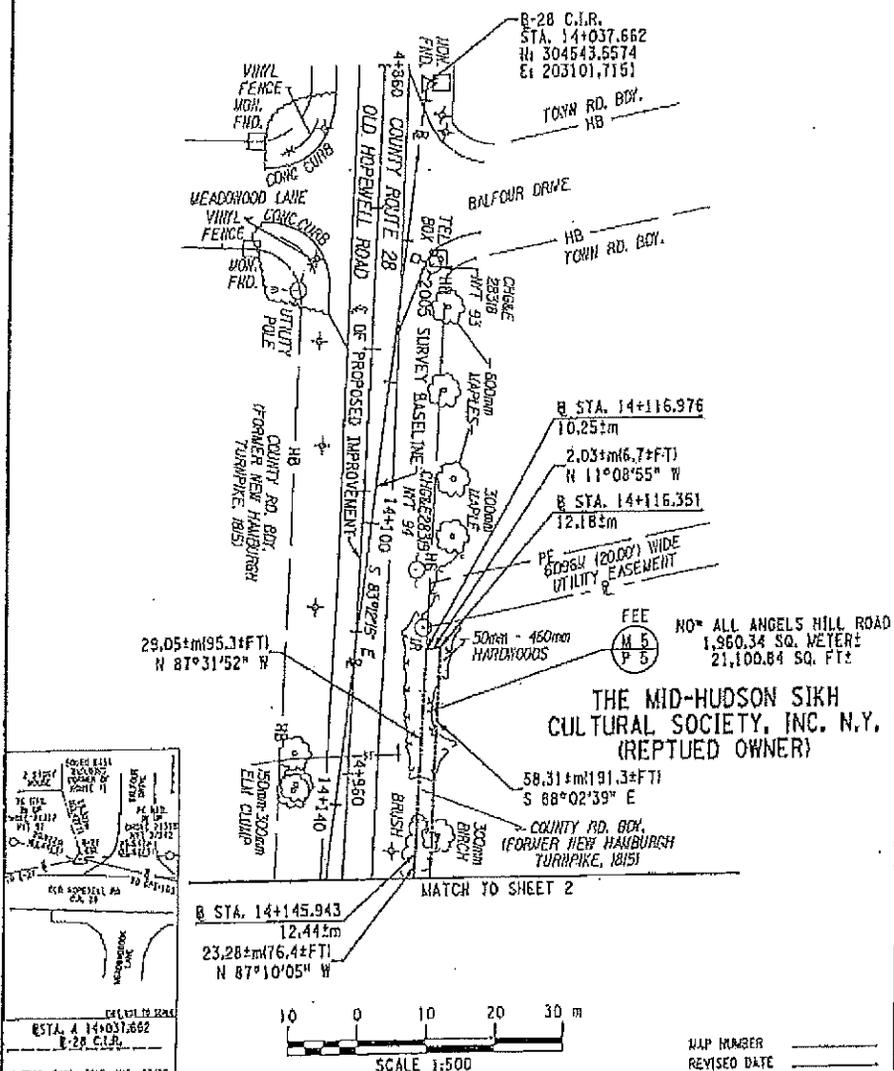
DOCUMENT# 02-2013-6065

TRUE NORTH AT THE 74°30'



Town of Kappogog
County of Dutchess
State of New York

REPUTED OWNER:
THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y.
80° ALL ANGELS HILL ROAD
WAPPINGER FALLS NY 12590



MAP NUMBER _____
REVISED DATE _____

DATE PLOTTED: 02/28/2013 10:00 AM



COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PI# 8758.71

MAP NO. 5
PARCEL NO. 5
SHEET 2 OF 5

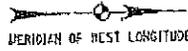
Originals of this map (sheets 1 through 5) are on file at the offices of the Dutchess County Department of Public Works.

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Real Property Tax Parcel ID No. 135689-6257-04-915433-0000

THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y. (REPUTED OWNER)

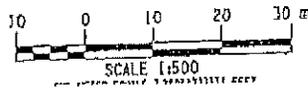
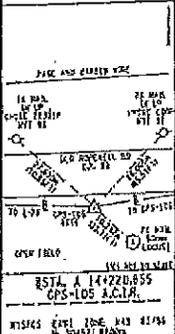
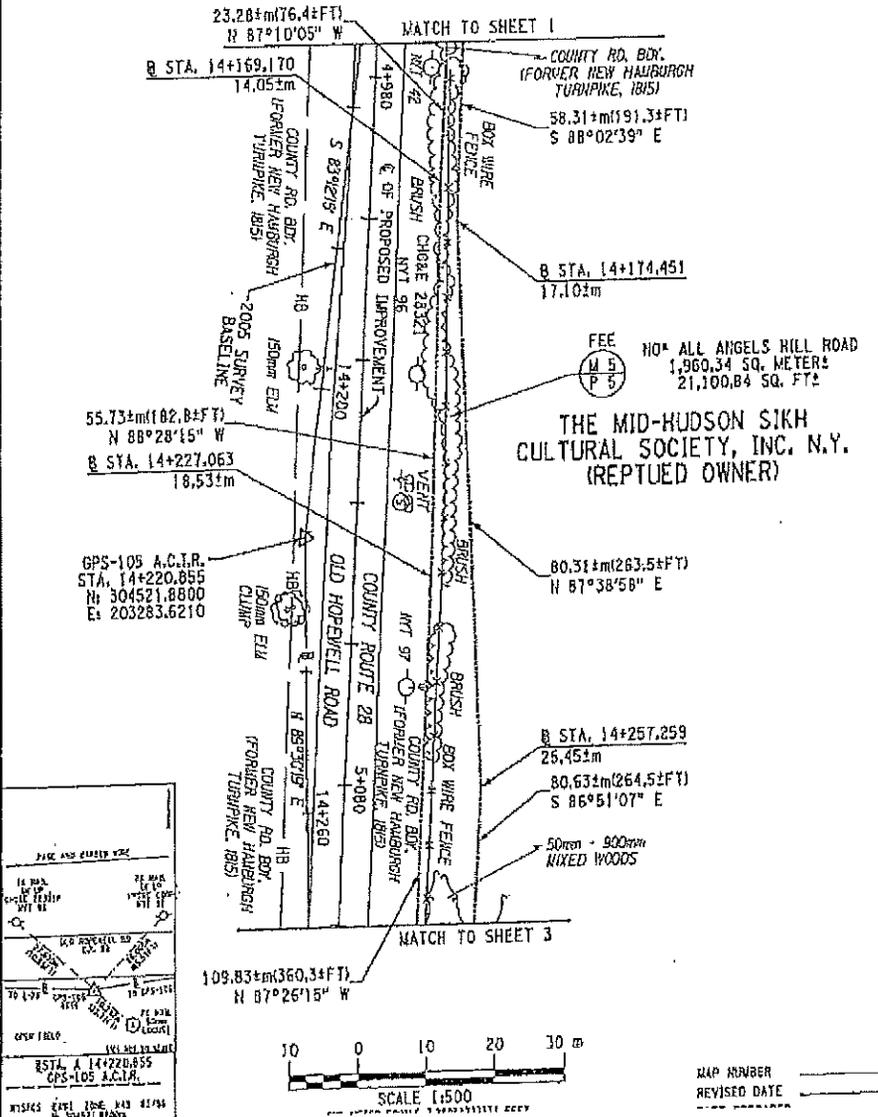
DOCUMENT# 02-2013-8065

TRUE NORTH AT THE 74°30'



Town of Hopfinger
County of Dutchess
State of New York

REPUTED OWNER:
THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y.
NO. ALL ANGELS HILL ROAD
HOPFINGER FALLS NY 12590



MAP NUMBER _____
REVISED DATE _____



COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8158.71

MAP NO. 5
PARCEL NO. 5
SHEET 3 OF 5

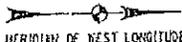
Originals of this map (sheets 1 through 5) are on file at the offices of the Dutchess County Department of Public Works.

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Real Property Tax Parcel ID No. 135689-6257-04-919433-0000

THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y. (REPUTED OWNER)

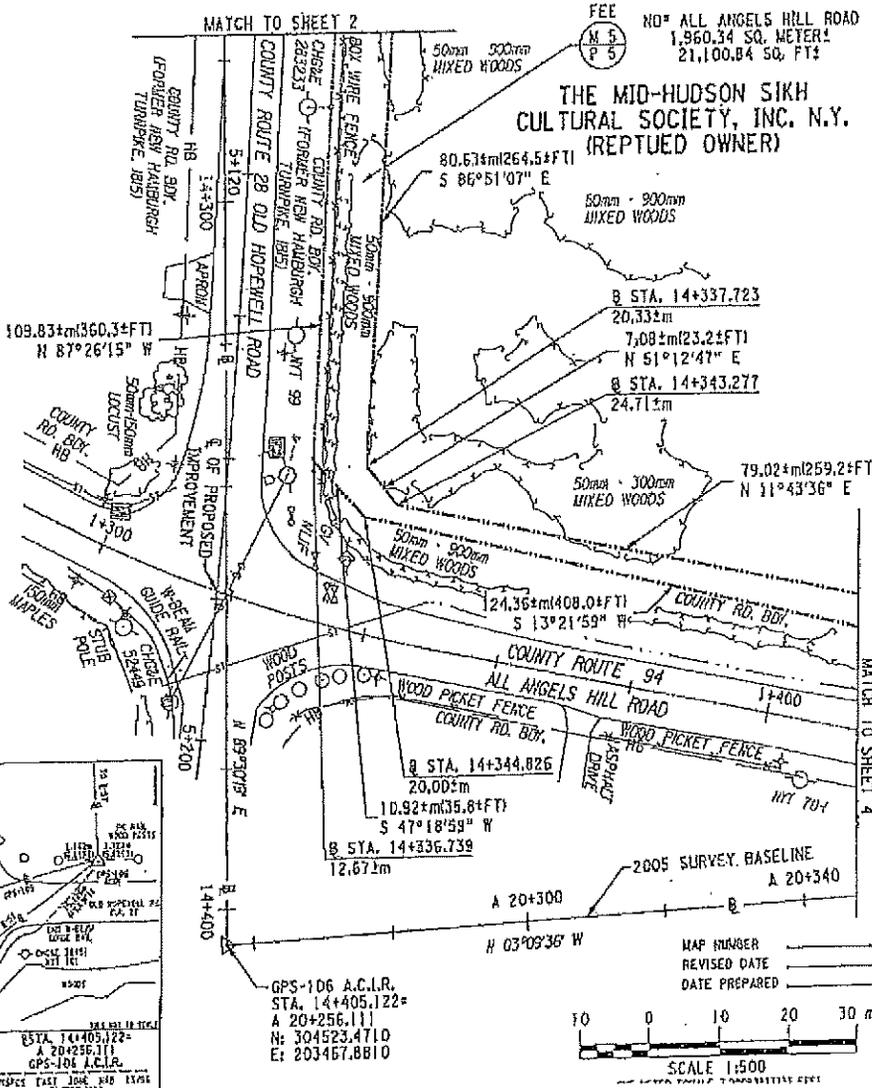
DOCUMENT# 02-2013-6065

TRUE NORTH AT THE 74°30'



Town of Wappinger
County of Dutchess
State of New York

REPUTED DRIVER:
THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y., 107 ALL ANGELS HILL ROAD RAPPINGER FALLS, NY 12590





COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8158.71

MAP NO. 5
PARCEL NO. 5
SHEET 4 OF 5

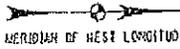
Originals of this map (sheets 1 through 5) are on file at the office of the Dutchess County Department of Public Works.

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Real Property Tax Parcel ID No. 135689-5257-04-919433-0000

THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y. (REPUTED OWNER)

DOCUMENT# 02-2013-8095

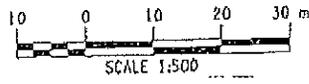
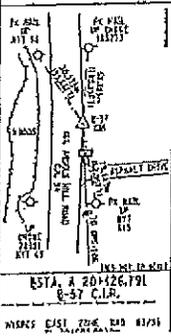
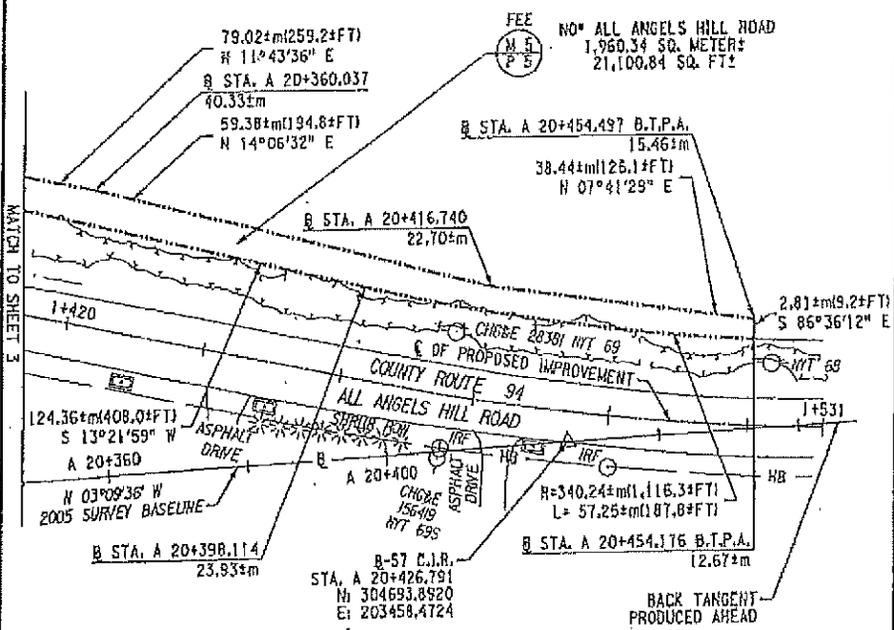
TRUE NORTH AT THE 74°30'



Town of Wappinger
County of Dutchess
State of New York

REPUTED DRIVER:
THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y.
400 ALL ANGELS HILL ROAD
WAPPINGER FALLS, NY 12590

THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y. (REPUTED OWNER)



MAP NUMBER _____
REVISED DATE _____

DATE: 04/15/13 08:28:00 AM



COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PN 8758.71

MAP NO. 5
PARCEL NO. 5
SHEET 5 OF 5

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 11B of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREAFTER DESIGNATED AS PARCEL NO. 5, SITUATE IN THE TOWN OF BAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD), SAID POINT BEING 10.261m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+116.9761 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS; THENCE THROUGH THE PROPERTY OF THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. N.Y. (REPUTED OWNER) THE FOLLOWING NINE (9) COURSES AND DISTANCES: (1) NORTH 11°-08'-55" WEST 2.032m (6.671 FT.) TO A POINT 12.182m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+116.9761 OF SAID BASELINE; (2) SOUTH 81°-02'-38" EAST 68.312m (224.101 FT.) TO A POINT 17.105m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+116.9761 OF SAID BASELINE; (3) NORTH 87°-38'-58" EAST 80.312m (263.581 FT.) TO A POINT 25.451m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+257.2582 OF SAID BASELINE; (4) SOUTH 86°-51'-01" EAST 80.631m (264.521 FT.) TO A POINT 20.332m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+337.7231 OF SAID BASELINE; (5) NORTH 57°-12'-47" EAST 1.032m (3.387 FT.) TO A POINT 24.711m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+343.2771 OF SAID BASELINE; (6) NORTH 11°-43'-36" EAST 79.021m (259.211 FT.) TO A POINT 40.331m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+360.0572 OF SAID BASELINE; (7) NORTH 14°-06'-32" EAST 59.581m (194.811 FT.) TO A POINT 22.702m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+416.1402 OF SAID BASELINE; (8) NORTH 07°-41'-28" EAST 58.442m (191.711 FT.) TO A POINT 15.461m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+454.4912 OF THE BACK SLOPMENT PRODUCED AHEAD OF SAID BASELINE; AND (9) SOUTH 86°-36'-12" EAST 2.812m (9.221 FT.) TO A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD), THE LAST MENTIONED POINT BEING 12.671m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+454.1761 OF THE BACK TANGENT PRODUCED AHEAD OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 340.241m (1116.311 FT.), A DISTANCE OF 57.251m (187.811 FT.) TO A POINT 23.931m DISTANT WESTERLY MEASURED AT RIGHT ANGLES FROM STATION A 20+358.1142 OF SAID BASELINE; (2) SOUTH 13°-21'-59" WEST 124.961m (409.811 FT.) TO A POINT 20.001m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+344.8268 OF SAID BASELINE; AND (3) SOUTH 47°-18'-59" WEST 10.921m (35.831 FT.) TO ITS INTERSECTION WITH THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD), THE LAST MENTIONED POINT BEING 12.671m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+336.1392 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 87°-25'-15" WEST 109.831m (360.311 FT.) TO A POINT 18.631m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+227.0531 OF SAID BASELINE; (2) NORTH 08°-28'-15" WEST 55.131m (180.811 FT.) TO A POINT 14.051m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+169.1702 OF SAID BASELINE; (3) NORTH 87°-10'-05" WEST 21.281m (69.411 FT.) TO A POINT 12.442m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 14+145.9432 OF SAID BASELINE; AND (4) NORTH 87°-31'-52" WEST 29.051m (95.311 FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,860.342 SQUARE METERS (21,100.842 SQUARE FEET) MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2005 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 14+037.6621; THENCE SOUTH 81°-12'-15" EAST TO STATION 14+220.0551; THENCE NORTH 89°-30'-19" EAST TO STATION 14+405.1222 = A 20+256.1111; ALSO BEGINNING AT STATION 14+405.1222 = A 20+256.1111; THENCE NORTH 03°-09'-36" WEST TO STATION A 20+426.7911.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 10-26 2015

Neil B. S. Ruffo, AIA, ASLA
Neil B. S. Ruffo, AIA, ASLA
Commissioner of Public Works



Recommended by:

Date Oct. 13 2015

Robert H. Bakke, P.E.
Robert H. Bakke, P.E.
Deputy Commissioner

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date 10-15 2015

Joseph D. Malinowski
Joseph D. Malinowski - Land Surveyor
P.L.S. License No. 050314

W.J. Engineering and Land Surveying, P.C.
1533 Crescent Road
Coffeen Park, NY 12065

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi	<i>absent</i>	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present:	<u>11</u>	Resolution:	<u>✓</u>	Total :	<u>11</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u> </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016189 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. NY IN CONNECTION WITH THE INTERSECTION IMPROVEMENTS TO OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR 94), TOWN OF WAPPINGER, (PIN 8758.71)

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	Miccio	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Town of Red Hook	Strawinski	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Nesbitt	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Black	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	<input type="checkbox"/>	<input type="checkbox"/>
District 8 - City and Town of Poughkeepsie	Brendli	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	Rieser	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<input type="checkbox"/>	<input type="checkbox"/>
District 11 - Towns of Rhinebeck and Clinton	Tyner	<input type="checkbox"/>	<input type="checkbox"/>
District 12 - Town of East Fishkill	Metzger	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Town of Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Town of Fishkill and City of Beacon	Forman	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon and Town of Fishkill	Landisi	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<input type="checkbox"/>	<input type="checkbox"/>
District 21 - Town of East Fishkill	Horton	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Towns of Beekman and Union Vale	Coviello	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	<input type="checkbox"/>	<input type="checkbox"/>
District 24 - Towns of Dover and Union Vale	Surman	<input type="checkbox"/>	<input type="checkbox"/>
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<input type="checkbox"/>	<input type="checkbox"/>

Present: 25
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2016189 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM THE MID-HUDSON SIKH CULTURAL SOCIETY, INC. NY IN CONNECTION WITH THE INTERSECTION IMPROVEMENTS TO OLD HOPEWELL ROAD (CR 28)/ALL ANGELS HILL ROAD (CR 94), TOWN OF WAPPINGER, (PIN 8758.71)

Date: August 8, 2016

RESOLUTION NO. 2016190

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8757.27)

Legislators PULVER, MICCIO, BOLNER, HORTON, and STRAWINSKI offer the following and move its adoption:

WHEREAS, a project for Palen Road (CR 31) over Fishkill Creek (BIN 3343120), in the Town of East Fishkill, Dutchess County, PIN 8757.27 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 2015043 adopted by Dutchess County on march 9, 2015, approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection, work, and

WHEREAS, it was subsequently found necessary to undertake additional construction and construction inspection work not contemplated in the original agreement authorized by the previous Resolution, and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional construction and construction inspection work for the project, and

NOW THEREFORE, this Legislature, duly convened does hereby

RESOLVED, that this Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Legislature hereby authorizes the County to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$1,302,000 (\$2,412,000 minus previous \$1,302,000) is hereby appropriated and made available from Capital Project H0289.5120.3450.213 – 2000 Bridges (ISTEA/TEA21) and made available to cover the cost of participation in the above phase of the Project, and it is further

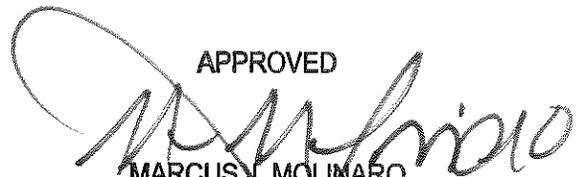
RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it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

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

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

RESOLVED, that this resolution shall take effect immediately.

