

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo	✓		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	✓		
District 1 - Town of Poughkeepsie	Doxsey	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 18 - City of Beacon	Forman	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 22 - Town of Beekman	Hutchings	✓		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey	✓		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery	✓		
District 17 - Town and Village of Fishkill	Miccio	✓		
District 7 - Town of Hyde Park	Perkins	✓		
District 8 - City and Town of Poughkeepsie	Rolison	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 4 - Town of Hyde Park	Serino	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes	✓		
District 20 - Town of Red Hook	Traudt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 12 - Town of East Fishkill	Weiss	✓		
District 9 - City of Poughkeepsie	White	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson	✓		
Present:	25	Total:	25	0
Absent:	0			
Vacant:	0			

Date: 1/23/12

Regular Meeting
of the
Dutchess County Legislature

Monday, January 23, 2012

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

Roll Call by the Clerk of the Legislature

PRESENT: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

ABSENT: 0

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag, invocation by Deacon Mark O'Sullivan of Regina Coeli Roman Catholic Church in Hyde Park, followed by a moment of silent meditation.

Commendations and Proclamations

Commendation: Stanford Grange #808 – Honored as
“Distinguished Grange”

Commendation: Celebrating the Career of Dutchess County Mental
Hygiene Division Chief Frank DiSiervo at the time of his
retirement.

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 Rolison entertained a motion to approve the January 3 minutes.
The January 3, 2012 minutes were adopted.

COMMUNICATIONS RECEIVED FOR THE JANUARY, 2012 BOARD MEETING

RECEIVED from Town of LaGrange, notice of Public Hearing on January 11, 2012 on proposed local law entitled, "A Local Law of the Town of LaGrange, Dutchess County, New York, to Amending Chapter 240, "Zoning", of the LaGrange Town Code to add a New Section 2340-70A regarding Drive-Through Service Facilities."

RECEIVED from New York State Fish and Wildlife Management Board, a copy of the minutes of the FWMA Board meeting – Region 3 for December 21, 2011.

RECEIVED: Memo from Budget Director Sommerville, Contingency Account Status as of January 19 reflecting balance of \$1,500,000.

RESOLUTION NO. 2012009

RE: AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE VILLAGE OF MILLBROOK FOR SANITARY SEWER SERVICE AND TREATMENT FOR THE EASTERN DUTCHESS GOVERNMENT CENTER

LEGISLATORS HUTCHINGS, BORCHERT, and FLESLAND offer the following and move its adoption:

WHEREAS, this Legislature authorized an agreement between the County of Dutchess and the Village of Millbrook entitled "Agreement for Providing Sanitary Sewer Service and Treatment for the Dutchess County Infirmary" in Resolution Number 382-1990, which agreement expired on June 20, 2011 and

WHEREAS, this agreement was extended by Resolutions Nos. 201186 and 2011304, and

WHEREAS, the Village of Millbrook and the County of Dutchess have negotiated a new long term agreement entitled "Sewer and Water Intermunicipal Agreement", for a term commencing on February 2012 through January 31, 2017, with options to extend, to provide treatment of wastewater from the County's Eastern Dutchess Government Center, a copy of which is annexed hereto, now therefore, be it

RESOLVED, that the agreement between the Village of Millbrook and the County of Dutchess is hereby approved and the County Executive is hereby authorized and empowered to execute said Agreement in substantially the same form as annexed hereto.

CA-11-12
CAB/ca/C-8378
1/10/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.

Carolyn Morris
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 \$ 22,000

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):
A1620.4240

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Roman Yasjejko, ext. 2121

SEWER AND WATER INTERMUNICIPAL AGREEMENT

This document was prepared by funds provided by the New York State Department of State under the Local Government Efficiency Grant Program

This Agreement, effective as of the 1st day of February, 2012, by and between the Village of Millbrook, a municipal corporation of the State of New York, with offices at Village Hall, 35 Merritt Avenue, P.O. Box 349, Millbrook, New York 12545 (hereinafter referred to as the "Village") and the County of Dutchess, a municipal corporation of the State of New York, with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"). "Village" and "County" may also each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH :

WHEREAS, the Village and County are parties to a contract dated February 28, 1991 (the "1991 Contract"), which provides for construction of facilities required to connect the sanitary sewers of a County building located at 131 County House Road, Town of Washington, State of New York 12545 (the "Eastern Dutchess Government Center") to the Village's sanitary sewer system and wastewater treatment facility (the "Village Wastewater Treatment Plant") for disposing and treating sanitary sewage produced from the Eastern Dutchess Government Center; and