CA-1023-16
CAB/kvh/C-6904
07/14/16
Fiscal Impact: See attached statement

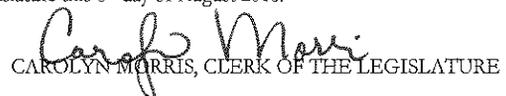
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/15/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

TN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of August 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number

1023

No Fiscal Impact Projected

Total Current Year Cost

\$1,110,000.00

Total Current Year Revenue and Source

\$888,000.00

Source of County Funds (if OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS



Explanation / Identify Line Item(s)

H0289.5120.3450.213

Amount and Nature of Related Expenses

\$0.00

Anticipated Savings to County

\$0.00

Net County Cost for Current Year

\$222,000.00

Net County Cost Over Five Years

\$0.00

Additional Comments / Explanation

Request to accept Supplemental Agreement #4 for additional funds for Construction & Construction Inspection from NYSDOT for PIN 8757.27 Palen Road (CR31) over Fishkill Creek in the Town of East Fishkill, Bridge E-9, BIN 3343120.

Prepared By

Rosanne Hall

Date Submitted

7/12/2016

SUPPLEMENTAL AGREEMENT NO 4 to D024572

This Supplemental Agreement is by and between:

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

And

Dutchess County (the Municipality/Sponsor)
Acting by and through the **County Executive**
With its office at **22 Market Street, Poughkeepsie, Dutchess County, New York.**

This amends the existing Agreement between the parties in the following respects only:

- X Amends a previously adopted Schedule A by:
 - amending a project description
 - amending the contract end date
 - X amending the scheduled funding by:
 - X adding additional funding:
 - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
 - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
 - X increasing funding for a project phases(s) - **Construction**
 - X adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing a project phase(s) --
 - other (xxxxx)
- Amends a previously adopted Schedule "B"
- X Amends a previously adopted agreement by adding Appendix 2-S -- Iran Divestment Act
- Amends the Text of the Agreement as follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

By: _____

Print Name: _____

Title: _____

Date: ____/____/____

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

Municipality/Sponsor Attorney:

By: _____

Print Name: _____

Approved as to Content:

By: *Noel Knille*
Noel Knille, AIA, ASLA
Commissioner of Public Works

On this _____ day of _____, 2016 before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on _____ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

Notary Public

By: _____
For Commissioner of Transportation

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

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

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:
By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYS DOT/ State-Local Agreement - Schedule A for PIN 8757.27

OSC Municipal Contract #: D024572	Contract Start Date: 4/5/2005 <small>(mm/dd/yyyy)</small>	Contract End Date: 9/30/2019 <small>(mm/dd/yyyy)</small> <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A
---	--	--

Purpose: Original Standard Agreement Supplemental Schedule A No. 4

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Dutchess County
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY REHAB **County (If different from Municipality):** Dutchess County

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):

Project Description: BIN 3343120 - Palen Road (CR 31) over Fishkill Creek in the Town of East Fishkill

Marchiselli Allocations Approved FOR ALL PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

<i>Check box to Indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input checked="" type="checkbox"/>	Cumulative total for all prior SFYs	\$18,000.00	\$983.00	\$184,000.00	\$202,983.00
<input type="checkbox"/>	Current SFY	\$	\$	\$0.00	\$ 0.00
Authorized Allocations to Date		\$18,000.00	\$ 983.00	\$184,000.00	\$202,983.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry Indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8757.27.121	Current	STP (80%)	\$120,000.00	\$96,000.00	\$18,000.00	\$6,000.00	\$0.00
	Old	STP (80%)	\$120,000.00	\$96,000.00	\$18,000.00	\$6,000.00	\$0.00
8757.27.221	Current	STP (80%)	\$8,550.00	\$5,240.00	\$983.00	\$327.00	\$0.00
	Old	STP (80%)	\$8,550.00	\$5,240.00	\$983.00	\$327.00	\$0.00
8757.27.321	Current	STP (80%)	\$2,412,000.00	\$1,929,600.00	\$184,000.00 *	\$298,400.00	\$0.00
	Old	STP (80%)	\$1,302,000.00	\$1,041,600.00	\$102,000.00	\$78,400.00	\$0.00
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$2,538,550.00	\$2,030,840.00	\$202,983.00	\$304,727.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
	Current		\$	\$	\$	\$
	Old					
	Current		\$	\$	\$	\$
	Old					
	Current		\$	\$	\$	\$
	Old					
	Current		\$	\$	\$	\$
	Old					
	Current		\$	\$	\$	\$
	Old					
	Current		\$	\$	\$	\$
	Old					
	Current		\$	\$	\$	\$
	Old					
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects: \$0.00

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$2,030,840.00	\$202,983.00	\$0.00	\$304,727.00	\$2,538,550.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: Doreen Holsopple
 Phone No: 845-431-5977

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi	<i>absent</i>	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016190 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE “MARCHISELLI” PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8757.27)

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present:	<u>25</u>	Resolution:	<u>✓</u>	Total:	<u>25</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u> </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016190 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8757.27)

Date: August 8, 2016

RESOLUTION NO. 2016191

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE FOR OLD HOPEWELL ROAD (CR 28) FROM ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER (8755.44)

Legislators PULVER, MICCIO, BOLNER, INCORONATO, and STRAWINSKI offer the following and move its adoption:

WHEREAS, a Project for the Old Hopewell Road (CR 28) from Route 9 to all Angels Hill Road (CR 94) in the Town of Wappinger, Dutchess County, PIN 8755.44 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution Nos. 205025 and 205250 adopted by this Legislature on January 24, 2005, and September 19, 2005, respectively, approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering and right-of-way incidental work not contemplated to the original agreement authorized by the previous Resolutions, and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering and right-of-way incidental work for the project, and

NOW THEREFORE, the Dutchess County Legislature, duly convened does hereby

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Dutchess County Legislature hereby authorizes the County of Dutchess to pay in the first instance 100% of the federal and non-federal share of the cost of

the increase of construction and construction inspection work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$515,000 (\$995,000 minus previous \$480,000) is hereby appropriated and made available from Capital Project H0384.5110.3250.213 2007 Roads ISTEAs and made available to cover the cost of participation in the above phases of the Project, and it is further

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

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

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

RESOLVED, that this resolution shall take effect immediately.

CA-1024-16
CAB/kvh/R-0931-B
7/14/16
Fiscal Impact: See attached statement
Supplement #4

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/11/2016

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 8th day of August 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 8th day of August 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number
1024

No Fiscal Impact Projected

Total Current Year Cost
\$515,000.00

Total Current Year Revenue and Source
\$424,423.00

Source of County Funds (If OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS

Explanation / Identify Line Item(s)
H0384.5110.3250.213

Amount and Nature of Related Expenses
\$0.00

Anticipated Savings to County
\$0.00

Net County Cost for Current Year
\$90,577.00

Net County Cost Over Five Years
\$0.00

Additional Comments / Explanation

Request to accept Supplemental Agreement #4 for increase in funds for the Preliminary Engineering & ROW phases from NYSDOT for PIN 8755.44 Old Hopewell Rd. (CR 28) to All Angels Hill Rd. (CR 94), Town of Wappinger.

Prepared By
Roseann Hall

Date Submitted
7/12/2016

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: Dutchess County
PIN: 8755.44
BIN: n/a
Comptroller's Contract No: D022494
Supplemental Agreement No. 4
Date Prepared & By: 07/07/2016dh

SUPPLEMENTAL AGREEMENT NO 4 to D022494

This Supplemental Agreement is by and between:

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

And

Dutchess County (the Municipality/Sponsor)
Acting by and through the **Commissioner of Public Works**
With its office at **22 Market Street, City of Poughkeepsie, Dutchess County, New York**

This amends the existing Agreement between the parties in the following respects only:

- X Amends a previously adopted Schedule A by:
 - amending a project description
 - X amending the contract end date
 - X amending the scheduled funding by:
 - X adding additional funding:
 - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
 - adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
 - X increasing funding for a project phases(s) – **PE & ROW Incidentals**
 - adding a pln extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing a project phase(s)
 - other (xxxxx)
- Amends a previously adopted Schedule "B"
- X Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act
- Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: Dutchess County
PIN: 8755.44
BIN: n/a
Comptroller's Contract No: D022494
Supplemental Agreement No. 4
Date Prepared & By: 07/07/2016dh

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

Municipality/Sponsor Attorney:

By: _____
Print Name: _____
Title: _____
Date: 1 / 1 / _____

By: _____
Print Name: _____
Approved as to Content:
By: [Signature]
Noel Knille, AIA, ASLA
Commissioner of Public Works

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

On this _____ day of _____, 2016 before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above Instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on _____ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

Notary Public

By: _____
For Commissioner of Transportation

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

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

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

Press F1 to read instructions in blank fields

NYS DOT/State-Local Agreement - Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8755.44.122	Current	STP	\$335,000.00	\$268,000.00	\$0.00	\$67,000.00
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$335,000.00	\$268,000.00	\$ 0.00	\$67,000.00

C. Total Local Deposit(s) Required for State Administered Projects:	\$0.00
--	--------

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$959,076.00	\$70,000.00	\$0.00	\$109,769.00	\$1,138,845.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Doreen Holsopple</u> Phone No: <u>845-431-5977</u>
--	--

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi	<i>absent</i>	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present:	<u>11</u>	Resolution:	<u>✓</u>
Absent:	<u>1</u>	Motion:	<u> </u>
Vacant:	<u>0</u>	Total :	<u>11</u> <u>0</u>
		Abstentions:	<u>0</u> <u> </u>

2016191 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE FOR OLD HOPEWELL ROAD (CR 28) FROM ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER (8755.44)

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25 **Resolution:** ✓ **Total :** 25 0
Absent: 0 **Motion:** **Yes** **No**
Vacant: 0 **Abstentions:** 0

2016191 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE FOR OLD HOPEWELL ROAD (CR 28) FROM ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER (8755.44)

Date: August 8, 2016

PUBLIC WORKS & CAPITAL PROJECTS
PULLED BY PUBLIC WORKS 8/1/16

RESOLUTION NO. 2016192

RE: AUTHORIZING CONDEMNATION PROCEEDING FOR A FEE ACQUISITION AND A TEMPORARY EASEMENT OF REAL PROPERTY OWNED BY MICHAEL N. KAPLAN AND CHRISTINA H. LEE FOR THE REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON, DUTCHESS COUNTY

Legislator
offer the following and moves its adoption:

WHEREAS, the Department of Public Works has proposed the replacement of Bridge C-19, County Route 14, (Hollow Road) over Little Wappinger Creek in the Town of Clinton, Dutchess County, New York, which includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II Action pursuant to Article 8 of the NYS Environmental Conservation Law and Part 617 of the NYCRR (SEQR) and (2) will not have a significant adverse impact on the environment, and

WHEREAS, the properties that need to be acquired are: (a) a temporary easement of a 75 +/- square foot parcel as shown on Map 8, Parcel 12, and (b) a fee acquisition of 1,001 +/- square foot parcel as shown on Map 3, Parcel 6 located at 863 Hollow Road in the Town of Clinton, Dutchess County, a portion of Tax Grid No. 132400-6467-03-051285-0000, for the purpose of facilitating the subject project, and

WHEREAS, for reasons unknown to the Department of Public Works, the property owners have not responded to multiple attempts to contact them to execute the necessary documents in connection with the granting of a Temporary Easement and Fee Acquisition for the replacement of Bridge C-19, and

WHEREAS, the Dutchess County Department of Law has determined that the proposed acquisition of this Temporary Easement and Fee Acquisition are a "de minimus" acquisition pursuant to New York State Eminent Domain Law (EDPL) Section 206 (D) thus exempting the County from complying with the provisions of Article 2 of the EDPL, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of a Temporary Easement and Fee Acquisition as follows:

<u>Name</u>	<u>Map No./Parcel No.</u>	<u>Type</u>	<u>Square Feet</u>	<u>Proffered Amount</u>
Michael N. Kaplan and Christina H. Lee	3/6	Fee Acq.	1,001+/-	\$4,500
Michael N. Kaplan and Christina H. Lee	8, 12	Temp. Easement	75 +/-	\$100.00

now, therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and she hereby is authorized and empowered to commence proceedings pursuant to the Eminent Domain Procedure Law for the Temporary Easement and Fee Acquisition on the above property in furtherance of the replacement of Bridge C-19, County Route 14, (Hollow Road) over Little Wappinger Creek, Town of Clinton, Dutchess County, New York.

CA-1019-16
CAB/kvh/R-0948-1
7/13/16
Fiscal Impact: See attached statement

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 8th day of August 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 8th day of August 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number

1019

No Fiscal Impact Projected

Total Current Year Cost

\$5,800.00

Total Current Year Revenue and Source

\$5,510.00

Source of County Funds (If OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS



Explanation / Identify Line Item(s)

Amount and Nature of Related Expenses

\$1,000.00

Included in Total Current Year Costs

Anticipated Savings to County

\$0.00

Net County Cost for Current Year

\$290.00

Net County Cost Over Five Years

\$0.00

Additional Comments / Explanation

PIN 8755.91: Replacement of Bridge C-19, CR 14 (Hollow Rd.) over Little Wappinger Creek, Town of Clinton:

Authorization to commence Eminent Domain Proceeding to acquire in Fee a 93+/- sq. meter (1,001+/- sq. ft.) parcel as shown on Map 3, Parcel 6 with the compensation amount of \$4,700, and a Temporary Easement to a 7+/- sq. meter (75+/- sq. ft.) parcel as shown on Map 8, Parcel 12, with the compensation amount of \$100. These parcels are a portion of property owned by Michael N. Kaplan and Christina H. Lee and are located at 863 Hollow Road in the Town of Clinton.

Prepared By

Matthew W. Davis

Date Submitted

7/12/2016

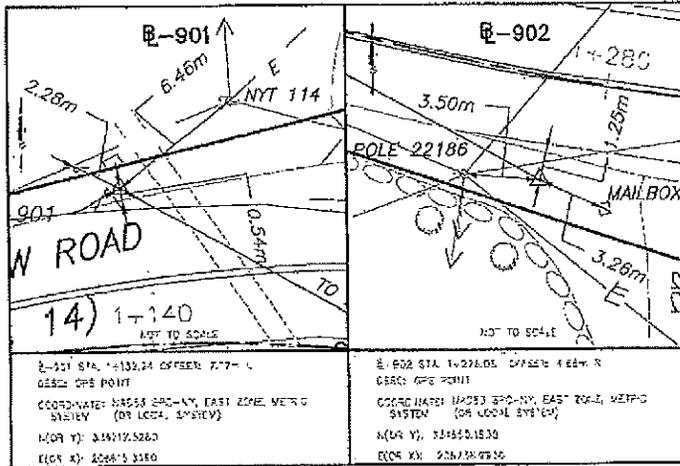


EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 6
SHEET 1 OF 2

CR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BIN
3342820) BRIDGE C-19

PIN 0755.91

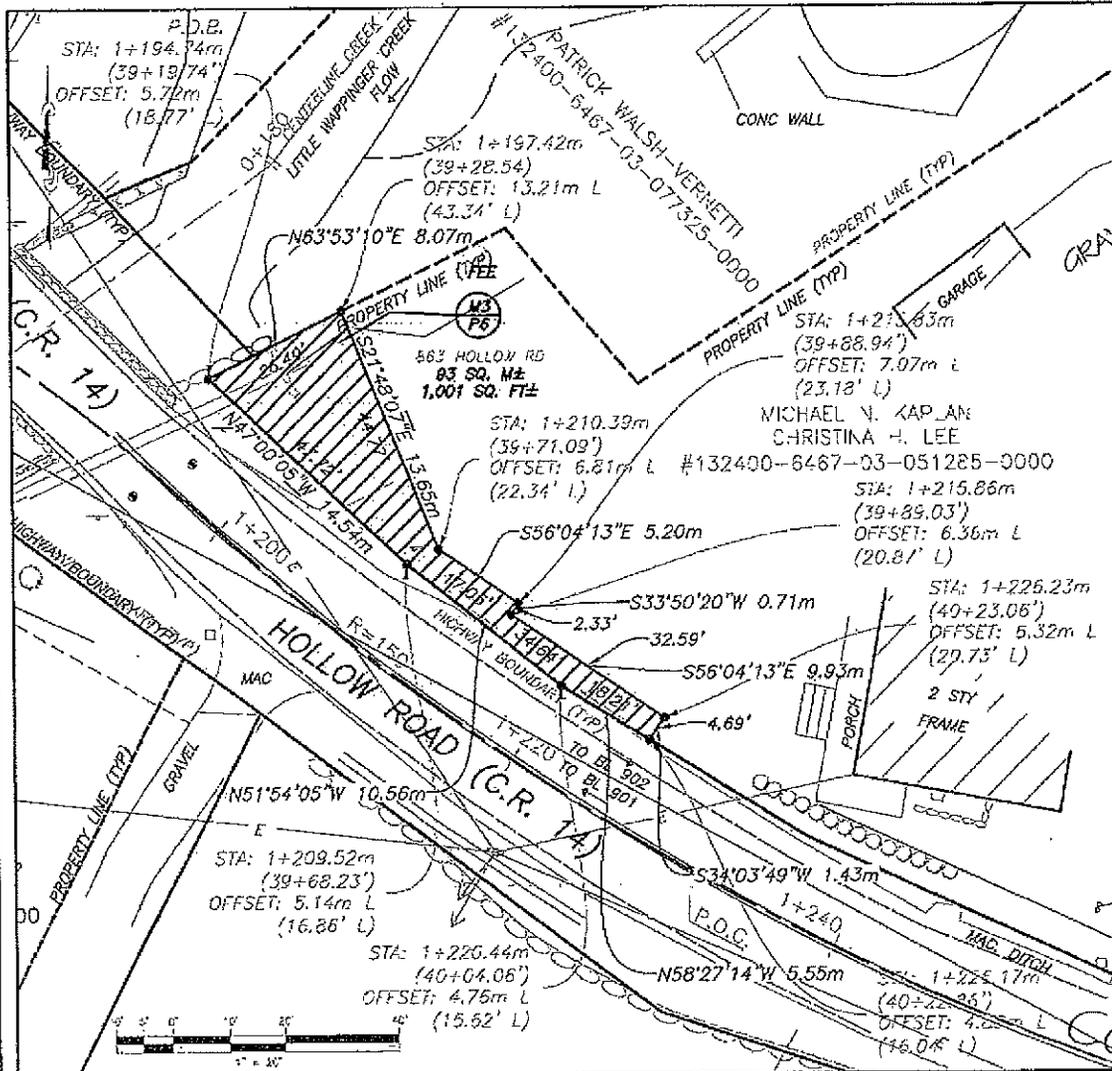


ACQUISITION DESCRIPTION:

Type: FEE
Parcel of Real Property Tax
Parcel ID No. 132400-6467-03-051285-0000
Town of Clinton
County of Dutchess
State of New York

REPUTED OWNER(s):

Michael N. Kaplon
Christina H. Lee
863 Hollow Road
Salt Point, NY 12578
Deed Book: 1829
Deed Page: 782



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 3
REVISED DATE 4/8/06
DATE PREPARED 3/20/15

PREPARED BY DN

CHECKED BY JBC

FINAL CHECK BY EF



EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 6
SHEET 2 OF 2

OR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BIN
334282D) BRIDGE C-19

PIN 8755.91

All that piece or parcel of property hereinafter designated as Map No. 3, Parcel No. 6, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly boundary of Hollow Road, aka County Route 14, said point being 5.72 meters (18.77 feet) left, measured at right angles, from STA 1+194.74 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the southerly boundary of lands now or formerly Walsh-Vernetti (reputed owner), N 63 degrees 53 minutes 10 seconds E 8.07 meters (26.49 feet) to a point 13.21 meters (43.34 feet) left, measured at right angles from STA 1+197.42 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of Kapiian & Lee (reputed owners) the following five (5) courses and distances: (1) S 21 degrees 48 minutes 07 seconds E 13.65 meters (44.77 feet) to a point 6.81 meters (22.34 feet) left, measured at right angles from STA 1+210.39 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) S 56 degrees 04 minutes 13 seconds E 5.20 meters (17.05 feet) to a point 7.07 meters (23.18 feet) left, measured at right angles from STA 1+215.83 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (3) S 33 degrees 50 minutes 20 seconds W 0.71 meters (2.33 feet) to a point 6.36 meters (20.87 feet) left, measured at right angles from STA 1+215.86 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (4) S 56 degrees 04 minutes 13 seconds E 9.93 meters (32.59 feet) to a point 6.32 meters (20.73 feet) left, measured at right angles from STA 1+226.23 meters of the centerline of the Re-constructed Hollow Road, aka County Route 14; and (5) S 34 degrees 03 minutes 49 seconds W 1.43 meters (4.69 feet) to a point 4.89 meters (16.04 feet) left, measured at right angle from STA 1+226.17 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northeasterly boundary Hollow Road, aka County Route 14 the following three (3) courses and distances: (1) N 58 degrees 27 minutes 14 seconds W 5.55 meters (18.21 feet) to a point 4.76 meters (15.62 feet) left, measured at right angles from STA 1+220.44 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) N 51 degrees 54 minutes 05 seconds W 10.56 meters (34.64 feet) to a point 5.14 meters (16.86 feet) left, measured at right angles from STA 1+209.52 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (3) N 47 degrees 00 minutes 05 seconds W 14.54 meters (47.72 feet) to the point and place of beginning; being 93 square meters (1,001 square feet) more or less.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 4-18 2016

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

Recommended by:

Date 4/18 2016

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

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date: JULY 30, 2015



Terry Bergendorff Collins, Land Surveyor
P.L.S. License No. 49691
Terry Bergendorff Collins Land Surveying
52 Starr Ridge Road
Brewster, NY 10609

MAP NUMBER 3
REVISED DATE 4/6/16
DATE PREPARED 5/20/15

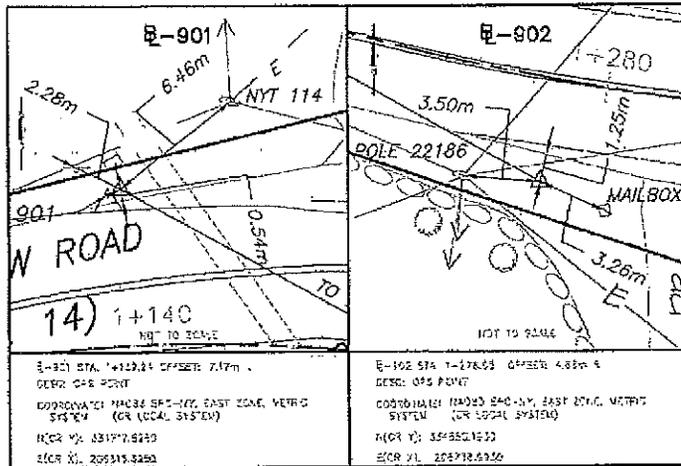


EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BIN
3342820) BRIDGE C-19

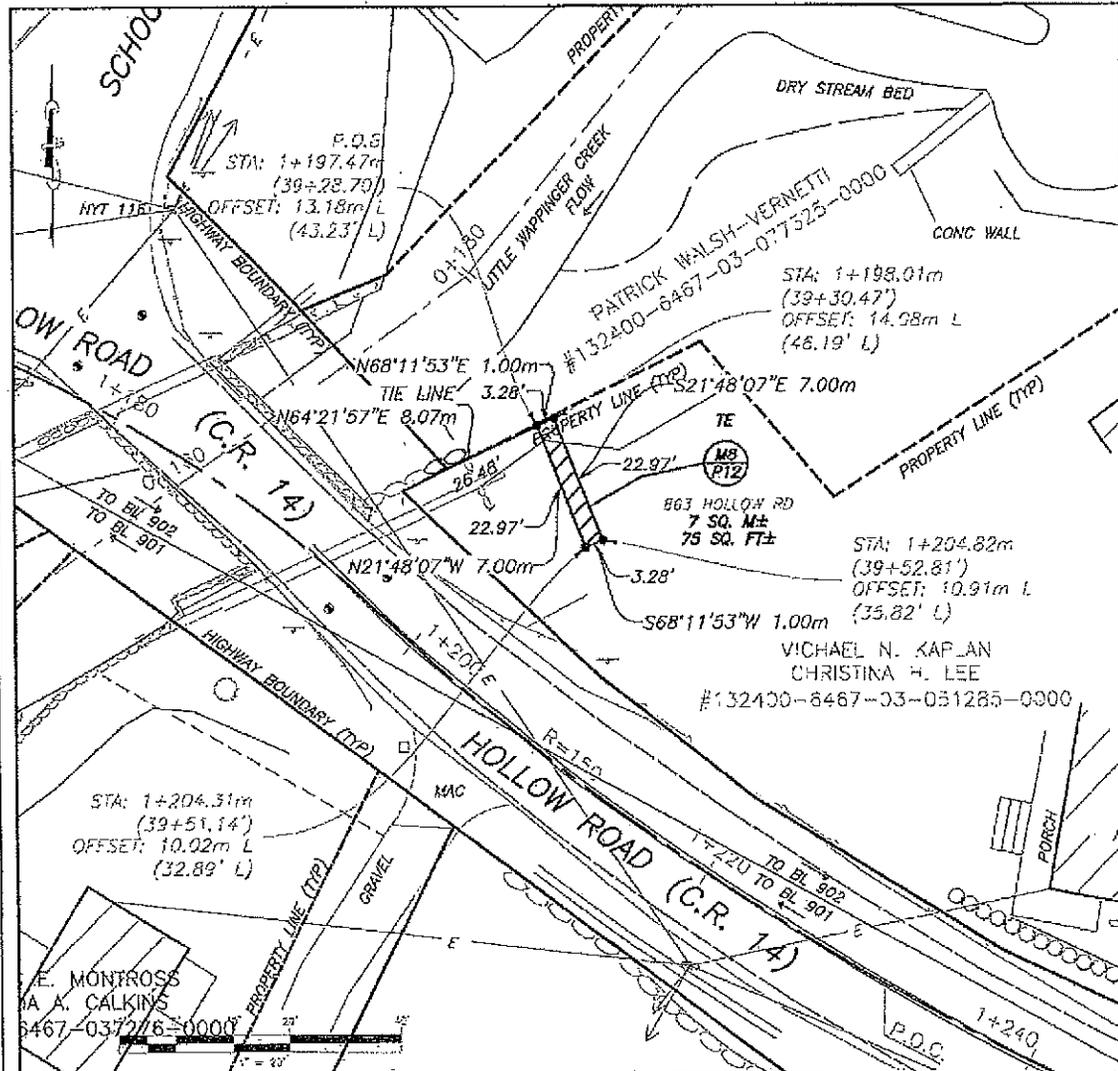
PIN 8755.91

MAP NO. 8
PARCEL NO. 12
SHEET 1 OF 2



ACQUISITION DESCRIPTION:
Type: TE
Portion of Real Property Tax
Parcel ID No. 132400-6467-03-051285-0000
Town of Clinton
County of Dutchess
State of New York

REPUTED OWNER(s):
Michael N. Kaplan
Christina H. Lee
863 Hollow Road
Salt Point, NY 12578
Deed Book: 1829
Deed Page: 782



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 8
REVISED DATE 2/3/18
DATE PREPARED 1/21/18



EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BIN
3342820) BRIDGE C-19

PIN 8755.91

MAP NO. 8
PARCEL NO. 12
SHEET 2 OF 2

Description of easement: A temporary easement to be exercised in, on and over the property above for the purpose of temporary access to local bridge C-19 (BIN 3342820) for the purposes of removing and replacing the existing wingwalls, installation of permanent bank stabilization, and restoration of lands disturbed due to said construction project, for use and exercisable during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the County of Dutchess or other authorized representative acting for the The People of The County of Dutchess or its assigns. Such easement shall be exercised in and to all the (those) piece(s) or parcel(s) of property designated as Parcel No. 12 as shown the accompanying map and further described as follows:

All that piece or parcel of property hereinafter designated as Map No. 8, Parcel No. 12, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the southerly boundary of lands now or formerly Walsh-Vernetti (reputed owners), said point being 13.18 meters (43.23 feet) left, measured at right angles, from STA 1+197.47 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the along the southerly boundary of lands now or formerly Walsh-Vernetti (reputed owners) N 68 degrees 11 minutes 53 seconds E 1.00 meter (3.28 feet) to a point 14.08 meters (46.19 feet) left, measured at right angles, from STA 1+198.01 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of Kaplan & Lee (reputed owners) the following three (3) courses and distances: (1) S 21 degrees 48 minutes 07 seconds E 7.00 meters (22.97 feet) to a point 10.91 meters (35.82 feet) left, measured at right angles, from STA 1+204.82 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) S 68 degrees 11 minutes 53 seconds E 1.00 meter (3.28 feet) to a point 10.02 meters (32.89 feet) left, measured at right angles, from STA 1+204.31 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (3) N 21 degrees 48 minutes 07 seconds W 7.00 meters (22.97 feet) to the point and place of beginning; being 7 square meters (75 square feet) more or less.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 7-23 2016

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

Recommended by:

Date 2/22 2016

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



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date: January 21, 2016

Terry Bergendorff Collins, Land Surveyor
P.L.S. License No. 49691
Terry Bergendorff Collins Land Surveying
52 Starr Ridge Road
Brewster, NY 10509

MAP NUMBER 8
REvised DATE 2/2/16
DATE PREPARED 1/21/16

The foregoing Resolution No. 2016192, AUTHORIZING CONDEMNATION PROCEEDING FOR A FEE ACQUISITION AND A TEMPORARY EASEMENT OF REAL PROPERTY OWNED BY MICHAEL N. KAPLAN AND CHRISTINA H. LEE FOR THE REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON, DUTCHESS COUNTY, was pulled by Public Works on August 1, 2016.

RESOLUTION NO. 2016193

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM PATRICK RUSSELL-WALSH f/k/a PATRICK WALSH-VERNETTI IN CONNECTION WITH THE REPLACEMENT OF BRIDGE C-19, CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON (PIN 8755.91)

Legislators PULVER and SAGLIANO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the replacement of Bridge C-19, CR 14 (Hollow Road) over Little Wappinger Creek in the Town of Clinton, Dutchess County, which project (PIN #8755.91) includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to replace said bridge, it is necessary to acquire in fee a portion of property presently owned by Patrick Russell-Walsh f/k/a Patrick Walsh-Verneti, and

WHEREAS, the acquisition in fee is a portion of parcel number 13400-6467-03-077325-0000, described as 12 Schoolhouse Road, in the Town of Clinton, Dutchess County, containing 678+/- square feet more or less as shown on Map No. 2, Parcel No. 5, a copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of \$700 plus up to \$1,000 for related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property (Fee Acquisition) in substantially the same form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owners of a deed to the aforementioned property, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear

title to the County of Dutchess, that payment be made to the property owners in the sum of \$700 plus up to \$1,000 for related expenses, if required, for a Fee Acquisition in accordance with the Agreement to Purchase, that the County reimburse property owners for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Fee Acquisition) be carried out by the Dutchess County Department of Public Works.

CA-1020-16
CAB/kvh/R-0948-J
7/13/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/15/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 8th day of August 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number

1020

No Fiscal Impact Projected

Total Current Year Cost

\$1,700.00

Total Current Year Revenue and Source

\$1,615.00

Source of County Funds (if OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS



Explanation / Identify Line Item(s)

HO289.5120.3009 - 2000 Bridges (ISTEA/TEA21)

Amount and Nature of Related Expenses

\$0.00

Anticipated Savings to County

\$0.00

Net County Cost for Current Year

\$85.00

Net County Cost Over Five Years

\$0.00

Additional Comments / Explanation

Prepared By

Matthew Davis

Date Submitted

7/12/2016



EXHIBIT A
COUNTY OF DUTCHESS
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE
LITTLE WAPPINGER CREEK (BIN
3342820) BRIDGE C-19

PIN 8765.9L

MAP NO. 2
PARCEL NO. 5
SHEET 2 OF 2

All that piece or parcel of property hereinafter designated as Map No. 2, Parcel No. 5, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly boundary of Hollow Road, aka County Route 14, said point being 8.21 meters (26.94 feet) left, measured at right angles, from STA 1+195.69 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the easterly boundary of Hollow Road, aka County Route 14, N 49 degrees 00 minutes 27 seconds W 11.54 meters (37.88 feet) to a point 10.10 meters (33.14 feet) left, measured at right angles from STA 1+185.56 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the southeasterly boundary of lands of Scott (reputed owners) the following two (2) courses and distances: (1) N 67 degrees 58 minutes 53 seconds E 5.00 meters (16.41 feet) left, measured at right angles from STA 1+187.93 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (2) N 44 degrees 29 minutes 55 seconds E 0.68 meters (2.24 feet) to a point 14.95 meters (49.05 feet) left, measured at right angles from STA 1+188.01 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of Walsh f/k/a Vernetil (reputed owners) the following two (2) courses and distances: (1) S 45 degrees 31 minutes 42 seconds E 9.71 meters (31.84 feet) to a point 13.97 meters (45.83 feet) left, measured at right angles from STA 1+196.08 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (2) S 21 degrees 48 minutes 07 seconds E 1.77 meters (5.80 feet) to a point 13.21 meters (43.34 feet) left, measured at right angles from STA 1+197.42 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northwesterly boundary of lands Kaplan & Lee (reputed owners) S 63 degrees 53 minutes 10 seconds W 5.37 meters (17.63 feet) to the point and place of beginning; being 63 square meters (678 square feet) more or less of which 42 square meters (453 square feet) is under water.

DRAWN BY JWC

CHECKED BY JWC

PREPARED BY JWC

I hereby certify that the property mopped above is necessary for this project, and the acquisition thereof is recommended.

Date July 13, 2016

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

Recommended by:

Date July 12, 2016

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



MAP NUMBER 2
REVISED DATE 6/21/16
DATE PREPARED 6/20/16

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date: July 30, 2015

Terry Bergendorff Collins, Land Surveyor
P.L.S. License No. 49681
Terry Bergendorff Collins Land Surveying
52 Starr Ridge Road
Brewster, NY 10509



Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi	<i>absent</i>	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016193 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM PATRICK RUSSELL-WALSH f/k/a PATRICK WALSH-VERNETTI IN CONNECTION WITH THE REPLACEMENT OF BRIDGE C-19, CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON (PIN 8755.91)

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	Miccio	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Town of Red Hook	Strawinski	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Nesbitt	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Black	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	<input type="checkbox"/>	<input type="checkbox"/>
District 8 - City and Town of Poughkeepsie	Brendli	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	Rieser	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<input type="checkbox"/>	<input type="checkbox"/>
District 11 - Towns of Rhinebeck and Clinton	Tyner	<input type="checkbox"/>	<input type="checkbox"/>
District 12 - Town of East Fishkill	Metzger	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Town of Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Town of Fishkill and City of Beacon	Forman	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon and Town of Fishkill	Landisi	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<input type="checkbox"/>	<input type="checkbox"/>
District 21 - Town of East Fishkill	Horton	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Towns of Beekman and Union Vale	Coviello	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	<input type="checkbox"/>	<input type="checkbox"/>
District 24 - Towns of Dover and Union Vale	Surman	<input type="checkbox"/>	<input type="checkbox"/>
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	<input type="checkbox"/>	<input type="checkbox"/>

Present: 25
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2016193 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM PATRICK RUSSELL-WALSH f/k/a PATRICK WALSH-VERNETTI IN CONNECTION WITH THE REPLACEMENT OF BRIDGE C-19, CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON (PIN 8755.91)

Date: August 8, 2016

RESOLUTION NO. 2016194

RE: AUTHORIZING ACQUISITION IN FEE FROM
ETHEL BEST FOR THE PROJECT IDENTIFIED AS
BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD)
BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL,
TOWN OF MILAN, DUTCHESS COUNTY

Legislators PULVER, SAGLIANO, TRUITT, and STRAWINSKI offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the project identified as Bridge M-7, County Route 51 (Academy Hill Road) Bridge Replacement over the Roeliff-Jansen Kill in the Town of Milan, Dutchess County, which project includes the acquisition of portions of certain properties, and

WHEREAS, the Department of Public Works has determined that the improvement project: (1) constitutes a Type II Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said bridge, it is necessary to acquire a fee acquisition of a portion of the property presently owned by Ethel Best, and

WHEREAS, the acquisition in fee is a portion of parcel number 133600-6673-00-070302-0000, described as 666+/- square feet more or less as shown on Map No. 2, Parcel No. 3, a copy of which is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the fee acquisition be purchased for the sum of \$400, and up to \$1,000 for related expenses, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the Agreement to Purchase Real Property (Fee Acquisition) in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property (Fee Acquisition), and such other documents as may be necessary to convey free

of \$400 for the acquisition, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Fee Acquisition) be carried out by the Dutchess County Department of Public Works.

CA-1021-16
CAB/kvh/R-0952-A
7/13/15
Fiscal Impact: See attached statement

APPROVED

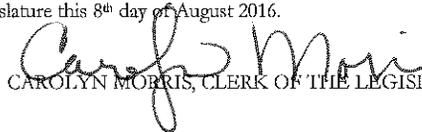
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/15/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 8th day of August 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Fiscal Impact Statement

Resolution Request Number

1021

No Fiscal Impact Projected

Total Current Year Cost

\$1,400.00

Total Current Year Revenue and Source

\$0.00

Included in the Total Current Year Cost

Source of County Funds (If OTHER is selected, please explain below.)

EXISTING APPROPRIATIONS



Explanation / Identify Line Item(s)

H0460.5120.3009

Amount and Nature of Related Expenses

\$1,000.00

Anticipated Savings to County

\$0.00

Net County Cost for Current Year

\$1,400.00

Net County Cost Over Five Years

\$0.00

Additional Comments / Explanation

Project: Bridge M-7, CR 51 (Academy Hill Rd.) Bridge Replacement over the Roeliff-Jansen Kill, Town of Milan

This Fiscal Impact Statement pertains to the accompanying resolution request to acquire a Fee Acquisition to a 666+/- sq. ft. parcel as shown on Map 2, Parcel 3 for the purchase price of \$400. This parcel is a portion of property owned by Ethel Best, located at 976-978 Academy Hill Rd. in the Town of Milan.

Prepared By

Matthew Davis

Date Submitted

7/12/2016

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge M-7 County Route 51 (Academy Hill Road) Replacement over the Roeliff-Jansen Kill, Milan

PIN OR CIN: n/a

Map: 2

Parcel(s): 3

This Agreement by and between ETHEL BEST, residing at 976 Academy Hill Road, Red Hook, NY 12571 hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer."

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- all right title and interest to 666 ± square feet of real property.
- a permanent easement to ____ ± square feet of real property.
- a temporary easement to ____ ± square feet of real property.

Located at, 976-978 Academy Hill Road, Milan, Dutchess County, and is further described as parcel (4) on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated January 14, 2002, and recorded February 5, 2002 in document # 2002-12101 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6673-00-070302).