WHEREAS, the term of the 1991 Contract commenced on June 20, 1991 and terminated on June 19, 2011; and

WHEREAS, the County and Village entered into an Extension to Sewer Services Agreement effective June 20, 2011 through December 19, 2011; and

WHEREAS, the County and Village entered into a Second Extension to Sewer Services Agreement effective December 20, 2011 through January 31, 2012; and

WHEREAS, the County desires to continue to utilize the Village's sanitary sewer system and Wastewater Treatment Plant; and

WHEREAS, the Village Treatment Plant has the capacity to continue to treat wastewater from the Eastern Dutchess Government Center based upon its current usage; and

WHEREAS, the Village Code § 180-53 requires that any users of the Village's Wastewater Treatment Plant that are located outside of the Village shall enter into a contract with the Village; and

WHEREAS, the Village agrees to accept and treat the Eastern Dutchess Government Center's sanitary sewage upon the terms and conditions set forth herein; and

WHEREAS, the County also utilizes the Village's water system and desires to continue use of the Village's water system; and

WHEREAS, the Village shall continue to provide water and sewer services to the County upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. Term.

A. Initial Term. The term of this Agreement shall commence on February 1, 2012 (“Effective Date”) and shall continue for an initial period of five (5) years (“Initial Term”), unless earlier terminated as set forth in this Agreement.

B. Renewal Terms. This Agreement may be renewed for three (3) additional five (5) year terms upon the mutual written agreement of the Parties (each, a “Renewal Term”). In the event either Party does not desire to renew this Agreement, such Party shall notify the other Party at least ninety (90) days prior to the expiration of the Term. The Initial Term and any and all Renewal Terms shall be collectively referred to herein as the “Term.”

2. Sewer and Water Usage and Charges.

A. Current Sewer and Water Usage. The County is authorized to use the Village’s water system, sanitary sewer system and Village Wastewater Treatment Plant based on its current usage, which is for one 23,130 square foot office building. Any use of the water system, sanitary sewer system or Village Wastewater Treatment Plant by additional buildings on the County’s property is prohibited without the prior written consent of the Village, which consent is in the sole discretion of the Village. Prohibited use of the Village’s water system, sanitary sewer system or Wastewater Treatment Plant shall subject the County to the cessation of service by the Village and termination of this Agreement by the Village.

B. Sewer and Water Consumption Rates and Payment. Section 180-4(A) of the Village Code states that the “water and sewer rates for customers of the Village water supply system and/or the Village public sewer system shall be set forth on the prevailing fee schedule adopted by resolution of the Village Board of Trustees and as such schedule is modified from time to time by resolution of the Village Board of Trustees.” The rates for the 2011/2012 fiscal year are \$6.42 for users of the water system outside of the Village limits and \$6.54 for users of the sewer system whether inside or outside of the Village limits. The water and sewer rates are subject to change each fiscal year. The Village and County hereby agree that the County shall be subject to any changes in the water and sewer rates throughout the Term of this Agreement and that amendments to this Agreement are not required in order for the County to be bound by a change in water or sewer rates. Users of the Village’s water and sewer systems are billed on a quarterly basis. All payments for water and sewer consumption shall be made to the Village within thirty (30) days of the date of the Village’s invoice. The late charge for unpaid amounts on water and sewer bills shall be 10% of the unpaid amount for the first thirty (30) days past due and 1.27% per month thereafter, on such outstanding unpaid amount sixty (60) days past due or greater (Village Code § 180-4(B)). If any part of the water and sewer bill remains unpaid at the end of sixty (60)

days from the date of the Village's invoice, the water and sewer services may be turned off. Service shall not be restored until payment of all delinquent charges and penalties have been paid together with a service charge in an amount set forth on the prevailing fee schedule adopted by resolution of the Village Board of Trustees as such schedule is modified from time to time by resolution of the Village Board of Trustees (Village Code § 180-6(B)). The County shall reimburse the Village for all costs and reasonable attorneys' fees incurred in its efforts to collect unpaid water and sewer bills and any penalties and service charges associated with such delinquent amounts.