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None
- 3. PURCHASE PRICE. The total purchase price is FOUR HUNDRED AND 00/100 DOLLARS (\$ 400.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
- 4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about 90 days from the date of the fully approved Agreement. This Agreement may be subject to the approval of the Dutchess County Legislature.
- 5. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
- 6. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
 - A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

7. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
8. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this _____ day of _____, 2016, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: Ethel Best
Ethel Best

APPROVED AS TO CONTENT:

Department of Public Works

COUNTY OF DUTCHESS:

Print Name: ETHEL BEST

Title: OWNER

ACADEMY HILL ROAD - COUNTY ROAD 51
BRIDGE REPLACEMENT
OVER THE ROELIFF JANSEN KILL

DUTCHESS COUNTY
ACQUISITION MAP

MAP NO. 2
PARCEL NOS. 3 & 4
SHEET 1 OF 2 SHEETS

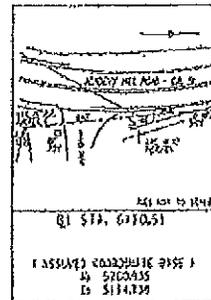
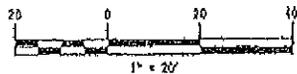
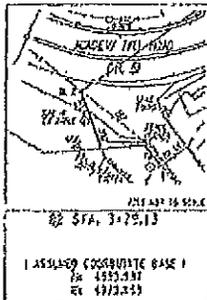
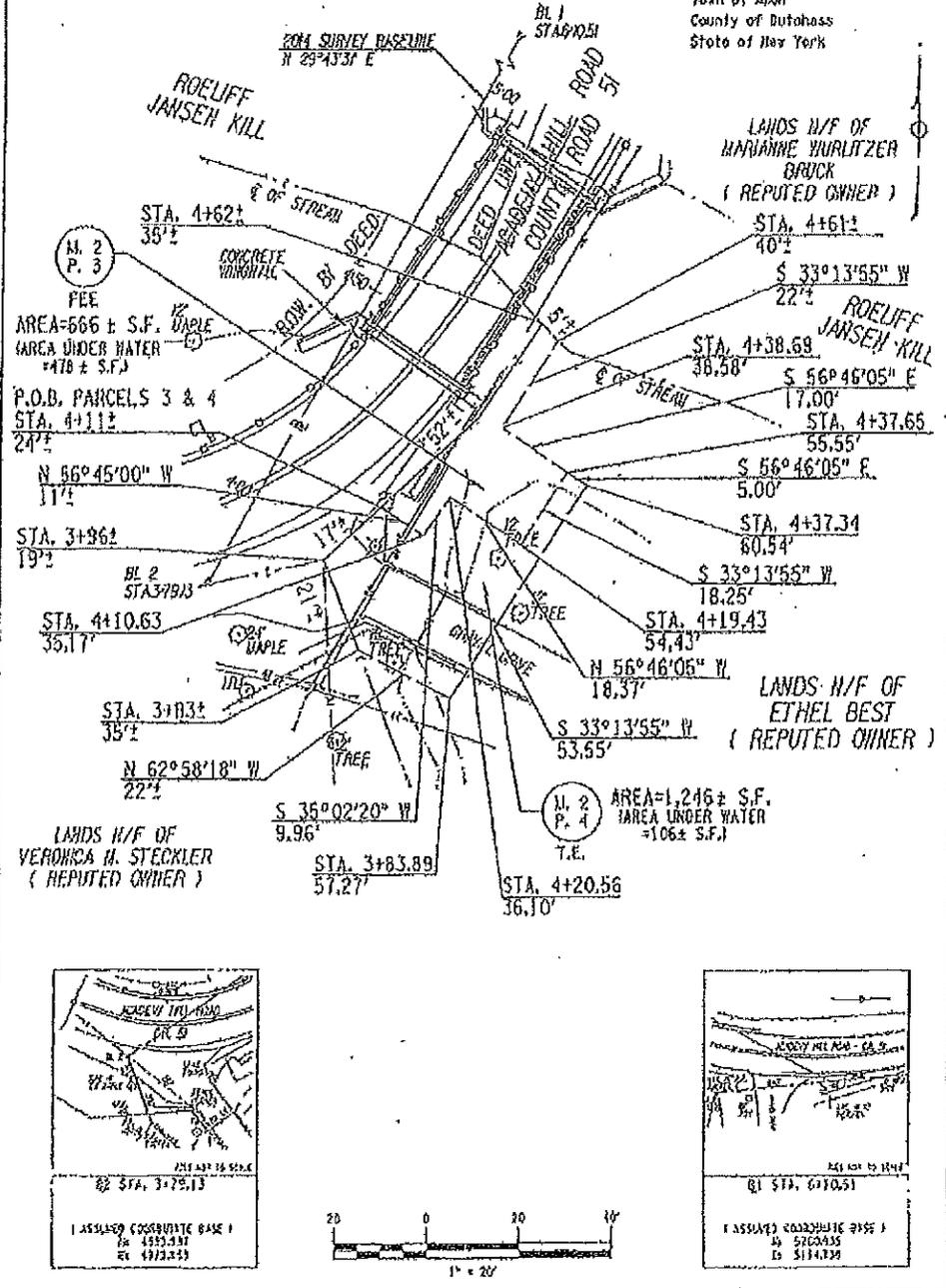
Parcel Locator Points:
Parcel Nos 3 & 4
N 5015.4626
E 5036.5327

LANDS N/F OF
ETHEL BEST
(REPUTED OWNER)

PARCEL SUMMARY:
Type: FEE & TEMPORARY EASEMENT

CC: DOC. NO. 02-2002-1210

Portion of 2013 Tax Map
Ref. No. 133600-5673-00-010302
Town of Union
County of Dutchess
State of New York



As that piece or parcel of property hereinafter designated as Parcel No. 3, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

As that piece or parcel of property hereinafter designated as Parcel No. 3, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line of Academy Hill Road - County Road No. 51, said point being 241 feet distant southeasterly measured at right angles from Station 4112 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roelff Jansen Kill; thence northwesterly along the southeasterly boundary line of Academy Hill Road - County Road No. 51, 522 feet to a point on the division between the lands now or formerly of Veronica Ruffizer Bruck (reputed owner) on the northeast and the lands now or formerly of Ethel Best (reputed owner) on the southwest, said point being 351 feet distant southeasterly measured at right angles from Station 4112 of said baseline; thence southeasterly along said division line 51 feet to a point 104 feet distant southeasterly measured at right angles from Station 4112 of said baseline; thence through the lands now or formerly of Ethel Best (reputed owner) the following six (6) courses and distances: 1) S 33° 13' 55" W, 221 feet to a point 38.58 feet distant southeasterly measured at right angles from Station 4126.69 of said baseline; 2) S 56° 49' 05" E, 17.00 feet to a point 55.55 feet distant southeasterly measured at right angles from Station 4137.65 of said baseline; 3) S 11° 13' 35" W, 18.25 feet to a point 54.43 feet distant southeasterly measured at right angles from Station 4129.43 of said baseline; 4) S 55° 46' 05" W, 18.31 feet to a point 35.10 feet distant southeasterly measured at right angles from Station 4120.56 of said baseline; 5) S 35° 02' 20" W, 9.96 feet to a point 35.17 feet distant southeasterly measured at right angles from Station 4110.61 of said baseline; 6) N 66° 45' 00" W, 111 feet to the point of beginning, being 656 square feet of land, more or less.

AND ALSO
TEMPORARY EASEMENT FOR WORK AREA AND GRADING

A temporary easement to be exercised by, on and over the property delineated above for the purpose of a work area and grading in connection with the reconstruction of the highway and culvertways for use and operation during the construction or reconstruction of the highway and culvertways upon the approval of the competent work, unless sooner terminated if deemed no longer necessary for highway purposes, and required by the Dutchess County Superintendent of Highways or other authorized representative acting for Dutchess County, or its assigns, such easement shall be exercised in and to all that piece or parcel of property hereinafter designated as Parcel No. 4 as shown on the accompanying map and described as follows:

As that piece or parcel of property hereinafter designated as Parcel No. 4, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning of a point on the southeasterly boundary line of Academy Hill Road - County Road No. 51, said point being 241 feet distant southeasterly measured at right angles from Station 4112 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roelff Jansen Kill; thence through the lands now or formerly of Ethel Best (reputed owner) the following seven (7) courses and distances: 1) S 56° 49' 00" E, 112 feet to a point 35.17 feet distant southeasterly measured at right angles from Station 4110.61 of said baseline; 2) N 35° 02' 20" E, 9.96 feet to a point 35.10 feet distant southeasterly measured at right angles from Station 4120.56 of said baseline; 3) S 55° 46' 05" E, 18.31 feet to a point 54.43 feet distant southeasterly measured at right angles from Station 4129.43 of said baseline; 4) S 11° 13' 35" E, 18.25 feet to a point 55.55 feet distant southeasterly measured at right angles from Station 4137.65 of said baseline; 5) S 35° 46' 05" E, 5.00 feet to a point 60.54 feet distant southeasterly measured at right angles from Station 4143.34 of said baseline; 6) S 33° 13' 55" W, 63.55 feet to a point 67.21 feet distant southeasterly measured at right angles from Station 4163.89 of said baseline; and 7) N 67° 53' 18" W, 221 feet to a point on the division line between lands now or formerly of Ethel Best (reputed owner) on the northeast and lands now or formerly of Veronica R. Stecker (reputed owner) on the southwest, said point being 351 feet distant southeasterly measured at right angles from Station 4183 of said baseline; thence northwesterly along said division line 211 feet to a point on the first mentioned southeasterly boundary of Academy Hill Road, said point being 131 feet distant southeasterly measured at right angles from Station 4182 of said baseline; thence northwesterly along said southeasterly boundary of Academy Hill Road 172 feet to the point of beginning, being 1,216 square feet of land, more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated as Parcel No. 4 above, and such owner's successors or assigns, the right of access via the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purpose for the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The above mentioned survey baseline is a portion of the 2014 survey baseline for the Academy Hill Road - County Road 51 bridge replacement over the Roelff Jansen Kill and is described as follows:

Beginning of Station 3+79.13; thence North 23° 43' 31" East to Station 6+10.51.

I hereby certify that the property depicted above is necessary for this project, and the acquisition thereof is recommended.

Date 3-4 2016

[Signature]
Neil H.S. Knize, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date March 3 2016

[Signature]
Robert H. Bakard, P.E.
Deputy Commissioner of Public Works

Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law.

I hereby certify that this map was prepared in accordance with current professional practices, standards and procedures.

Date FEBRUARY 29 2016
CREIGHTON WAINING ENGINEERING, LLP

[Signature]
Donald G. Sovoy, Land Surveyor
P.L.S. License No. 050079



Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi	<i>absent</i>	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present:	<u>11</u>	Resolution:	<u>✓</u>
Absent:	<u>1</u>	Motion:	<u> </u>
Vacant:	<u>0</u>	Total :	<u>11</u> <u>0</u>
		Yes	No
		Abstentions:	<u>0</u>

2016194 AUTHORIZING ACQUISITION IN FEE FROM ETHEL BEST FOR THE PROJECT IDENTIFIED AS BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD) BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL, TOWN OF MILAN, DUTCHESS COUNTY

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25

Absent: 0

Vacant: 0

Resolution: ✓

Motion:

Total: 25 0

Yes No

Abstentions: 0

2016194 AUTHORIZING ACQUISITION IN FEE FROM ETHEL BEST FOR THE PROJECT IDENTIFIED AS BRIDGE M-7, COUNTY ROUTE 51 (ACADEMY HILL ROAD) BRIDGE REPLACEMENT OVER THE ROELIFF-JANSEN KILL, TOWN OF MILAN, DUTCHESS COUNTY

Date: August 8, 2016

RESOLUTION NO. 2016195

RE: AUTHORIZING COUNTY EXECUTIVE TO EXECUTE EASEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY PERTAINING TO THE SHORE HAVEN WATER SYSTEM

THOMES Legislators FORMAN, MICCIO, BOLNER, SAGLIANO, LANDISI, and offers the following and moves its adoption:

WHEREAS, by Resolution No. 208280, this Legislature authorized the County and the Dutchess County Water and Wastewater Authority ("WWA") to acquire and establish Zone "J", known as the Shore Haven Water System in the Town of Pawling, Dutchess County, New York, and

WHEREAS, on or about June 1, 1998, the County and WWA entered into a Service Agreement wherein the WWA may cause Water Service to be provided to the various water districts throughout the County which agreement has, from time to time, been amended, and

WHEREAS, the WWA is requesting the easement from the County in order to install a pressure reducing vault on a new water main to be constructed on Rocky Mountain Way as part of the Shore Haven Water District System Improvement Project being implemented by the WWA, and

WHEREAS, the WWA is requesting the easement on tax parcel 6856-05-197831, located at 1475 Route 292 in the Town of Pawling which is currently owned by the County, and

WHEREAS, a copy of the proposed easement is annexed hereto, now therefore, be it

RESOLVED, that the County Executive, or his designee, is authorized to execute the easement, in substantially the same form as annexed hereto, between the County of Dutchess and the Dutchess County Water and Wastewater Authority pertaining to the Shore Haven Water System.

CA-110-16
CAB/G-0964
07/14/16
Fiscal Impact: See attached statement

APPROVED

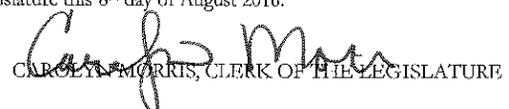
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/15/2016

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 8th day of August 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 8th day of August 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 \$ _____

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: Bridget Barclay

Prepared On: 6-28-2016

Water Distribution Main - Permanent Easement
Shore Haven Water Distribution System Improvement Project

This Indenture is made and entered into this ___ day of _____, 2016 by and between County of Dutchess, 22 Market Street, Poughkeepsie, NY 12601 (the "Grantor") and the Dutchess County Water and Wastewater Authority, a public benefit corporation created pursuant to Title 6-C Article Five of the Public Authorities Law, as amended (the "Act"), of the State of New York with an office at 27 High Street, Poughkeepsie, New York 12601 (the "Authority").

WITNESSETH

The Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Authority, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, and release unto the Authority, its successors and/or assigns an easement to install, maintain, repair and replace a water distribution main and related appurtenances under and through the real property of the Grantor situate in the Town of Pawling, County of Dutchess and State of New York (the "Property") in the easement area more particularly described in Exhibit "A" annexed hereto (the "Easement Area").

The Property (Tax Parcel ID No. 6856-05-197831) of Grantor subject to this easement is described in a deed recorded on August 5, 2015 in the Dutchess County Clerk's Office as Document No. 02-2015-4734.

The Grantor grants and conveys to the Authority a perpetual easement to enter the Easement Area for the purposes of installing, maintaining, repairing and replacing a water distribution main and related appurtenances within, under, and through the Easement Area from time to time, as the Authority may deem necessary. The said water distribution main and appurtenances shall at all times remain the property of the Authority and under its exclusive control and supervision, and the Grantor shall not interfere with or cause injury or damage to said water distribution main and appurtenances or interfere with the rights granted to the Authority hereunder. The Grantor agrees that it shall place no permanent structures, fences or trees on or within the Easement Area.

The Authority shall indemnify and hold harmless the Grantor, their successors, and assigns from any claims arising out of any action taken on the Property by the Authority, its employees, or agents in connection with the easement granted to the Authority by the Grantor, including but not limited to, action taken to install, repair, maintain and replace the water distribution main and related appurtenances.

The Authority shall exercise good faith efforts to perform the installation, maintenance, repair and replacement of the water distribution main and appurtenances without materially interfering with the use and enjoyment of the Grantor of the Property. The Authority shall reasonably restore the surface of the Easement Area and any other portion of the Property disturbed by the Authority in the exercise of its rights hereunder to a similar condition such surface was in prior to the Authority installing any water distribution main or related appurtenances and any maintenance, repair or replacement of the water distribution main and appurtenances, but shall

be under no obligation to replace or restore any gardens, trees, shrubbery, similar plantings, structures, fences, or other improvements, as the surface of the Easement Area is to remain open and unobstructed.

This easement shall run with the Property and bind the Grantor, Grantor's successors and assigns in perpetuity.

COUNTY OF DUTCHESS, NY (Grantor)

By: _____
Name:

Title:

STATE OF NEW YORK, COUNTY OF _____ SS:

On this ___ day of _____ 2016, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to within this instrument and acknowledged to me that he/she 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 this instrument.

Notary Public

Record and Return to:

Dutchess County Water and Wastewater Authority
27 High Street
Poughkeepsie, New York 12601
Attention: Edward Mills

Exhibit "A"

DESCRIPTION of EASEMENTS
LANDS OF COUNTY OF DUTCHESS, 1475 NYS ROUTE 292
(Tax Parcel No. 6856-05-197831)
HOLMES, NY

All that certain piece or parcel of land situate, lying and being in the Town of Pawling, County of Dutchess, State of New York, being a portion of lands conveyed to the County of Dutchess, 22 Market Street, Poughkeepsie, NY, by deed recorded in the Dutchess County Clerk's office as Document No. 02-2015-4734, being bounded and described as follows:

Beginning at a point in the westerly line of New York State Route 292 at its intersection with the southerly line of Rocky Mountain Way; thence, S18° - 28' - 30"W along the westerly line of New York State Route 292 20.01 feet to a point; thence, N69° - 25' - 00"W through aforesaid lands now or formerly of Dutchess County 100.57 feet to a point in the easterly line of Mountain View Road; thence, N19° - 50' - 26"E along the easterly line of Mountain View Road 20.00 feet to a point in the southerly line of Rocky Mountain Way; thence, S69° - 25' - 00"E along the southerly line of Rocky Mountain Way 100.10 feet to the point and place of beginning.

Containing: 2,007 ± Sq. Ft.

Temporary Easement

Together with temporary construction easements ten (10) feet in width, being parallel with ten (10) feet distant from the lengths of the above described permanent easement.

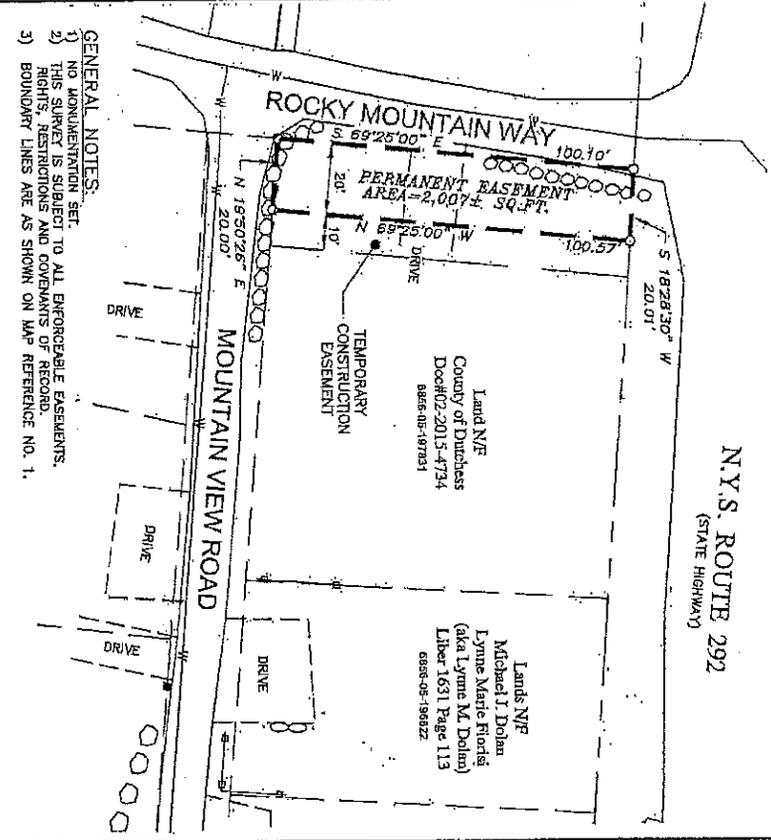
MAP REFERENCES:

- 1) PLANNING & TOPOGRAPHIC MAP SHORE HAVEN WATER SUPPLY SYSTEM IMPROVEMENTS DOWNTOWN, PREPARED BY BRONKS & BRONKS LAND SURVEYORS, P.C., DATED DECEMBER 16, 2013, REVISED JANUARY 22, 2014.

LEGEND:

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- PROPERTY LINE
- N/A NOW OR FORMERLY

- GENERAL NOTES:**
- 1) NO ADJUSTMENT SET.
 - 2) THIS SURVEY IS SUBJECT TO ALL ENFORCEABLE EASEMENTS, RIGHTS, RESTRICTIONS AND COVENANTS OF RECORD.
 - 3) BOUNDARY LINES ARE AS SHOWN ON MAP REFERENCE NO. 1.



N.Y.S. ROUTE 292
(STATE HIGHWAY)

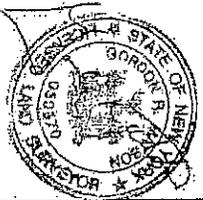
Land N/R
County of Dutchess
Docket: 2015-4734
9885-05-197831

Lands N/R
Mitchell J Dolan
Lynne Marie Fiorati
(aka Lynne M. Dolan)
Liber 1631 Page 113
6885-05-19822

DATE	DESCRIPTION	REVISIONS

**MAP OF
PERMANENT EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
LANDS OF DUTCHESS COUNTY
TOWN OF PAWLING**

COUNTY OF DUTCHESS STATE OF NEW YORK



considering engineers
land surveyors
landscape architects
and planners
WESTON & SAMPSON
PELSLA, PC
22 High Street, Binghamton, NY 13902
761.514.4544

CAD FILE
SHORE HAVEN WATER SYSTEM
DATE: 8/22/2016 SHEET 1 OF 1
SCALE: 1"=30' BENCHMARK: SH-0220154734

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016195 AUTHORIZING COUNTY EXECUTIVE TO EXECUTE EASEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY PERTAINING TO THE SHORE HAVEN WATER SYSTEM

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2016195 AUTHORIZING COUNTY EXECUTIVE TO EXECUTE EASEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY PERTAINING TO THE SHORE HAVEN WATER SYSTEM

Date: August 8, 2016

RESOLUTION NO. 2016196

RE: AUTHORIZING THE SALE OF PROPERTIES
LOCATED AT: 538 ROUTE 52, TOWN OF FISHKILL,
2755 W. MAIN STREET, VILLAGE OF WAPPINGERS FALLS,
AND 1592 ROUTE 376, TOWN OF WAPPINGER

Legislator FLESLAND, MICCIO, SAGLIANO, and LANDISI offer the following and move its adoption:

WHEREAS, a parcel located in the Town of Fishkill, which is designated as tax map number 133089-6055-15-655308-0000, and a parcel located in the Village of Wappingers Falls, which is designated as tax map number 134601-6158-09-243502-0000, and a parcel located in the Town of Wappinger, which is designated as tax map number 135689-6259-04-530251-0000 (hereafter, the "Properties") are all subject to Dutchess County's 2016 *in rem* foreclosure proceeding to enforce delinquent taxes, and

WHEREAS, the record owners of the Property 133089-6055-15-655308-0000 have failed to pay property taxes since tax levy year 2007; the record owners of the Property 134601-6158-09-243502-0000 have failed to pay property taxes since tax levy year 2007, and the record owners of Property 135689-6259-04-530251-0000 have failed to pay taxes since tax levy year 2006, and

WHEREAS, "Gas Land Petroleum, Inc." desires to assume ownership of these Properties and upon doing so shall put the Properties to public use, and

WHEREAS, Gas Land Petroleum, Inc. shall remediate the Properties which are in a blighted condition, and

WHEREAS, on July 12, 2016, the Dutchess County Supreme Court awarded Dutchess County possession of the aforementioned parcels and directed Dutchess County to execute, record and file a deed to the aforementioned properties, upon which the County of Dutchess shall be seized of an estate in fee simple absolute, and

WHEREAS, Gas Land Petroleum, Inc. shall tender the sum of \$75,000.00 and other good and valuable consideration to the Dutchess County Commissioner of Finance for any right, title and interest the County will acquire in and to the above Properties at the culmination of the *in rem* foreclosure proceeding, and

WHEREAS, although Resolution No. 244 of 1997 (Land Disposition Policy) confers upon the former landowner an exclusive right to reacquire the Properties until 5:00 p.m. the night before the *in rem* foreclosure auction, since the record owners

have not paid taxes on the Properties since tax levy years 2006 and 2007 respectively, in this instance the County is desirous of extinguishing the former owners' right to reacquire these Properties following the County's executing, filing and recording a deed to be seized of an estate in fee simple absolute to the Properties, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves and confirms the sale of the aforementioned Properties, transferring ownership of the Properties described herein subject to the contingencies of the contract of sale attached hereto and made a part hereof, and be it further

RESOLVED, that the County Executive is hereby authorized, empowered, and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County a quitclaim deed to Gas Land Petroleum, Inc., upon the County executing, filing and recording a deed to the Properties by reason of its *in rem* foreclosure proceeding, and be it further

RESOLVED, that the record owners' exclusive right to reacquire the Properties, pursuant to Resolution No. 244 of 1997, is extinguished with regard to these Properties.

CA-113-2016
CEN/kvh/sjm/G-1661
07/14/16

Fiscal Impact: See attached statement

APPROVED

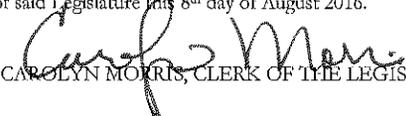
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/15/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 8th day of August 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 \$ _____

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: Favorable -Parcels will be put back on the tax rolls

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Carmela Morley, Deputy Commissioner

Prepared On: 7/15/16

PURCHASE AND SALE CONTRACT

This Purchase and Sale Contract is made effective as of the _____ day of March 2016, between COUNTY OF DUTCHESS, a New York municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter the "Seller") and GAS LAND PETROLEUM INC., a domestic business corporation of the State of New York, with offices at 785 Broadway, Kingston, New York 12401 (hereinafter the "Purchaser" or "Purchaser").

RECITALS

WHEREAS, Seller anticipates that it will acquire title through Article 11 of the N.Y.S. Real Property Tax Law to certain parcels of real property described in Schedule "A" which parcels are collectively and separately referred to as "Property" in this contract; and,

WHEREAS, Seller desires to sell the Property and Purchaser desires to purchase the Property, as further set forth in the Contract; and,

WHEREAS, because the Property has been potentially been impacted by petroleum contamination that was not caused by either Seller or Purchaser and, as a result, as it concerns the Seller and the Purchaser only, the Purchaser at its sole cost and expense, as described herein, may have to address issues arising from the pre-existing contaminant conditions, and this obligation does not prohibit the Purchaser from seeking redress from any third party responsible for contamination of the property,

WHEREAS, the Purchaser intends to clean-up the petroleum contamination on the property in accordance with applicable rules and regulations and to redevelop the Property for gasoline/convenient store uses; and the County supports the redevelopment of the Property for gasoline/convenient store uses and,

WHEREAS, upon foreclosure by the Seller pursuant to Article 11 of the Real Property Tax Law and upon simultaneous conveyance to Purchaser, Seller and Purchaser anticipate, but Seller does not warrant or represent, that private liens encumbering the Property will be statutorily extinguished and that Purchaser will hold the property in fee simple absolute free of all prior private liens but subject to those liens, if any, surviving solely by operation of law (e.g. as provided in the RPTL or other statutes); and,

NOW THEREFORE, in consideration of the promises and the mutual covenants and Contract herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

CONTRACT

1. Sale and Purchase of Property. Subject to the terms, conditions and provisions of this Contract, Seller agrees to sell, transfer, deliver and assign to Purchaser at the Closing, and Purchaser agrees to purchase from Seller at the Closing, all of Seller's right, title and interest in and to the following parcels of land, with any buildings and improvements, free of any encumbrances and liens to the full extent authorized by law and as provided for by RPTL Article 11, as described in Schedule "A" ("the Property"):

2. Purchase Price.

The total purchase price to be paid (the "Purchase Price") by Purchaser to Seller for the Property is \$75,000.00 (\$25,000.00 per parcel), payable as follows:

(a) \$15,000.00 (\$5,000.00 per parcel) on the date of the execution of this contract by to the Dutchess County Commissioner of Finance, as escrow agent (hereinafter the "Escrow Agent"). The Down Payment shall be paid to Seller at Closing, subject to other provisions of this Contract, which sum shall be for the three potential conveyances, and

(b) At the Closing, Purchaser will pay the balance to Seller or its designees by certified check of Purchaser; official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York; or wire transfer of immediately available funds.

3. **Title and Seller's Obligations to Acquire the Property.**

(a) Purchaser, upon delivery by Seller of a fully executed contract, shall have thirty days to undertake an investigation of the condition and circumstances of the Property; if it determines that circumstances disclosed by such investigation make the Property or any one of them not suitable for its business objectives, solely as determined by Purchaser, it may terminate this agreement as to the Property or any one of them and it shall obtain a refund of the purchase price commensurate with such election.

(b) Once Purchaser has waived its rights to terminate this Agreement, to purchase the Property or any one of the parcels, Seller will commence a judicial proceeding for the foreclosure of any tax liens it holds on the Property pursuant to its Land Disposition Policy and Article 11 of the Real Property Law (hereinafter the "RPTL") and will prosecute the same to

judgment in the manner it deems appropriate. Seller agrees to take all ordinary measures to take the proceeding to judgment and to acquire fee title to the Property. Seller will not be obligated to take any extraordinary measures unless Purchaser agrees to reasonably compensate the Seller for the cost of taking such measures.

For the purpose of this Contract, these terms are defined as follows:

“Ordinary measures” shall mean the filing of a foreclosure petition, compliance with all notice requirements, the filing for a default judgment or the filing and prosecuting of a motion for default judgment and obtaining legislative approval, such that title is transferred to the Purchaser. “Ordinary measures” also includes the Seller’s defense of any action brought by an owner or lienor in the Supreme Court against the Seller for its failure to comport with the statutory prescriptions of Real Property Tax Law (RPTL) Article 11.

“Extraordinary measures” shall mean any measure not defined as an ordinary measure and specifically includes participation in any contested hearing or proceeding, including an appeal concerning the Seller’s failure to comport with the statutory prescriptions of RPTL Article 11, defending motion practice initiated by any party with an interest in the Property; any proceeding in bankruptcy or the appeal of any ruling, order, decision or judgment. However, before exercising its rights to not proceed with extraordinary measures, it will meet with Purchaser and determine

whether it will proceed under conditions mutually satisfactory to the parties.

Upon an award of a final judgment of foreclosure and obtaining fee title to the Property free of all encumbrances and liens to the full extent of the law and as provided for by RPTL Article 11, and subject to a resolution by the County Legislature approving the conveyances, the enforcing officer or authorized person of the Seller will execute a deed in favor of the Seller as required by the RPTL. Seller then will promptly prepare a quitclaim deed to convey the Property to the Purchaser. However, if in the opinion of a title abstract company or title company, such proceedings have failed to remove liens which would constitute an objection to title for purposes of insuring title, Purchaser shall have the option of rejecting title to such Property.

(c) Seller will be relieved of any obligation under this Contract as to any individual parcel if that parcel comprising the Property is redeemed within the redemption period or if the Seller is required to take extraordinary measures in order to secure a final judgment and the Purchaser elects not to pay for the taking of such measures.

(d) Purchaser may, at its option, purchase title insurance for the Property. Notwithstanding, it is specifically understood and agreed that this Contract and the parties' obligations hereunder are not contingent upon same. However, Seller agrees to cooperate with the Purchaser's title insurance company and to make all public records concerning the foreclosure promptly available.

(e) In the event that a proceeding is commenced to set aside the deed given to Purchaser which challenges whether the foreclosure proceeding was regular and in accordance with all provisions of law relating thereto, Purchaser agrees either to defend such proceeding or

pay Seller's reasonable legal fees to do so, such measure deemed to be an extraordinary measure as previously defined in this agreement unless such proceeding to set aside is premised on an error or omission of the Seller in obtaining judgment. In the event the Purchaser defends such proceeding, Seller agrees to cooperate fully with the Purchaser.

In the event that the transfer of fee title to the Property is set aside by a final order, Seller shall return all funds paid by Purchaser to Purchaser within 30 days of the entry of a final judgment setting aside the foreclosure providing that such judgment is not stayed pending appeal. In the event that either party chooses to appeal any such judgment, it may do so and, if successful, the Purchaser agrees to re-pay the funds that were returned and close on the property.

This provision will survive the Closing and will constitute continuing obligations of the Seller and Purchaser.

4. **Purchasers Contingencies**. At the time of closing, as determined by Purchaser, the use of the property for gasoline stations/convenient stores in the manner contemplated by Purchaser shall be permitted under local laws and other applicable laws, ordinances and regulations. Purchaser shall be permitted to consider all regulations, including but not limited to bulk storage regulations and conformity with any land use standards, in making such evaluation as to whether its contemplated use is permissible.

Purchaser shall have satisfied itself as to the risk and scope of liability issues associated with off-site contamination claims such that Purchaser is satisfied as to the acceptability of any such risks. Purchaser has determined that the cost of remediation for any one parcel will not exceed \$350,000.00 and the cumulative cost for all parcels will not exceed that amount times the number of parcels for which a remediation expense will be incurred..

5. **Closing**. This Contract shall be closed in the following manner:

- (a) Closing Date. The "Closing Date" shall be a date selected by Purchaser to be no later than five (5) business days after Purchaser receives written notice of the issuance of a final judgment of foreclosure awarding Seller fee title to the Property, free of all encumbrances and liens to the full extent of the law and as provided for by RPTL Article 11. The Closing will take place at the Dutchess County Department of Law, 22 Market Street, Poughkeepsie, New York 12601. Seller will transfer title to the Property at closing,(hereinafter the "Closing"), by Quitclaim Deed, which shall contain a description of the property solely by tax map number.
- (b) Additional Conditions. The Quitclaim Deed shall contain the following provisions:
- (i) Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein;
- (ii) The Quitclaim Deed to Purchaser will be recorded in the Dutchess County Clerk's Office as soon as practicable after the Closing. Either party will have the right to record the Quitclaim Deed.
- (c) Seller's Deliveries at Closing. At the Closing, Seller will deliver to Purchaser the following:

(i) The Quitclaim deed and such other documents and instruments as may be required under New York law in order to record the deed (i.e. N.Y.S. TP-584 form and RP-5217 form).

(d) Purchaser's Deliveries at Closing. At the Closing Purchaser will deliver or cause the Escrow Agent to deliver to Seller the following:

(i) A certified check of Purchaser or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York for any/all additional amounts due to Seller hereunder.

(ii) A corporate guarantee required pursuant to paragraph 7 of this Contract.

(iii) Such other documents and instruments as may be required hereunder or that are otherwise necessary for the Closing.

(e) Costs.

(i) Purchaser shall pay the premiums and expenses for the fee title insurance and all costs relating to any financing of the purchase.

Each party shall pay for its own attorney fees.

(ii) Unless exempted by statute, Seller shall be solely responsible for all New York State transfer taxes or other taxes and charges imposed by law on the Seller and will pay the same. The Seller and Purchaser shall execute and submit, in accordance with applicable law, any and all documentation, including without limitation, the New York State Transfer Tax Return, necessary to establish any exemption.

(f) Tax and Utility Prorations. Taxes, water and sewer charges, special district annual charges shall be apportioned as of midnight of the day before the Closing Date and Purchaser shall pay any of those taxes which are attributable to that period of time commencing with Closing. If the amount of such taxes is not known at the Closing Date, such taxes shall be apportioned on the basis of the taxes assessed for the preceding tax year with reapportionment as soon as the new tax rate and valuation can be ascertained.

6. Remediation Work. Purchaser agrees that within three (3) months after transfer of title, it will enter into an agreement, if required and necessary, with the New York State Department of Environmental Conservation (hereinafter "DEC") to remediate the contamination on the Property or, if authorized, commence remediation of the contamination without an agreement if such an agreement is deemed unnecessary. Any active remediation on the Property will be completed no later than 24 months after transfer of title and such completion of active remediation will be evidenced by documentation provided by DEC or a licensed environmental professional in the event that the DEC is not overseeing the remediation. The term "active remediation" shall not include monitoring of groundwater or post-remediation institutional control conditions. Purchaser shall be solely responsible for the costs of any post-remediation monitoring. It is agreed and understood by the Seller that Purchaser is not agreeing to implement, nor does this contract require, any remediation of contamination that may have migrated off

the Property nor is Purchaser responsible under this contract for such off site contamination unless resulting from its acts subsequent to conveyance.

These deadlines may be extended upon a showing of good cause by the Purchaser. The Seller will not unreasonably withhold its consent for such an extension.

This provision will survive the Closing and will constitute a continuing obligation of the Purchaser.

7. "AS-IS" Sale. The Property is sold "As Is". Acceptance of the Property shall be acceptance of the condition of the Property whether known or unknown.

- (a) Seller will take no steps to change the condition of the Property following execution of the Contract. In no event shall it be required to take any steps which will result in the potential incurrence of liability, cost or expense under the Environmental Conservation Law, the Navigation Law or any other federal, state or other statute. Purchaser is entering into this Contract based solely upon such inspection and investigation as it has undertaken and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Property given or made by Seller or its representatives, and shall accept the same "as is" in the condition and state of repair at the time of the Closing, without any reduction in the Purchase Price or claim of any kind.
- (b) The Property shall be delivered to Purchaser at the Closing subject to possession by any/all prior owners and/or occupants that actually occupy

the Property at the time of Closing. Any/all evictions shall be the obligation of the Purchaser after closing.

8. **Purchaser's Indemnification and Insurance.**

(a) Purchaser acknowledges that there may be a subsurface contaminant condition caused by past discharges of petroleum and/or petroleum constituents at the Property. Purchaser shall be solely responsible for any necessary investigation and remediation of such contamination on the Property. Moreover, Purchaser shall defend and indemnify the Seller with regard to any and all claims arising from the presence of such contamination at or migrating from the Property and shall hold Seller harmless for any such claims. In the event that a claim is made against Seller, the Seller shall notify Purchaser of the claim and shall cooperate with the Purchaser with regard to Purchaser's duty to defend and indemnify the Seller.

(b) Purchaser shall also deliver to the Seller at the Closing a written guarantee executed by all its principals in their personal capacity that provide the same commitments made by Purchaser in paragraph 7 (a) of the Agreement.

9. **Escrow Provision.**

(a) The Down Payment made hereunder shall be held by the Dutchess County Commissioner of Finance as the Escrow Agent until such time as the same may be released under the terms of this Contract.

- (b) Escrow Agent shall not be liable for its faithful performance hereunder, and Seller and Purchaser shall hold Escrow Agent harmless, and indemnify it for any costs or losses on account of such faithful performance, which shall include any legal or court costs Escrow Agent may incur in defending itself on account of the application of said Down Payment pursuant to this provision. Upon a dispute, the Escrow Agent may deliver the Down Payment to the New York State Supreme Court, Putnam County pending resolution of the dispute and, upon such transfer of the Down Payment, the Escrow Agent shall be released from any and all obligations and liability under this Contract.
- (c) Escrow Agent shall hold the Down Payment for Seller's account in Escrow in an FDIC insured account until such Down Payment may be released under the terms of this Contract. At Closing, unless sooner released pursuant to this Contract, the Down Payment shall be paid by Escrow Agent to Seller as provided in this contract together with any interest earned thereon and the total amount shall be credited against the Purchase Price. If for any reason Closing does not occur to the extent Down Payment remains in escrow and either party gives notice to Escrow Agent demanding payment of the Down Payment, Escrow Agent shall promptly give notice to the other party of such demand. If Escrow Agent does not receive notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such notice by

Escrow Agent, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive notice of objection within such ten (10) business day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount still retained until directed by notice from the parties to this Contract or until receipt of a final, non-appealable judgment, order or decree of a court. However, Escrow Agent shall have the right at any time to deposit the remaining Down Payment, if any, with interest thereon with the clerk of a court in Putnam County and shall give notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this Section, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

- (d) The parties acknowledge that Escrow Agent is holding the Down Payment as provided in this Contract to the extent so provided, and that Escrow Agent is acting solely as a stakeholder at their request and for their convenience and that Escrow Agent shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrow Agent. Seller and Purchaser equally, jointly and severally agree to defend, indemnify and hold Escrow Agent harmless for and against all costs, claims and expenses (including reasonable attorneys'

fees) incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to action or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Contract or involving gross negligence on the part of Escrow Agent.

- (e) Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.
- (f) Escrow Agent acknowledges receipt of the Down Payment by check subject to collection and Escrow Agent's agreement to comply with the provisions of this Contract by signing in the place indicated on the signature page of this Contract.

10. **Casualty.**

Risk of loss pursuant to Section 5-1311 of the N.Y.S. General Obligations Law shall be borne by the Purchaser. As this sale is primarily one of the sale of vacant, contaminated land, Purchaser shall not be entitled to cancel the Contract or a reduction in the purchase price in the event of a fire or other casualty affecting improvements on the Property.

11. **Representations of Seller.** Seller represents and warrants to Purchaser as

follows:

- (a) Seller has full power to carry out the transactions provided for in this Contract; the execution and delivery of this Contract by Seller and the consummation by Seller of the transactions contemplated herein have been duly and validly authorized, and this Contract constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.
- (b) There are no other tax districts (as that term is defined in Article 11 of the Real Property Tax Law) that have tax liens on the Property.
- (c) Seller shall provide fee title to Purchaser free of encumbrances and liens to the full extent provided for by law and the provisions of RPTL Article 11..

12. **Representations of Purchaser.** Purchaser represents as follows:

The foregoing representations are true as of the date hereof and will be true as of the date of the Closing.

- (a) Purchaser has full power to carry out the transactions provided for in this Contract, the execution and delivery of this Contract by Purchaser and the consummation by Purchaser of the transactions contemplated herein has been duly and validly authorized by all necessary action on Purchaser's part, and this Contract constitutes a valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

Neither the execution and delivery of this Contract, nor the consummation by Purchaser of the transactions contemplated hereby, nor compliance by Purchaser with any of the provisions hereof will (i) violate any of its constituent documents, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Purchaser or any of its assets or properties.

- (b) No consent of any governmental agency or authority is required for the execution of this Contract by Purchaser and the consummation of the transaction contemplated herein, except as otherwise provided in this Contract.
- (c) Purchaser is not a party to any bankruptcy or similar proceeding, nor are there any other matters pending which would affect Purchaser's ability to purchase the Property as provided herein.
- (d) Prior to the Closing Purchaser shall inspect the Property fully and completely at its own expense and shall have satisfied itself with respect to the condition and operation of the Property and the information contained in all public records and all other documents.