C. Sewer Maximum Flow and Strength. The maximum flow of sanitary sewage from the Eastern Dutchess Government Center shall not exceed 1,100 gallons of water per day. These maximum levels are based on the current usage of the 23,130 square foot Eastern Dutchess Government Center as an office building. Any increase in usage beyond these levels without the prior written consent of the Village shall subject the County to the charges and penalties set forth in Section 2D, the possibility of the Eastern Dutchess Government Center's service being shut off and termination of this Agreement by the Village.

D. Charges and Penalties for Exceeding Limits. If the maximum flow or the strength exceeds the agreed to limits set forth in Section 2C, the Village may assess surcharges as it deems appropriate to cover the cost of treating the excess flows and for any damages it may incur as a result of either the quality or quantity of the flows, or both. Such damages may also include penalties and/ or fines imposed by regulatory agencies.

E. Cessation of Sewer and/or Water Services. Any cessation of sewer and/or water services by the Village shall be done in accordance with the Village's policies and procedures on cessation of these services, as may be amended from time to time.

3. Sewer Rent.

A. Sewer Rent. The Village has established a scale of rents known as "sewer rents," the revenues from which are used for financing and maintaining sewage collection and treatment facilities. Sewer rents are charged to owners of properties receiving sewer services from the public sewer system of the Village whether such properties are located within or without the corporate limits of the Village. The sewer rent for properties located outside of the corporate limits of the Village shall be charged and shall be obligated to pay an amount equal to the sewer rents that would have been levied against the real property if it had been located within the Village (Village Code § 180-52). The sewer rental charge is on an ad valorem basis (per \$1,000 of assessed value).

B. Payment of Sewer Rent Charges. The amount of the sewer rent due each quarter shall be added to the regular water bill and all sewer rents shall be due and payable at the same time water bills are due and payable (Village Code § 180-53).

C. Pump Station.

i. Energy Costs. The pump station that services the Eastern Dutchess Government Center is located on the County's property (the "Pump Station"). The

County, as the only user of the Pump Station, shall pay all energy costs associated with the operation of the Pump Station for the Eastern Dutchess Government Center.

ii. Repairs & Replacement. The County shall pay for any and all costs associated with the repair, general maintenance or upgrades to the pumps and other related equipment located in the Pump Station, regardless of the reasons for any repairs or upgrades. The County may not upgrade or replace any of the pumps or other related equipment in the Pump Station without the consultation and prior written consent of the Village. In the event an emergency repair is necessary and contacting the Village is not commercially reasonable given the nature of the emergency, the County may make the necessary repair(s) without the prior written approval of the Village. In any such emergency situation, the County shall notify the Village of the nature of the emergency and the repair(s) performed as soon as possible after the emergency.

iii. Emergency Power. At such time as any pumps, or other related equipment, are in need of replacement or an upgrade, the County shall simultaneously install an emergency generator for the Pump Station. The County shall notify the Village of the need for any replacement or upgrade to the pumps or other equipment. The Village shall review and approve any plans and specifications for the replacement or upgrade of any pumps, or other equipment in the Pump Station, as well as the plans and specifications for the installation of an emergency generator.

4. County Obligations.

A. Inspections. The County shall allow duly authorized employees and representatives of the Village access on its property for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of Village Code, Chapter 180, Article II, *Sanitary Sewers*.

B. Easements. The County shall allow duly authorized employees and representatives of the Village access on those portions of its property upon which the Village holds easements for purposes including but not limited to inspection, observation, measurement, sampling, repair, replacement, improvement and maintenance of any portion of the sewage works lying within any such easements. All entry and subsequent work, if any, on said easements shall be done in full accordance with the terms of the duly negotiated easements.

C. Discharges. The County shall not discharge or cause to be discharged into the Village Wastewater Treatment Plant any of the waters or wastes set forth in Village Code § 180-35. In addition, the County shall not discharge or cause to be discharged any substances, materials, waters or wastes set forth in Village Code § 180-36, which appear likely in the opinion of the Plumbing Inspector to be a potential harm to either the sewers, sewage treatment process or equipment, could have an adverse effect on the receiving stream or could otherwise endanger life, limb, public property or constitute a nuisance.

D. Village Law. The County shall abide by any and all other applicable provisions contained in the Village Code Chapter 180, Articles I and II not otherwise referenced in this Agreement.

5. Representations and Warranties.

A. County. The County makes the following representations and warranties as of the date of signing this Agreement: (i) the execution, delivery and performance by the County of this Agreement does not (1) violate any law, order, writ, judgment, injunction, decree, determination or award, or (2) conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting the County; (ii) County is not in violation of any law, order, writ, judgment, injunction, decree, determination or award or in breach of any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which would materially impact County's ability to perform under this Agreement; and (iii) this Agreement is valid and binding upon, and enforceable against, the County in accordance with its terms.