13. **Commissions.** Each party represents and warrants that it has not engaged or dealt with any broker, finder or any other person or agent who would be entitled to any commission or finder's fee in connection with the execution of this Contract or the consummation of the transactions contemplated. Each party agrees to indemnify and hold the other party harmless from and against all loss or damage, including reasonable attorneys' fees, arising out of the breach of the representations made by the indemnifying party.

14. Default of Seller/Default of Purchaser.

- (a) If Seller defaults hereunder or is otherwise unable to transfer title to Purchaser in accordance with this Contract, Seller's sole liability shall be to refund the Down Payment paid on account of this Contract, without interest. Upon such refund and payment this Contract shall be considered cancelled, and neither Seller nor Purchaser shall have any further rights against the other.
- (b) If Purchaser defaults hereunder (including any default of its obligations post-closing), in addition to any other remedies Seller may have at law or equity, the parties agree that, as an essential term, Seller is entitled to specific performance of this Contract.

15. Interpretation. Each of the parties acknowledges that it has been or has had the opportunity to be represented by an attorney in connection with the preparation and execution of this Contract. Where appropriate, references to one gender will be deemed to include any other gender and references to the singular or the plural will be deemed to include either the singular or the plural.

16. Extensions. Any extension of time granted for the performance of any obligation under this Contract will not be considered an extension of time for the performance of any other obligation.

17. Severability. Unenforceability for any reason of any provision of this Contract will not limit or impair the operation or validity of any other provision of this Contract.

18. Exhibits and Recitals. Each Exhibit attached to this Contract and each recital is incorporated and made a part of this Contract by this reference.

19. Notices. All notices, demands, requests and other communications required or permitted hereunder will be effective when reduced to writing and either delivered personally or sent first class, U.S. postal service mail, which shall be deemed delivered, the third business day following mailing, to the appropriate party at the following addresses unless and until a different address has been designated by written notice to the other party as provided herein:

If to Purchaser:

Gas Land Petroleum, Inc.
785 Broadway
Kingston, New York 12401

with a copy to:

Corbally, Gartland and Rappleyea, LLP
35 Market Street
Poughkeepsie, New York 12601
Phone: (845) 454-1110
Fax: (845) 454-4857

If to Seller:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Telephone: (845) 486-2110
Fax: (845) 486-2002

Escrow Agent:

Dutchess County Commissioner of Finance
22 Market Street
Poughkeepsie, New York 12601
Telephone: (845) 486-2025
Fax: (845) 486-2198

Any notice hand delivered will be deemed given on the date of delivery. Any notice sent by overnight courier will be deemed given one (1) day following the date such notice was properly deposited, prepaid, with such courier for delivery the following day. The party providing such notice will use its best efforts to concurrently send a copy thereof by facsimile to the facsimile number set forth above or to such other facsimile number as has been designated by written notice as provided herein. Notices may be sent by the parties or by their counsel on their behalf.

20. **Entire Contract.** This Contract represents the entire Contract among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties concerning the same. No provision of this Contract will be waived or altered or otherwise amended except pursuant to an instrument in writing signed by the party to be charged and no consent to any departure by any party from the provisions of this Contract will be effective except pursuant to an instrument in writing signed by the party who is claimed to have so consented and then such consent will be effective only in the specific instance and for the specific purpose for which given.

21. **Additional Instruments.** The parties will cooperate with each other to execute and deliver such instruments and documents and take such actions as may be required, or as a party may reasonably deem desirable, to effectuate the provisions of this Contract.

22. **Binding Effect.** This Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Purchaser may assign the Contract to one or more entities in which it holds the equity interests or to one or more affiliates of Purchaser or to any entity in which an affiliate of Purchaser holds such interest. In addition Purchaser may designate the name of the entities to take title at closing. Any other assignment shall be subject to Seller's prior written consent which shall not be unreasonably withheld or delayed.

23. **Applicable Law.** This Contract will be governed by and construed in accordance with the laws of the State of New York. Venue shall be Dutchess County, New York. The parties hereby agree to waive the right to a trial by jury.

24. **Captions.** The captions of the Sections of this Contract are inserted for convenience only and will not control or affect the meaning or construction of any provisions hereof.

25. **Counterparts.** This Contract may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one Contract.

26. **Authority.** Each person signing below represents and warrants that he or she is fully authorized to execute and deliver this Contract in the capacity set forth beneath his or her signature.

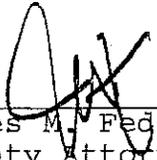
27. **Survival.** None of the contract provisions shall survive closing unless specifically stated herein.

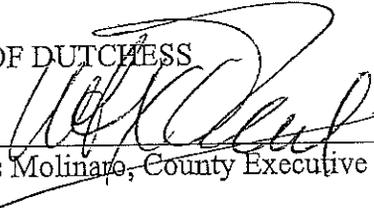
28. Execution. Delivery of a draft of this Contract by Seller to Purchaser shall not be deemed an offer to sell and this Contract shall not be binding upon Seller until a fully executed original has been delivered to Purchaser.

29. Discontinuance. Upon tender of a deed in accordance with the terms of this contract, purchaser will deliver in a form suitable for filing a discontinuance from James Nesheiwat of an action commenced under clerk's minutes 2015/50753.

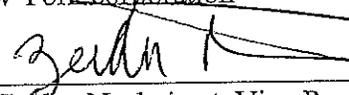
IN WITNESS WHEREOF, the parties have executed this Contract effective as the day and year first written above.

APPROVED AS TO FORM:


James M. Fedorchak
County Attorney

"Seller"
COUNTY OF DUTCHESS
By: 
Marcus Molinaro, County Executive

William F.X. O'Neil
Deputy County Executive

"Purchaser"
GAS LAND PETROLEUM, INC.
a New York corporation
By: 
Zeiden Nesheiwat, Vice President

"Escrow Agent"
DUTCHESS COUNTY COMMISSIONER OF FINANCE
By: 
Heidi Seelbach, Commissioner of Finance

SCHEDULE "A"

<u>ADDRESS</u>	<u>PARCEL #</u>
538 Route 52, Fishkill, NY	133089-6055-15-655308-0000
755 W. Main Street, Wappingers Falls, NY	134601-6158-09-243502-0000
1592 Route 376, Wappingers Falls, NY	135689-6259-04-530251-0000



Proud to be Employee Owned

Engineers
Land Surveyors
Planners

Environmental & Safety Professionals
Landscape Architects

Hudson Valley Office

21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

June 5, 2015

Mr. Mitch Neshiewat
785 Broadway
Kingston, NY 12401

Re: *Potential Remedial Costs – Three Parcels*
Chazen Job # 41518.00

Dear Mr. Neshiewat:

The Chazen Companies (Chazen) has evaluated potential remediation costs needed at three properties. Our cost estimates are provided to assist budgeting and are based on existing readily-available records, our experience with similar sites, and review of materials returned from a Freedom-Of-Information Act (FOIA) request to the New York State Department of Environmental Conservation.

538 Route 52, Town of Fishkill.

DEC provided two spill reports for this 0.62 acre site, with limited information.

- Spill 1109926, reported 11/8/11, closed 11/16/11 (does not meet standards). Numerous 55-gallon drums of oil were reportedly buried in back of the facility. Minor sheen noted. No further action listed. The report did not provide enough information to confirm soil and groundwater conditions.
- Spill 1200889, reported 4/27/12, closed 4/27/12 (does not meet standards). Neighbor reported tanks remain in the ground, the site is used for auto repair and detailing shop, oil spillage noted, and Warex stopped delivering gasoline to refill USTs because the tanks were leaking. PBS 3-171735 for Double R Texaco in Glenham NY listed 5 active tanks with registration current through March 2013. DEC Enforcement Action is listed against the owner. No details regarding these site conditions or tank status was included in the FOIL.

Next Steps:

- We recommend a ground penetrating radar survey to assess potential presence and locations of tanks and buried drums, and subsurface sampling to assess soil and groundwater conditions. Approximate cost: \$17,500
- Given reported NYSDEC enforcement against prior owners and current vacant status, it is likely that removal of prior tanks and site remediation were not completed. Estimated costs are difficult to predict until further investigation is completed, but, excluding installation of new tanks, are as follows.
 - Remove existing tanks: \$40,000
 - Remove and replace impacted soil: \$210,000 (assumes 1,200 CY) *1175/24*
 - NYSDEC reporting: \$7,000
 - Long-term groundwater monitoring and reporting (say, 7 years): \$75,000 *349.5 K*

1592 Route 376, Town of Wappinger

DEC provided no reports, and a quick records review identifies no property PBS registration. Our understanding is that this 0.46 acre site has been a vacant gas station at least 10 years.

- DEC databases do not include the identified site address, but the former use as a gasoline station suggests that tanks were on the site at some point. Due to the lack of information regarding tank installation, closure, and site soil and groundwater sampling data, current site conditions are not known.

Next Steps

- We recommend a ground penetrating radar survey to assess potential tank presence and locations, and subsurface sampling to assess soil and groundwater conditions. Approximate cost: \$14,500
- Likelihood of finding former tanks is unknown. If present, likelihood of associated impacted soils and groundwater is high. Considering small site footprint, estimated costs to remediate, excluding installation of new tanks, may be as follows:
 - Remove existing tanks: \$30,000
 - Remove and replace impacted soil: \$100,000 (assumes 570 CY) $\times 175 = 99,750$
 - NYSDEC reporting: \$6,000
 - Long-term groundwater monitoring and reporting (say, 7 years): \$75,000

2755 West Main Street, Village of Wappingers Falls

~~_____~~
\$ 226.5 K

DEC provided multiple spill reports for this 0.35 acre site, summarized as follows.

- PBS 3-171786 shows six registered and active USTs. Four 4,000-gallon gasoline USTs were installed in 1980, two 550-gallon USTs (one oil and one waste/used oil) were installed in 1989.
- Spill 1107414, reported 9/12/11, closed 3/28/12 (does not meet standards). Waste oil in spill bucket for waste oil UST. Notice of Violation issued 3/7/12, USTs remained on site and spill not addressed.
- Spill 0504414 (related Spills 0109342, 0211965, 0709342, and 1404291), reported 7/13/05, OPEN does not meet standards. Groundwater contamination, which increased in 2005. Bulging drum with no leak as of 7/22/14.
- Several reported tank test failures and received no further action determinations.

Next Steps

- We recommend a ground penetrating radar survey to assess potential presence and locations of tanks and buried drums, and subsurface sampling to assess. Approximate cost: \$16,500
- Likelihood of finding tanks and associated impacted soils and groundwater appears high. Considering moderate site footprint but availability of public water to adjacent parcels, estimated costs to remediate, excluding installation of new tanks, may be as follows:
 - Remove existing tanks: \$45,000
 - Remove and replace impacted soil: \$125,000 (assumes 715 CY)
 - NYSDEC reporting: \$7,000
 - Long-term groundwater monitoring and reporting (say, 7 years): \$75,000

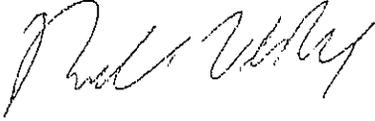
~~_____~~
\$ 268.5 K

Collectively these estimates sum to \$843,500. If you possess additional information about any of these sites which might influence remedial costs, please let us know and we will revise these estimates. The

Mr. Mitch Nesiewat
June 5, 2015
Page 3

recommended site investigations would help refine these potential costs. We hope these cost estimates are helpful. I can be reached at rum@chazencompanies.com or 845 486-1551.

Sincerely,

A handwritten signature in black ink, appearing to read "Russell Urban-Mead". The signature is fluid and cursive, with the first name being the most prominent.

Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Services

cc: Arlette, St. Romaine, Director, Environmental Services
Chris Lapine, P.E.

2016196

Wager, Leigh

From: Dena Manzo [denammanzo@gmail.com]
Sent: Wednesday, August 24, 2016 1:47 PM
To: CountyLegislature
Subject: Our right to know about contamination

Hello,

I am again writing you again in regards to the sale of the 3 gas stations that are located in Fishkill and Wappingers that have possible environmental contamination.

The well being of New York State residents and especially those who you serve in Dutchess County should be a top priority and is an issue that should be able to cross over party lines.

Article I Section 1 of the Constitution of the State of New York states "no member of the state shall be disfranchised or deprived of any of the rights or privileges secured to any citizen thereof..." The Declaration of Independence states that among the rights of the citizen are "Life, Liberty and the Pursuit of Happiness". These rights are jeopardized, either potentially or actually by the leaking of chemicals and or other hazardous substances from the holding tanks of companies or corporations into the aquifer and groundwater which constitute public and private drinking water.

Article XIV Section 4 of the same Constitution of the State of New York states "the policy of the state shall be to conserve and protect its natural resources...shall include adequate provisions for the abatement of air and water pollution...and the regulation of water resources..." and Article XVII Section 3 of the same Constitution of the State of New York states "The protection and promotion of the health of the inhabitants of the state are matters of public concern and provision therefore shall be made..."

Every member of the local, county and state legislatures have sworn to uphold the Constitution of the State of New York. It is our right to be informed as to what potential harm is done by neighboring commercial properties, which contains or contained any holding tanks which store or stored gasoline, crude oil or any other hazardous substance.

If the County is the owner of the property then it should be the County's responsibility to inform the citizens. Testing should be done in a timely fashion at the expense of the owner or County Health department and results of said test should be distributed in laymen's terms to neighbors within the surrounding areas!

Sincerely,
Dena Manzo

Discussion on Resolution No. 2016196 proceeded as follows:

Legislator Tyner spoke regarding the environmental contamination on the property.

Majority Leader Miccio called point of order due to the fact that the resolution was regarding selling the properties not the environmental impact and the resolution stated that the properties would be remediated.

Chairman Borchert ruled Legislator Tyner out of order.

Legislator Tyner, duly seconded by Assistant Minority Leader Amparo, moved to amend the foregoing resolution to add a second Resolved as follows:

RESOLVED, that from here on forward the Dutchess County Department of Community and Behavioral Health will warn residents of toxins in neighborhoods where groundwater contamination has been found, and

Legislator Tyner spoke regarding public and private well contamination.

Majority Leader Miccio called point of order.

Chairman Borchert questioned if Legislative Counsel would agree that since this amendment asked another county agency to take on a responsibility that may have costs associated with it without a fiscal impact statement, it could not be entertained.

Legislative Counsel Volkman stated, "essentially, the real issue is the debate and the remarks in the debate have to be germane to the question at hand which has to do with the sale of the property. This is a proposal; this addition is to provide notice for future properties and I don't believe is germane to the resolution before you today. You can rule it out of order as not being germane to this issue and dispose of it in that regard or you can vote on it if you choose to, but I don't believe you tying a future notice requirement for other properties is relevant to this particular sale at all."

Chairman Borchert ruled the amendment out of order based on advice from Legislative Counsel.

Legislator Tyner moved to table the resolution.

The foregoing motion failed for lack of second.

Roll call on the foregoing resolution resulted as follows:

AYES: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

NAYS: 1 Tyner

ABSENT: 0

Resolution adopted.

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2016196 AUTHORIZING THE SALE OF PROPERTIES LOCATED AT: 538 ROUTE 52, TOWN OF FISHKILL, 2755 W. MAIN STREET, VILLAGE OF WAPPINGERS FALLS, AND 1592 ROUTE 376, TOWN OF WAPPINGER

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: _____ **Resolution:** _____ **Total :** _____
Absent: _____ **Motion:** _____ **Yes** **No**
Vacant: _____ **Abstentions:** _____

Legislator Tyner, duly seconded by Assistant Minority Leader Amparo, moved to amend the foregoing resolution to add a second Resolved as follows:

RESOLVED, that from here on forward the Dutchess County Department of Community and Behavioral Health will warn residents of toxins in neighborhoods where groundwater contamination has been found, and

Chairman Borchert ruled the amendment out of order based on advice from counsel.

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total: _____
 Yes _____ No _____
 Abstentions: _____

JT
3 11
moved to table
failed due to lack of a second.

2016196
 8/8/16

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	1	
District 17 - Town and Village of Fishkill	Miccio	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	3	
District 20 - Town of Red Hook	Strawinski	4	
District 14 - Town of Wappinger	Amparo	5	
District 1 - Town of Poughkeepsie	Nesbitt	6	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	7	
District 4 - Town of Hyde Park	Black	8	
District 5 - Town of Poughkeepsie	Roman	9	
District 6 - Town of Poughkeepsie	Flesland	10	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	11	
District 8 - City and Town of Poughkeepsie	Brendli	12	
District 9 - City of Poughkeepsie	Rieser	13	
District 10 - City of Poughkeepsie	Jeter-Jackson	14	
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 12 - Town of East Fishkill	Metzger	15	
District 15 - Town of Wappinger	Incoronato	16	
District 16 - Town of Fishkill and City of Beacon	Forman	17	
District 18 - City of Beacon and Town of Fishkill	Landisi	18	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	19	
District 21 - Town of East Fishkill	Horton	20	
District 22 - Towns of Beekman and Union Vale	Coviello	21	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	22	
District 24 - Towns of Dover and Union Vale	Surman	23	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	24	

Present:	<u>25</u>	Resolution:	<u>✓</u>	Total:	<u>24</u>	<u>1</u>
Absent:	<u>0</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016196 AUTHORIZING THE SALE OF PROPERTIES LOCATED AT: 538 ROUTE 52, TOWN OF FISHKILL, 2755 W. MAIN STREET, VILLAGE OF WAPPINGERS FALLS, AND 1592 ROUTE 376, TOWN OF WAPPINGER

Date: August 8, 2016

RESOLUTION NO. 2016197

RE: AUTHORIZING SETTLEMENT FROM
JUDGMENT & CLAIMS

Legislators FLESLAND, MICCIO, SAGLIANO, and LANDISI offer the following and move its adoption:

WHEREAS, Merle Humiston brought an action against the County of Dutchess for injuries resulting from her having fallen on County property, and

WHEREAS, Merle Humiston alleged that the County was negligent with regard to the maintenance of the property, and

WHEREAS, the County of Dutchess denied that it was negligent in the maintenance of the property, and

WHEREAS, the lawsuit has been called for trial and a tentative settlement in the action was reached on the eve of trial contingent upon the County's approval of the settlement and further contingent upon the Plaintiff's (Merle Humiston) ability to compromise a Medicare lien for health care expenses incurred in her medical treatment for injuries suffered in the fall, and

WHEREAS, the County Attorney has recommended that the case be settled for the sum of \$90,000 in satisfaction of all claims brought by Merle Humiston against the County of Dutchess and all liens applicable to the file, and

WHEREAS, it is in the best interest of the County to settle the matter, now therefore, be it

RESOLVED, that the action by Merle Humiston shall be settled contingent upon the satisfaction of the outstanding Medicare lien, and be it further

RESOLVED, that Commissioner of Finance is hereby authorized to pay the sum of \$90,000.00 from the operating funds (A.1910.12.4463 Judgments and Claims) for the settlement.

CA-112-16
JMF:kvh/L-5522
07/19/16
Fiscal Impact: attached.

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

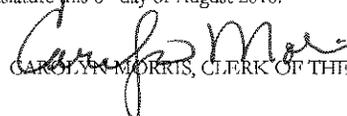
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/15/2016

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 8th day of August 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 8th day of August 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 \$ 90,000

Total Current Year Revenue \$ 0

and Source
A.1910.12.4463 - Judgements and Claims

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:

Resolution authorizes settlement in the case of Merle Humiston v. Dutchess County in the amount of \$90,000.

Prepared by: Tiffanie Massey, Budget Office

Prepared On: 07/15/2016

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2016197 AUTHORIZING SETTLEMENT FROM JUDGMENT & CLAIMS

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
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District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2016197 AUTHORIZING SETTLEMENT FROM JUDGMENT & CLAIMS

Date: August 8, 2016

RESOLUTION NO. 2016198

RE: PUBLIC AUCTION OF PROPERTIES ACQUIRED BY THE
COUNTY THROUGH IN REM PROCEDURE AND
AUTHORIZATION TO EXECUTE QUITCLAIM DEEDS
CONVEYING SAID PARCELS OF REAL PROPERTY

Legislators FLESLAND, MICCIO, LANDISI, and SAGLIANO offer the
following and moves its adoption:

WHEREAS, pursuant to Article 11 of the Real Property Tax Law in the matter of
the foreclosure of tax liens by proceeding *in rem*, the County of Dutchess has acquired title to
certain parcels of real property as listed and annexed hereto on Exhibit "A", and

WHEREAS, the Commissioner of Finance has recommended the public sale of
said parcels at a public auction to be conducted pursuant to the Terms of Sale in essentially the
form annexed hereto as Exhibit "B", and

WHEREAS, by Resolution No. 244 of 1997, the Dutchess County Legislature
adopted a Land Disposition Policy, and

WHEREAS, the Land Disposition Policy grants to former landowners an
exclusive right to repurchase their former parcels for the payment of all outstanding taxes,
interest, penalties and fees authorized by law, and

WHEREAS, Legislative approval is required for the transfer of real property
owned by the County of Dutchess, now therefore, be it

RESOLVED, that the Commissioner of Finance be and she hereby is authorized
and empowered to sell the parcels listed and annexed hereto, at a public auction to be conducted
at the Poughkeepsie Grand Hotel, Poughkeepsie, New York on or about October 12, 2016, by an
auctioneer under the direction of the Commissioner of Finance, and be it further

RESOLVED, that the Commissioner of Finance shall have the discretion to waive
the fee authorized by RPTL 1102 where deemed economically desirable for the County, and be it
further

RESOLVED, that the Commissioner of Finance shall give public notice of such
sale as she may deem appropriate, and be it further

RESOLVED, that the County Executive and the Clerk of the County Legislature be and they hereby are authorized and empowered to execute quitclaim deeds on behalf of the County of Dutchess conveying the parcels of real property which are either sold at public auction to the purchasers thereof or repurchased by former landowners thereof pursuant to the Land Disposition Policy.

CA-108-16

CEN/kvh/R-0324-C5

7/14/16

Fiscal Impact: Favorable. Parcels will be put back on tax rolls.

APPROVED



MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date

8/15/16

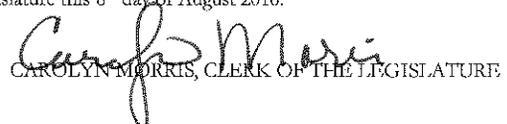
STATE OF NEW YORK

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 8th day of August 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 8th day of August 2016.



CAROLYN MORRIS, CLERK OF THE LEGISLATURE

	Exhibit "A"	
	<u>Assessed Owner (Prior)</u>	<u>Grid Number</u>
<u>Auction #</u>	<u>Town of Amenia</u>	
1	JEAN-PAUL PERRAULT	132000-7067-16-881285-0000
2	JEAN-PAUL PERRAULT	132000-7067-16-883288-0000
3	NOVICK, MICHAEL	132000-7067-16-890280-0000
4	RUDDY, STEPHEN J	132000-7165-01-133757-0000
5	VOORHEES, PAUL	132000-7264-00-233386-0000
6	VOORHEES, DOLORES J	132000-7264-00-234490-0000
	<u>Town of Beekman</u>	
7	CONGREGATION CHABAD OF,	132200-6558-08-948825-0000
8	FORTE JOHN	132200-6558-12-982657-0000
9	TOMPKINS, JAMES H	132200-6658-00-317662-0000
10	CONGREGATION CHABAD OF,	132200-6658-05-095751-0000
11	CHELSEA COVE HOMES LLC,	132200-6658-05-095798-0000
12	CONGREGATION CHABAD OF,	132200-6658-05-096752-0000
13	CONGREGATION CHABAD OF,	132200-6658-05-098755-0000
14	CONGREGATION CHABAD OF,	132200-6658-05-098809-0000
15	CONGREGATION CHABAD OF,	132200-6658-05-102757-0000
16	CONGREGATION CHABAD OF,	132200-6658-05-102811-0000
17	CONGREGATION CHABAD OF,	132200-6658-05-105763-0000
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19	CONGREGATION CHABAD OF,	132200-6658-05-106765-0000
20	CONGREGATION CHABAD OF,	132200-6658-05-107767-0000
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22	CONGREGATION CHABAD OF,	132200-6658-05-111777-0000
23	CONGREGATION CHABAD OF,	132200-6658-05-112780-0000
24	CONGREGATION CHABAD OF,	132200-6658-05-113782-0000
25	CONGREGATION CHABAD OF,	132200-6658-05-113787-0000
26	CONGREGATION CHABAD OF,	132200-6658-05-114784-0000
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28	CONGREGATION CHABAD OF,	132200-6658-05-115792-0000
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31	CONGREGATION CHABAD OF,	132200-6658-05-118754-0000
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130	CONGREGATION CHABAD OF,	132200-6658-09-115750-0000
131	RONNAU, HARRY G	132200-6756-00-964329-0000
132	CAMPBELL, MICHAEL P	132200-6758-00-893014-0000
133	GLOBAL SATELLITE LLC,	132200-6758-00-923841-0000
134	TUTHILL FINANCE,	132200-6758-02-701738-0000
135	298 ATLANTIC LLC	132200-6758-02-747708-0000
136	DUTCHESS CONTRACTING CORP	132200-6759-00-478317-0000
137	DUTCHESS CONTRACTING CORP	132200-6759-00-494352-0000
138	ROBERTS, ALAN J ROBERTS, DONNA M	132200-6859-03-048444-0000
	<u>Town of Clinton</u>	
139	ABEDIN, NURUL	132400-6267-00-170583-0000
140	CANNAVINO, JAMES A CANNAVINO, SUZANNE Y	132400-6366-00-023290-0000
	<u>Town of Dover</u>	
141	BUTLER, ANN MARIA REID, VALERIE ANN	132600-7059-00-966566-0000
142	BLOWERS, JEANETTE L BLOWERS, PAUL H	132600-7160-01-356913-0000
143	HICKS, PATRICIA HICKS, ROBERT MARSHALL, LLOYD D	132600-7160-01-368622-0000

144	HALE, SAMUEL LEONARD	132600-7160-01-385958-0000
145	HALE, KATHERINE P	132600-7161-00-022184-0000
146	WHITE, JUNE S WHITE, ROBERT J SR	132600-7259-00-180133-0000
<u>Town of East Fishkill</u>		
147	RJR REAL ESTATE HOLDINGS LLC,	132800-6356-02-835545-0000
148	VIVIANI CATELLO	132800-6357-01-132793-0000
149	O'DONNELL'S INC,	132800-6357-01-358503-0000
150	M V M HOLDINGS LLC	132800-6454-00-759904-0000
151	ZANETTI DANIEL J ZANETTI MICHAEL E	132800-6455-02-735845-0000
152	TIMELESS CUSTOM HOMES INC,	132800-6457-03-251018-0000
153	RJR REAL ESTATE HOLDINGS LLC,	132800-6458-04-726440-0000
154	ABEDIN, NURUL	132800-6458-07-726901-0000
155	FEIN, JOSEPH	132800-6458-07-731928-0000
156	FEIN, JOSEPH	132800-6458-07-732933-0000
157	FEIN, JOSEPH	132800-6458-07-733937-0000
158	EAST FISHKILL PROPERTIES INC,	132800-6554-00-110901-0000
159	CLARK & WILKINS CO	132800-6556-01-195790-0000
160	LABATE, MARIA	132800-6558-04-887386-0000
161	RJR REAL ESTATE HOLDINGS LLC,	132800-6655-02-871859-0000
162	RJR REAL ESTATE HOLDINGS LLC,	132800-6655-02-872892-0000
163	CARDOZA ANGEL	132800-6656-00-557186-0000
164	GOLISANO DOLORES M GOLISANO SALVATORE	132800-6656-00-984188-0000
165	ABEDIN, NURUL	132800-6755-02-890512-0000
166	AVITAL JOHN PAUL	132800-6755-04-504458-0000
167	SARACENO, JOHN	132800-6755-04-593226-0000
<u>Town of Fishkill</u>		
168	VARAS, PATRICK J VARAS, ROSE MARIE	133089-5953-11-688732-0000
169	PRECOUR, JOSEPH C	133089-6055-01-145612-0000
170	538 ROUTE 52 LLC,	133089-6055-15-655308-0000
171	PAPPAS, ROBERT A JR	133089-6155-02-596998-0000
172	CHAVEZ, MIGUEL	133089-6155-03-467349-0000
173	POLICHETTI, SAL	133089-6356-01-141615-0000
<u>Town of Hyde Park</u>		
174	TRAVER, GERALD A	133200-6063-04-986483-0000
175	COSTANZI, VICTOR EXECUTOR	133200-6066-02-932623-0000
176	COSTON, GENE COSTON, TONIE DE PEW, SHANA HALL, ALBERT L HALL, ELIZABETH	133200-6066-02-981800-0000
177	ABEDIN, NURUL	133200-6164-01-003813-0000
178	CARROLL, PATRICK A	133200-6164-01-074690-0000
179	HARRIS, WILLIAM JR	133200-6164-17-016247-0000
180	HOYT, BETTY L HOYT, CALVIN C	133200-6165-01-224888-0000
181	JWEINAT, ISAM RAJI	133200-6165-02-892659-0000
182	KINGSTON YORK LLC,	133200-6166-01-328788-0000
183	HARRIS, DAWN MARIE HARRIS, RONALD C JR	133200-6166-02-822541-0000
184	HARRIS, DAWN MARIE HARRIS, RONALD JR	133200-6166-02-829548-0000
185	RABS CC ASSOCIATES LLC,	133200-6166-03-454018-0000
186	KITOVAS SPIRO	133200-6166-03-477077-0000
187	KITOVAS SPIRO	133200-6166-04-502122-0000
188	HANSON, KIM MARIE HANSON, ROBERT NIM	133200-6167-02-893823-0000
189	TAYLOR JOAN K	133200-6167-04-702247-0000

190	APA, STEVEN DEBENEDICTUS, CRAIG A	133200-6263-01-178748-0000
191	APA, STEVEN DEBENEDICTUS, CRAIG A	133200-6263-01-191783-0000
192	PEYEM, ANDREY	133200-6266-02-522683-0000
193	MITCHELL JAMES MITCHELL SANDRA L	133200-6266-19-671024-0000
<u>Town of LaGrange</u>		
194	BAGNALL, ROBERT	133400-6260-02-658517-0000
195	MARTIN, GERALD JON MARTIN, SANDRA	133400-6261-04-785449-0000
196	LAWRENCE, ROBERT	133400-6360-01-147952-0000
197	TEDESCO PAUL	133400-6360-02-581685-0000
198	ALIM, MOHAMMED A ISLAM, SAIFUL	133400-6360-02-629636-0000
199	SPIAK, WILLIAM	133400-6360-02-860964-0000
200	10 INDUSTRY PARTNERS LLC,	133400-6361-03-162267-0000
201	SECOR STRAWBERRIES INC,	133400-6459-01-317797-0000
202	CATALIC VICTOR	133400-6461-01-073869-0000
203	SPADAFORA RONALD	133400-6560-02-501748-0000
204	ABEDIN, NURUL	133400-6560-02-954676-0000
205	DEMICHIEL MICHAEL J CERMICHIEL SUSAN K	133400-6562-03-456442-0000
<u>Town of Milan</u>		
206	HINES, CONSTANCE A HINES, JOSEPH A JR	133600-6472-00-277023-0000
207	NAPOLITANO, CATHERINE E	133600-6474-00-205215-0000
208	MONTAMILE, MARIO MONTAMILE, ROSE	133600-6671-00-210666-0000
<u>Town of Northeast</u>		
209	MANNINO, GIUSEPPE	133889-7170-00-253322-0000
210	LSIM REALTY LLC,	133889-7273-00-197029-0000
<u>Town of Pawling</u>		
211	RUSSOTTO, CARMELA	134001-6957-20-967106-0000
212	SLOCUM, ROBERT T	134001-7057-13-101383-0000
213	SLOCUM, ROBERT T	134001-7057-13-102393-0000
214	ANTAEUS REALTY CORP,	134001-7057-17-056028-0000
215	RONNAU, HARRY G	134089-6756-00-998320-0000
216	BATTLE JOSEPH W	134089-6856-05-197831-0000
217	TWO GIRLS REALTY CORP,	134089-6856-06-257965-0000
218	GOLISANO, DOLORES M GOLISANO, SALVATORE	134089-6957-00-475292-0000
219	MADISON WOODS DEVELOPMNT CO,	134089-6957-00-595634-0000
220	298 ATLANTIC LLC	134089-6957-03-221262-0000
221	AKIN, CRAIG D	134089-7155-00-525885-0000
<u>Town of Pine Plains</u>		
222	TRAVELCO INC,	134200-6672-00-927785-0000
<u>Town of Pleasant Valley</u>		
223	LANE, VICTOR L	134400-6362-02-770833-0000
224	TSAMOYDAKIS BARBARA	134400-6365-02-799610-0000
225	SCHOONMAKER, CHARLES G	134400-6463-03-155120-0000
226	GOUTREMOUT, BRUCE M GOUTREMOUT, ROXANNE	134400-6564-01-160774-0000
227	WILLIAMS MARJORIE E	134400-6564-03-155424-0000
<u>Town of Poughkeepsie</u>		

228	BORGIA PETROLEUM INC,	134601-6158-09-243502-0000
229	NEALY, ALICE M NEALY, ROBERT W	134689-6158-01-010701-0000
230	AVITAL JOHN PAUL	134601-6158-14-286314-0000
231	298 ATLANTIC LLC	134689-6063-04-978300-0000
232	GRVC PROPERTIES LLC	134689-6159-04-608173-0000
233	OYIBO, JOSEPH	134689-6160-01-412526-0000
234	PAPP, JAMES	134689-6160-02-704718-0000
235	SEEBE, JOHN N	134689-6160-03-437410-0000
236	INGOGLIA, ALBERT	134689-6161-07-672935-0000
237	TRAYNER, EMMA V TRAYNER, THOMAS J	134689-6161-07-744919-0000
238	MOREY, DANIEL T	134689-6161-78-133124-0000
239	EKWEREKWU VERONA A	134689-6162-05-093887-0000
240	PINES SIDNEY	134689-6162-05-098868-0000
241	JENNETT, ROBIN E	134689-6162-05-236829-0000
242	HIGGINS, JACQUELINE E LT HIGGINS, JOHN RM	134689-6162-06-259757-0000
243	WINSLOW, DENNIS C WINSLOW, LELAR O	134689-6162-06-402980-0000
244	ESPANA CONSTRUCTION INC,	134689-6162-10-356591-0000
245	BEREND, ERIC V	134689-6162-19-705069-0000
246	NEWT DEVELOPMENT CORP,	134689-6163-03-453084-0000
247	HANSON, ROBERT WINNERS CIRCLE VENTURES LLC,	134689-6163-03-493272-0000
248	VESA REALTY ASSOCIATES LLC,	134689-6261-01-366969-0000
249	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-934714-0000
250	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-936823-0000
251	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-938687-0000
252	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-939798-0000
253	DM EQUITIES OF NEW YORK LLC	134689-6262-02-940747-0000
254	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-941778-0000
255	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-956884-0000
256	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-982746-0000
257	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-985783-0000
258	MAKAN LAND DEVLPMNT-ONE LLC	134689-6262-02-987833-0000
259	B D H REALTY INC,	134689-6262-03-226351-0000
260	BURDINE BARBARA JANE BURDINE HENRY W	134689-6263-04-665066-0000
261	KENT, LISA	134689-6362-01-212552-0000
262	KHAN, SAIDUR UDDIN, ANWAR	134689-6363-03-022081-0000
	<u>Town of Red Hook</u>	
263	CONKLIN, DANIEL W	134803-6175-18-495060-0000
264	WILLS, LAWRENCE A	134889-6172-19-631159-0000
265	MC CORMICK, GLORIA SLESINSKI, DANIEL	134889-6175-00-980360-0000
266	CHORNEY KARL T III	134889-6272-12-870634-0000
267	MASSARO, DONALD	134889-6372-00-637486-0000
	<u>Town of Rhinebeck</u>	
268	AGUILAR EDGAR O	135089-6270-00-903921-0000
	<u>Town of Stanford</u>	
269	JACOB, ELLEN CLAIRE JACOB, ROBERT G	135200-6667-00-965314-0000
	GIORDANO, JACK GIORDANO, JOSEPHINE GIORDANO-	135200-6669-00-518145-0000
270	LEONAGGIO, BARBARA	
271	FALLONE, CARMINE A FALLONE, PHILOMENA	135200-6767-00-462356-0000
272	MC CARTHY, JEANNE J	135200-6869-00-545677-0000
273	MCCARTHY, SHAWN	135200-6869-11-601502-0000

<u>Town of Union Vale</u>		
274	PARLIMAN GERALD C	135400-6661-00-525289-0000
275	MANNINO GIUSEPPE	135400-6662-00-124037-0000
<u>Town of Wappinger</u>		
276	IGLESIAS MELIZZA	135601-6157-22-213990-0000
277	REVITALIZATION SYNDICATIONS AT,	135601-6158-14-308261-0000
278	BLAIR DARRELL E	135601-6158-14-335373-0000
279	298 ATLANTIC LLC	135601-6158-14-470346-0000
280	REVITALIZATION SYNDICATIONS AT,	135601-6158-18-307248-0000
281	MANNINO GIUSEPPE	135601-6158-18-363174-0000
282	JOHANIDESZ, LASZLO JOHANIDESZ, RITA	135689-6056-03-343488-0000
283	HOLMES, VALERIE C	135689-6057-16-882430-0000
284	CRAIG CHAS DONALD VERNA FREEMAN	135689-6156-02-603593-0000
285	ESPANA CONSTRUCTION INC,	135689-6157-01-296777-0000
286	MENCONERI ANTONINA LT MENCONERI KATHERINE RM MENCONERI PETER JR RM MENCONERI RAYMOND RM MENCONERI RICHARD RM	135689-6157-01-330935-0000
287	YESHORIM, YESHIVA D'VAR	135689-6157-01-378617-0000
288	MARSHALL MARIE S MARSHALL WESLEY JR	135689-6157-02-582728-0000
289	PERRIN, MICHAEL ROCKY MOUNTAIN ENTERPRISES INC,	135689-6157-02-902593-0000
290	IVERSEN, CHRISTOPHER L	135689-6158-03-100201-0000
291	LOPEZ CHRISTINE	135689-6256-02-718747-0000
292	MAIOLO, DOMINICK JR MAIOLO, FRANCES	135689-6257-03-341378-0000
293	DUSEVIC, AGGY DUSEVIC, MARJAN	135689-6258-01-028578-0000
294	ROUTE 55 PROPERTY LLC	135689-6259-02-554893-0000
295	376 REALTY CORP,	135689-6259-04-530251-0000
296	MANNINO GIUSEPPE	135689-6359-02-539693-0000
297	MANNINO GIUSEPPE	135689-6359-04-543283-0000
298	S & Z DEVELOPERS CORP	135689-6359-04-958373-0000
<u>Town of Washington</u>		
299	BOOTH DOROTHY A	135801-6764-02-911834-0000
300	DOYLE, ANN M SMALLS, TIMOTHY R	135889-6664-00-925537-0000
301	ROCK MAPLE HOUSE LLC,	135889-6863-00-555898-0000

TERMS AND CONDITIONS OF SALE

TERMS FOR INTERNET BIDDING (in addition to standard terms below):

1. **Registration.** All bidders are required to register and to provide suitable I.D. (photo copy acceptable) prior to the auction. Auctioneer reserves the right to decline registration if I.D. is not sufficient. Notarized copy of bidder's signature on copy of bidder's valid driver's license or passport must be provided to auctioneer. **NO EXCEPTIONS.**
2. **Bidder Approval.** Download the "Internet Bidder Registration Packet" from the website (<http://www.nysauctions.com/auctions/IbidReg/Dutchess.pdf>). Complete all required information where highlighted by printing or signing legibly and return all completed documents with the funds described in paragraph two below to auctioneer/broker no later than 12:00 PM (noon) on Tuesday October 11, 2016, Eastern Standard Time. **NO EXCEPTIONS.**
3. **No Recourse.** Internet bidding through our Provider is offered as a service to our customers, and bidders shall not hold Dutchess County and/or Absolute Auctions & Realty, Inc., responsible for any failure due to the loss of the internet connection supplied to Absolute Auctions & Realty, Inc. by the Provider.

STANDARD TERMS:

1. **Buyer's Premium.** Purchaser shall pay an **eleven percent (11%) buyers premium (a 1% buyer's premium discount will be given for cash or guaranteed funds)** in addition to the accepted bid price.
2. **Down Payment.** \$250 or 20% of the total contract price (contract price is the bid price + buyer's premium), whichever is higher, shall be paid as a down payment upon execution of a contract of sale immediately upon being declared the successful high bidder. **ONLY CASH, CREDIT CARD (MASTERCARD, VISA or DISCOVER CARD ONLY), MONEY ORDER OR BANK CHECK (Tellers/Cashiers Check) MADE PAYABLE TO "DUTCHESS COUNTY COMMISSIONER OF FINANCE" WILL BE ACCEPTED. NO EXCEPTIONS.**
3. **Closing Costs.** Purchaser shall pay the following closing costs: Filing Fee for Combined Gains Transfer Tax Affidavit of \$5, Filing Fee of \$5 for Town of Red Hook Transfer Tax, and all recording and other fees required by the Dutchess County Clerk. Fees are subject to change by law without further notice.
4. **Balance Due.** The balance due, including closing costs and the **2016-2017 School Tax**, and Village Tax if any, shall be paid by **cash, money order or bank check** made payable to "Dutchess County Commissioner of Finance" on or before **November 10, 2016. Credit Card payment is NOT acceptable for balance due. TIME IS OF THE ESSENCE.** Failure to timely pay balance due shall constitute default and forfeiture of down payment.
5. **Recording Information.** Purchaser shall provide all information necessary for recording the deed and shall execute all required documents prior to close of auction.