B. Village. The Village makes the following representations and warranties as of the date of signing this Agreement: (i) the execution, delivery and performance by the Village of this Agreement does not (1) violate any law, order, writ, judgment, injunction, decree, determination or award, or (2) conflict with or result in the breach of, or constitute a default under, any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument binding on or affecting the Village; (ii) Village is not in violation of any law, order, writ, judgment, injunction, decree, determination or award or in breach of any contract, loan agreement, indenture, mortgage, deed of trust, lease or other instrument, the violation or breach of which would materially impact Village's ability to perform under this Agreement; and (iii) this Agreement is valid and binding upon, and enforceable against, the Village in accordance with its terms.

6. No Assignment. The right of the County to utilize the water system, sanitary sewer system and Village Wastewater Treatment Plant pursuant to this Agreement is specific to the County. This Agreement may not be assigned, sub-licensed, or otherwise transferred by any act of the County, or by operation of law, unless consent is given by the Village in writing, at its sole discretion. The County is not authorized to allow any neighboring property owner, or other third party of any kind, to connect to, or otherwise utilize in any manner, the sewer and water pipes, pump station or any other equipment related to the sewer and water systems located on the County's property.

7. Indemnification. County agrees to indemnify and hold harmless the Village, its employees and agents ("Indemnified Parties") from and against any and all claims, causes of action, damages, losses, liabilities, suits, costs and expenses, including without limitation, reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use of the Village's sanitary sewer system or Wastewater Treatment Plant, or other breach of this Agreement by the County or any subcontractor, agent, employee or person under the County's control. This provision shall survive the termination or expiration of this Agreement.

8. Entire Agreement. This Agreement cancels and supersedes any and all prior agreements and understandings, whether written or oral, if any, between the Parties hereto regarding the subject hereof and constitutes the complete understanding between the Parties thereto. No statement, representation, warranty or other covenant has been made by either Party with respect hereto except as expressly set forth herein.

9. Amendments. No amendment to this Agreement shall be effective unless made in a writing, duly executed by the parties and specifically referring to each provision of this Agreement being amended.

10. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of New York without regard to principles of conflict of laws.

11. Jurisdiction and Venue. Any and all court proceedings related to the subject matter hereof shall be maintained in the New York Supreme Court for the County of Dutchess or the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction for such purpose. This provision shall survive the termination or expiration of this Agreement.

12. Severability. If any provision of this Agreement or any part hereof is held invalid, unlawful or incapable of being enforced by reason of any rule, law, equity or public policy, all conditions and provisions of this Agreement which can be given effect without such invalid, unlawful or unenforceable provision, shall nevertheless remain in full force and effect provided the original intent of the Parties is maintained.

13. No Waiver. No delay or omission by a Party in the exercise of any right, power or remedy provided for herein shall impair any such right, power or remedy or be construed as a waiver of or acquiescence by the Party of any breach or default affecting such right, power or remedy.

14. Notice. All notices or other communications to be made, given or furnished pursuant to or under this Agreement (each, a "Notice") shall be in writing and shall be deemed given or furnished if addressed to the Party intended to receive the same at the address of such Party as set forth below (i) upon receipt when personally delivered; or (ii) one (1) business day after the date of delivery of such Notice to a nationwide, reputable commercial courier service specifying next day delivery.

If to the Village: Village Hall
Millbrook, New York 12545
Attn: Mayor

A copy of any such notice shall be sent simultaneously by same means to:

Iseman, Cunningham, Riester & Hyde, LLP
2649 South Road, Suite 100
Poughkeepsie, New York 12601
Attn: Joshua E. Mackey, Esq.

If to the County: Department of Public Works
22 Market Street
Poughkeepsie, New York 12601
Attn: Buildings Administrator

A copy of any such notice shall be sent simultaneously by same means to:

Dutchess County Attorneys' Office
22 Market Street
Poughkeepsie, New York 12601

Any Party may change the address to which any Notice is to be delivered to any other address within the United States of America by furnishing written Notice of such change at least fifteen (15) days prior to the effective date of such change to the other Party in the manner set forth above, but no such Notice of change shall be effective unless and until received by the other Party. Rejection or refusal to accept, or inability to deliver because of changed address or because no Notice of changed address was given, shall be deemed to be receipt of any such Notice. With the exception of change of address, any Notice to an entity shall be deemed to be given on the date specified in this paragraph, without regard to when such Notice is delivered by the entity to the individual to whose attention it is directed and without regard to the fact that proper delivery may be refused by someone other than the individual to whose attention it is directed. If a Notice is received by an entity, the fact that the individual to whose attention it is directed is no longer at such address or associated with such entity shall not affect the effectiveness of such Notice. Notices may be given on behalf of any Party by such Party's attorneys.