6. **Deed.** Conveyance shall be by quitclaim deed, with the description of the property to be by tax grid number. The deed shall be recorded by the County after payment in full, and returned to purchaser by the County Clerk's Office. The County will only issue a deed in the name of the successful bidder, no exceptions.

7. **No Warranty.** (a) All real property, including any buildings thereon, is sold "AS IS", without any representation or warranty whatsoever, and is subject to: 1) any facts a survey or inspection of the parcel would disclose; 2) applicable zoning/land use/building regulations/**easements of record or matters of public record**; 3) all federal or state taxes, liens, delinquent water and/or sewer rents, other local charges, mortgages or judgments not extinguished from the parcel by foreclosure proceedings.

(b) All informational material such as slides, tax maps, deeds, photos, auction listings, auction catalogs, auction signs, property record cards, and verbal descriptions are for identification purposes only and represent no warranty or guarantee as to accuracy or otherwise.

(c) There is no representation, express or implied, as to condition of parcel, warranty of title, right of access, or suitability for a particular use. **RESEARCH BEFORE YOU BID.**

8. **No Recourse.** All sales shall be final and without recourse, and in no event shall Dutchess County and/or Absolute Auction & Realty, Inc., be liable for any defects in title for any cause whatsoever. No claim, demand or suit of any nature shall exist in favor of the purchaser, its heirs, successors or assigns, against Dutchess County and/or Absolute Auction & Realty, Inc., arising from this sale.

9. **Right of Withdrawal:** By Resolution No. 244 of 1997, the County of Dutchess adopted a Land Disposition Policy which provides that the former landowner has the exclusive opportunity to reacquire his/her property through the payment of all back taxes, fees and incurred interest cost after the conclusion of the *in rem* proceedings but only until 5:00 P.M. on the day prior to the next county auction of properties, subject to approval by the County Legislature. After that time the County shall not remove any properties from auction absent a direction to do so from a court of competent jurisdiction.

10. **Confirmation of Sale.** A bid shall be considered an offer to purchase subject to the acceptance of the County. If the bid is accepted, a contract of sale will be forwarded to the bidder for their records. No bid shall be considered unless the bidder fully complies with the Terms and Conditions of Sale. The following criteria will be used to determine the adequacy of the bid: (a) If the high bid on the parcel at auction meets or exceeds the outstanding taxes, costs, fees, due and owing, and the high bid is not substantially less than the assessed value of the parcel, it may be accepted, (b) If the high bid fails to meet this standard it may still be accepted by the county after consideration of past auction history, results of the current auction and state of the housing market in the county. (c) If the high bid fails to meet the standards described above it may be rejected. In all cases, written notice shall be given to the bidder by the Dutchess County Commissioner of Finance. **All balances are due on or before November 10, 2016.**

11. **Personal Property.** No personal property is included in the sale of any parcel by Dutchess County. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the recording of the deed.

12. **Auctioneer.** The auctioneer's decision regarding any disputes is final and the auctioneer reserves the right to reject any bid not considered an appreciable advance over the preceding bid.

13. **Evictions.** Evictions, if necessary, are the sole responsibility of the purchaser following the recording of the deed.

14. **Possession and Entry.** The purchaser shall not take possession of nor enter upon the parcel until recording of the deed by Dutchess County.

15. **Prohibitions.** (a) The owner of a particular parcel immediately prior to the foreclosure action shall not be allowed to bid on that parcel at auction. (b) No person (or spouse) employed in the offices of the County Executive, County Attorney, Finance, Real Property Tax or who is a member of the Dutchess County Legislature or who is an auctioneer, member of his family or his employee shall be allowed to bid upon or purchase a parcel at auction.

16. **No Assignment.** The successful bidder shall have no right to assign the right to complete the purchase. Any attempted assignment shall be void and given no effect by the County.

17. **Risk of Loss Provision.** Buyer assumes risk of loss as of the date final payment is made.

18. **Right to Maintain Order and Decorum.** The auctioneer reserves the right to revoke permission to bid and remove any individual from the auction whose behavior is deemed disruptive to the safe and efficient administration of the auction.

19. **Disqualification for Failure to Execute Bid.** Any bidder including back-up bidders who refuse to execute their bid for a particular parcel, shall be prohibited from bidding for that same parcel in any subsequent round of bidding for said parcel.

I accept these Terms and Conditions of Sale:

Bidder Number

Bidder's Printed Name
Dated:

Bidder's Signature

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	1	
District 17 - Town and Village of Fishkill	Miccio*	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	3	
District 20 - Town of Red Hook	Strawinski*	4	
District 14 - Town of Wappinger	Amparo*	5	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)	6	
District 6 - Town of Poughkeepsie	Flesland (C)	7	
District 10 - City of Poughkeepsie	Jeter-Jackson	8	
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 12 - Town of East Fishkill	Metzger	9	
District 15 - Town of Wappinger	Incoronato	10	
District 22 - Towns of Beekman and Union Vale	Coviello	11	

Present: <u>12</u>	Resolution: <input checked="" type="checkbox"/>	Total : <u>11</u>	
Absent: <u>0</u>	Motion: <u> </u>	Yes	<u>1</u>
Vacant: <u>0</u>		No	
		Abstentions: <u>0</u>	

**2016198 PUBLIC AUCTION OF PROPERTIES ACQUIRED BY THE COUNTY THROUGH
IN REM PROCEDURE AND AUTHORIZATION TO EXECUTE QUITCLAIM DEEDS
CONVEYING SAID PARCELS OF REAL PROPERTY**

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present:	<u>24</u>	Resolution:	<u>✓</u>	Total:	<u>24</u>	<u>1</u>
Absent:	<u>1</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016198 PUBLIC AUCTION OF PROPERTIES ACQUIRED BY THE COUNTY THROUGH IN REM PROCEDURE AND AUTHORIZATION TO EXECUTE QUITCLAIM DEEDS CONVEYING SAID PARCELS OF REAL PROPERTY

Date: August 8, 2016

RESOLUTION NO. 2016199

RE: ACCEPT GRANT AWARD TO COUNTY CLERK
FROM STATE FARM

Legislators SAGLIANO, BORCHERT, MICCIO, BOLNER, STRAWINSKI, FLESLAND, FORMAN, HORTON, and LANDISI offer the following and moves its adoption:

WHEREAS, the County Clerk has advised that State Farm has awarded the County a Good Neighbor Citizen Company Grant to support the "Safe Driving/No-Texting Pledge Teen Driver Safety Program", and

WHEREAS, the funds from the Grant shall be used to emphasize the importance of automobile safety specifically a safe driving and no-texting policy under the auspices of the Motor Vehicle Office at the time when applicants, the age of 16 or older, apply for a learner's permit or driver's license which application must be completed in person, and

WHEREAS, it is necessary for this Legislature to authorize the acceptance of the grant and to amend the 2016 Adopted County Budget to provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive to accept the grant award from State Farm in connection with the above program, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2016 Adopted County Budget as follows:

APPROPRIATIONS - Increase

A.1410.13.4412 Grant costs \$3,000

REVENUES - Increase

A.1410.13.12550.17 Clerk Fees \$3,000

CA-109-16
CAB/kvh/G-0130-A
07/14/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

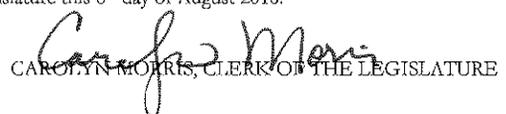
Date 8/15/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 8th day of August 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 herunto set my hand and seal of said Legislature this 8th day of August 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 \$ 3,000

Total Current Year Revenue \$ 3,000
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 \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 0
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Catherine Durland

Prepared On: 7/11/2016

Government Services and Administration Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		
District 4 - Town of Hyde Park	Black		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (VC)	<i>absent</i>	

Present: 11
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion: —

Total: 11 0
 Yes No
 Abstentions: 0

2016199 ACCEPT GRANT AWARD TO COUNTY CLERK FROM STATE FARM

Date: August 4, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present:	<u>25</u>	Resolution:	<u>✓</u>	Total :	<u>25</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016199 ACCEPT GRANT AWARD 3 TO COUNTY CLERK FROM STATE FARM

Date: August 8, 2016

Government Services & Administration
PULLED BY SPONSOR 8/3/16

RESOLUTION NO. 2016200

RE: HOME RULE REQUEST - EXTENDING POLLING HOURS FOR PRIMARY ELECTIONS

Legislators FORMAN, MICCIO, LANDISI, TRUITT, PULVER, AMPARO, STRAWINSKI, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, New York State Election Law Section 8-100 (2) establishes polling hours for a primary election and the general election, and

WHEREAS, Election Law Section 8-100 (2) states that polls shall be open for voting during the primary election “from twelve o’clock noon until nine o’clock in the evening, except in the city of New York and the counties of Nassau, Suffolk, Westchester, Rockland, Orange, Putnam and Erie, and in such city or county from six o’clock in the morning until nine o’clock in the evening....”, and

WHEREAS, it is the belief of the Dutchess County Legislature, that it is in the best interest of County residents to extend the hours for polling for primary elections consistent with other counties, served in particular by the Metro North commuter railroad, to give an opportunity to vote before commuting to work, and

WHEREAS, special home rule legislation would be required to amend the New York State Election Law to implement a change of hours for polling for primary elections in Dutchess County from twelve o’clock noon until nine o’clock in the evening to six o’clock in the morning until nine o’clock in the evening, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby request that the Legislature of the State of New York enact appropriate legislation amending Section 8-100 (2) of the New York State Election Law to provide for extending polling hours for primary elections consistent with the counties of Nassau, Suffolk, Westchester, Rockland, Orange, Putnam and Erie, and be it further

RESOLVED, that a copy of this resolutions shall be forwarded to State Senators Sue Serino and Terrence Murphy and Assemblypersons Frank Skartados, Kieran Michael Lalor, Kevin Cahill, and Didi Barrett so that those State Legislators can properly sponsor the appropriate legislation which will make the granting of this resolution herein possible.

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 8th day of August 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 8th day of August 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2016200, HOME RULE REQUEST - EXTENDING POLLING HOURS FOR PRIMARY ELECTIONS, was pulled by sponsor August 3, 2016.

RESOLUTION NO. 2016201

RE: URGING GOVERNOR CUOMO TO SIGN INTO LAW PUBLIC DEFENSE
MANDATE RELIEF ACT (S.8114/ A.10706)

Legislators BORCHERT, MICCIO, BOLNER, PULVER, SAGLIANO,
THOMES and INCORONATO offer the following and move it adoption:

WHEREAS, it is a fundamental right of all persons in the United States to have legal representation in all criminal proceedings; and in the case of *Gideon vs. Wainwright*, 372 U.S. 335, the United States Supreme Court ruled that persons who were unable to afford counsel had a constitutional right to be defended by an appointed attorney paid by the State, and

WHEREAS, the New York State Senate and Assembly have passed legislation entitled Public Defense Mandate Relief Act (S.8114/A.10706) which will require New York State to reimburse counties for expenditures made fulfilling the state's obligation to provide representation for those who cannot afford counsel beginning in 2017 and incrementally reaching 100% in 2023 and thereafter, and

WHEREAS, the Public Defense Mandate Relief Act (S.8114/A.10706) will give the Indigent Legal Service Office the authority "to adopt, promulgate, amend or rescind rules and regulations to carry out the provisions of [Executive Law 832], and

WHEREAS, the Public Defense Mandate Relief Act (S.8114/A.10706) also requires that the various counties and New York City receive an amount equal to the amount paid from the Indigent Legal Services Fund to the counties and NYC in March 2010, and

WHEREAS, New York State has previously entered into an agreement to settle the *Hurrell-Harring vs. State of New York* class action lawsuit and has begun to expend substantial amounts of State funds to create a more equitable and Constitutional system of representation in only the five settlement counties and creating an unequal system of justice in the remaining counties of the State, and

WHEREAS, by entering into such agreement and funding additional services in only the five settlement counties, the State acknowledges that it is constitutionally required to fund public defense services for mandated representation, and

WHEREAS, requiring counties to fund the State's obligation to provide public defense services imposes a significant financial burden on counties dependent on real property taxes to provide needed services; which would be remedied under the Public Defense Mandate Relief Act (S.8114/A.10706) as passed by the New York State Senate and Assembly, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby strongly urges Governor Cuomo to sign the Public Defense Mandate Relief Act (S.8114/A.10706} when it is delivered to him, fulfilling the State's obligation under *Gideon vs. Wainwright*, 372 U.S. 335, relieving the taxpayers of Dutchess County and the other counties of the State to fund this State mandate, and, be it further

RESOLVED, that a copy of this resolution be sent to Governor Andrew Cuomo, Senate Majority Leader John Flanagan, Assembly Speaker Carl Heastie, Senator Sue Serino, Senator Terrence Murphy, Assemblywoman Didi Barrett, Assemblyman Kevin Cahill, Assemblyman Kieran Lalor, Assemblyman Frank Skartados, the New York State Office of Indigent Legal Services (ILS), the New York State Defenders Association (NYSDA), the Chief Defenders Association of New York (CDANY), and the New York State Association of Counties (NYSAC).

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/15/2016

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 8th day of August 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 8th day of August 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: \$3,700,000

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Once fully implemented, S.8114/ A.10706 would provide Dutchess County 100% funding for indigent legal services saving the county approximately \$3.7M (net to county cost for 2015).

Prepared by: Jessica White, Budget Office

Government Services and Administration Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		
District 4 - Town of Hyde Park	Black	<i>absent</i>	
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

Present: 10
Absent: 2
Vacant: 0

Resolution:
Motion:

Total : 10 0
Yes **No**
Abstentions: 0

2016201 URGING GOVERNOR CUOMO TO SIGN INTO LAW PUBLIC DEFENSE MANDATE RELIEF ACT (S.8114/ A.10706)

Date: August 8, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25

Absent: 0

Vacant: 0

Resolution: ✓

Motion:

Total: 25 0

Yes No

Abstentions: 0

2016201 URGING GOVERNOR CUOMO TO SIGN INTO LAW PUBLIC DEFENSE MANDATE RELIEF ACT (S.8114/ A.10706)

Date: August 8, 2016



NYSAC

NEW YORK STATE
ASSOCIATION OF COUNTIES

540 Broadway, 5th Floor, Albany, New York 12207

Phone: (518) 465-1473

Fax: (518) 465-0506

www.nysac.org

President: Hon. William Cherry, Schoharie County

Executive Director: Stephen J. Acquario, Esq.

August 25, 2016

Ms. Carolyn Morris
Clerk of the Dutchess County Legislature
County Office Building
22 Market Street
Poughkeepsie, NY 12601

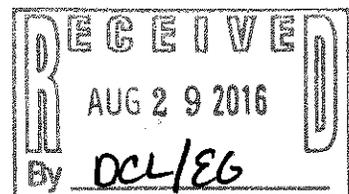
Dear Ms. Morris:

On behalf of the New York State Association of Counties (NYSAC), thank you for forwarding a copy of Dutchess County Resolution No. 2016201. Please be assured that this resolution will be reviewed by the NYSAC staff member assigned to this program area and referred to the appropriate NYSAC Standing Committee.

Should you have further questions or concerns, please feel free to contact Dave Lucas or me at (518) 465-1473.

Sincerely,

Stephen J. Acquario
Executive Director



Dutchess County Legislature



PROCLAMATION: DUTCHESS COUNTY IS A "UNIQUELY PRESIDENTIAL" COUNTY

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, among the over 3,000 counties in the United States, no other county has had a comparably unique role in presidential history as the County of Dutchess, and

WHEREAS, Dutchess County, New York is the only county in the United States to have a resident elected to the office of the president an unprecedented four times with the election of Franklin D. Roosevelt in 1932, 1936, 1940 and 1944, which can never be repeated as a result of term limits established by the XXII Amendment to the United States Constitution, and

WHEREAS, the election of 1944, which matched Democrat Franklin D. Roosevelt against Republican Thomas E. Dewey, both of Dutchess County, was the only election in United States history in which both major party nominees resided in the same county, and

WHEREAS, each of the six presidential elections between the years of 1932 and 1948 featured at least one major party nominee who resided in Dutchess County, and

WHEREAS, Dutchess County has also counted two Vice Presidents amongst its residents, Levi P. Morton, who served as the 22nd Vice President of the United States, serving from March 4, 1889 to March 4, 1893 under President Benjamin Harrison, resided in Rhinebeck, New York; and George Clinton, who served as the 4th Vice President of the United States under two different presidents, Thomas Jefferson and James Madison, owned an estate in Poughkeepsie, New York, and

WHEREAS, Dutchess County became home to the very first Presidential Library in the United States when the Franklin D. Roosevelt Presidential Library and Museum, which is celebrating its 75th Anniversary year, opened on June 30, 1941, and

WHEREAS, Dutchess County is the only county in the United States in which a first lady, Eleanor Roosevelt, had her home, Val-Kill, designated as a National Historic Site by an act of the U.S. Congress in 1977, and

WHEREAS, the unique nature of Dutchess County's presidential history cannot be matched by any other county in the United States and is "Distinctly Dutchess", now, therefore, be it

RESOLVED, that the Dutchess County Legislature does proclaim Dutchess County as a "Uniquely Presidential" County.

Resolution No. 2016202

STATE OF NEW YORK

ss:

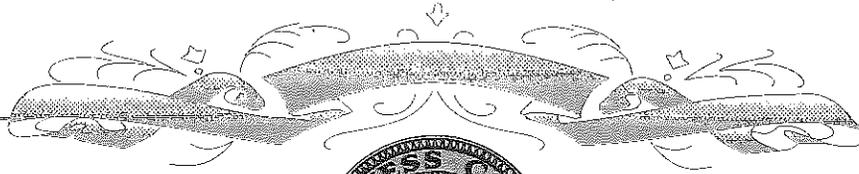
COUNTY OF DUTCHESS

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CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



COMMENDATION: EAGLE SCOUT AIDAN WELLS

Legislator Borchert offers the following and moves its adoption:

WHEREAS, Aidan Wells is a member of Boy Scout Troop 182 and has obtained the rank of Eagle Scout, which he shall receive at a Court of Honor, and

WHEREAS, Aidan Wells has demonstrated a commitment to the highest ideals of Scouting and to his community earning over 23 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Aidan Wells has held the positions of patrol leader and den chief, and

WHEREAS, Aidan's Eagle Scout Project was performed at Our Lady of Lourdes High School in Poughkeepsie, New York, where he restored an old pump house to act as a locker room and built 5 football lockers for the Varsity Football Team for which he is a member, the lockers included a space for a helmet, shoulder pads, shoes, bags, any other equipment a player may have and chairs and lights were hung and the floor and door were painted and he also added a new rock and a gravel walkway which included landscaping around the outside of the building, and

WHEREAS, Aidan participated in shopping, wrapping, and delivering Christmas gifts to the Anderson School for Autism on behalf of Our Lady of Lourdes High School, installed gutters on homes as a volunteer for Habitat for Humanity, and has been employed with Orvis Sandanona in Millbrook, NY since June 2015, and

WHEREAS, Aidan is a 2016 graduate of Our Lady of Lourdes High School where he was a member of the junior varsity football team for 2 years followed by 2 years on the varsity football team and also was a member of the varsity wrestling team for 3 years where he lettered in both sports and received the "The Will to Win" award for wrestling in 2015, this fall he will attend Roger Williams University and major in mechanical engineering, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Aidan Wells, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Aidan Wells, its best wishes in all of his future endeavors.

Resolution No. 2016203

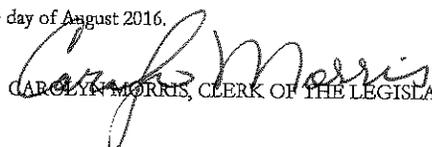
STATE OF NEW YORK

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COUNTY OF DUTCHESS

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CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Legislator Sagliano, duly seconded by Legislator Bolner and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Carol Madrid, City of Poughkeepsie, spoke in favor of funding for youth programs.

Constantine Kazolias, 47 Noxon Street, Poughkeepsie, spoke in favor of funding for youth programs and in favor of a city skate park. He also spoke in opposition to the county taking over the city water.

No one else wishing to speak, on motion by Legislator Miccio, duly seconded by Legislator Bolner and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 7:55 p.m.