15. Construction. As used in this Agreement, either gender shall be construed as including the other gender, and the singular shall be construed as including the plural and the plural the singular, as the sense requires. Any capitalized terms not defined herein shall have the meaning set forth in the Village Code.

16. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. Undertaking and Further Assurances. The Parties all agree that they will undertake to do any act or sign any document that may be reasonably necessary to carry out the intentions of the Parties to this Agreement.

18. Signatures, Counterparts. This Agreement may be executed in counterparts each of which shall be taken to be an original and all such counterparts taken together shall constitute one and the same agreement. A faxed signature shall have the same force and effect as an original signature in the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth next to the Parties' signatures.

COUNTY OF DUTCHESS

By: _____

Name:

Title:

Date:

VILLAGE OF MILLBROOK

By: _____

Name:

Title:

Date:

October 9, 1990

(RA) Nora Palmer-Gould
182 Hunns Lake Road
Stanfordville, NY 12581
Member at Large
7/1/90-6/30/92

(NA) Pam Sackett
c/o Task Force for Child
Protection
53 Academy Street
Poughkeepsie, NY 12601
Task Force for
Child Protection
7/1/90-6/30/92

(NA) Rosemary, Turricht, CSW
50 N. Hamilton Street
Poughkeepsie, NY 12601
Family Services of
Dutchess County
7/1/90-6/30/92

Roll call vote on the foregoing resolution (#381) resulted as follows:

Ayes: 34

Nays: 0

Absent: 1—Lawlor, M.

Resolution adopted.

RESOLUTION NO. 382—1990

RE: Authorizing Agreement with the Village of Millbrook for Sewer Line Hook-Up for the Dutchess County Infirmmary

The Planning & Capital Projects Committee offers the following and moves its adoption:

WHEREAS, the Department of Public Works has developed a plan for the County to install a pump station and sewer line to connect the Dutchess County Infirmmary (Infirmmary) to the sewage system of the Village of Millbrook (Village), and

WHEREAS, the County must install a line and pump station from the Infirmmary on Oak Summit Road in the Town of Washington to the nearest Village sewer transmission line on Route 82 to the north, and

WHEREAS, the Village has agreed to process the sewage effluent discharged by the Infirmmary in the Village treatment plant, and

WHEREAS, this Legislature has before it a proposed agreement between the County and the Village, the terms of which provide for hook-up to the Village system, transfer of the County lines and pump station to the Village and the rates and fees to be charged therefor, now, therefore, be it

RESOLVED, that the agreement between the Village of Millbrook and the County of Dutchess is hereby approved and the County Executive is hereby authorized and empowered to execute said agreement on behalf of the Village in substantially the form attached hereto.

cal Impact: See attached statement

October 9, 1990

DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

Engineering Division
MEMORANDUM

To: Ian Mac Donald
From: Joseph W. Grogan
Date: September 24, 1990

RE: Millbrook Infirmmary, Sanitary Sewer Connection

The **ESTIMATED** costs to the County, payable to the Village of Millbrook, per the impending agreement for Sanitary Sewer Service for the County Infirmmary are:

- (a) Sewer Rental Charges, \$3.00 per 1,000 gallons. Projected flows are 12,000 G.P.D. Quarterly Costs: \$3.00 x 12 x 90 = \$3,240.
- (b) Capital Cost. This is based on the Assessed value of the Infirmmary which is \$2,373,000. The rate is \$3.65 per thousand annually, \$3.65 x 2,373 = \$8,661.
- (c) Electrical Cost for the Pump Station, \$900 annually.

Paragraph b and d above are dependent on actual meter readings of water usage. These numbers are not yet available because the meter was installed last week and readings will be sometime in coming.

The County has no alternative to connecting the Infirmmary to the Village Treatment Plant. The Health Department would not approve repairs being made to the present Sand Filter System when a municipal treatment system is available.

**AGREEMENT
FOR**

PROVIDING SANITARY SEWER SERVICE AND

TREATMENT FOR THE DUTCHESS COUNTY INFIRMARY

THIS AGREEMENT, entered into this _____ of _____ 1990 by and between the Village of Millbrook, a municipal corporation of the State of New York hereinafter referred to as the "VILLAGE" and Dutchess County, New York hereinafter referred to as the "COUNTY."

WITNESSETH THAT

WHEREAS, the Dutchess County Infirmmary desires to utilize the Village's sanitary sewer system and wastewater treatment facilities for disposing and treating of its sanitary sewage; and

WHEREAS, the Village Wastewater Treatment Plant has the capacity to adequately treat all of the wastewater projected to be generated by Village residents over its design life; and

WHEREAS, the Village Wastewater Treatment Plant has the capacity to treat wastewater from the Dutchess County Infirmmary, and

Public Works and Capital Projects

RESOLUTION NO. 2011186

RE: SIX MONTH EXTENSION OF THE AGREEMENT BETWEEN
THE COUNTY OF DUTCHESS AND THE VILLAGE OF
MILLBROOK FOR SANITARY SEWER SERVICE AND
TREATMENT FOR THE EASTERN DUTCHESS
GOVERNMENT CENTER

Legislators ROLISON, FLESLAND, and KELSEY offer the following and move its adoption:

WHEREAS, this Legislature authorized an agreement between the County of Dutchess and the Village of Millbrook entitled "Agreement for Providing Sanitary Sewer Service and Treatment for the Dutchess County Infirmmary" in Resolution Number 382-1990, and

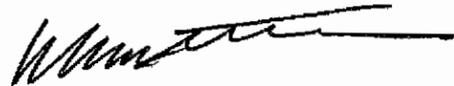
WHEREAS, said agreement expires on or about June 20, 2011, and

WHEREAS, the Village of Millbrook and the County of Dutchess need time to negotiate a new long term agreement, and

WHEREAS, an extension agreement to the existing agreement for a period of six (6) months has been presented to the County of Dutchess, a copy of which is annexed hereto, now therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute the Extension to Sewer Services Agreement in substantially the same form as annexed hereto:

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

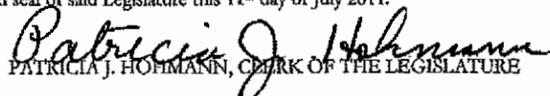
CA-82-11
CAB/ca/C-8378
6/15/11
Fiscal Impact: See attached statement

Date July 14, 2011

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 11th day of July 2011, 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 11th day of July 2011.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

EXTENSION TO SEWER SERVICES AGREEMENT

AGREEMENT, made this ____ day of July, 2011 between the VILLAGE OF MILLBROOK, a municipal corporation, with an address at Village Hall, 35 Merritt Avenue, P.O. Box 349, Millbrook, New York 12545, hereinafter referred to as "Village" and the County of Dutchess, a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York 12601, hereinafter referred to as "County." "Village" and "County" may also each be referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Village and County are parties to a contract dated February 28, 1991 (the "1991 Contract"), which provides for construction of facilities required to connect the sanitary sewers of a County building located on County House Road, Millbrook, New York (the "County Building") to the Village's sanitary sewer system and wastewater treatment facility for disposing and treating sanitary sewage produced from the County Building; and

WHEREAS, the term of the 1991 Contract commenced on June 20, 1991 and terminates on June 19, 2011; and

WHEREAS, the Village and County intend to enter into a new long term Contract for water and sewer services to the County Building but have not done so to date; and

WHEREAS, the Village and County desire to extend the 1991 Contract upon the same terms and conditions for six (6) months (the "Extension Agreement") while the new Contract is being developed; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is mutually agreed that the 1991 Contract shall be extended as follows:

1. Recitals. The recitals above are hereby incorporated as though more fully set forth herein.
2. Extension Term. The term of the 1991 Contract shall be extended and terminate on December 19, 2011 (the "Extended Term").
3. Counterparts. This Extension Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Extension Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart.
4. Ratification. The terms and provisions set forth in this Extension Agreement shall modify and supersede all inconsistent terms and provisions set forth in the 1991 Contract and except as expressly modified and superseded by this Extension Agreement, the terms and provisions of the 1991 Contract are ratified, confirmed and restated in all respects and shall continue in full force and effect.

RESOLUTION NO. 2011304

RE: SIX WEEK EXTENSION OF THE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE VILLAGE OF MILLBROOK FOR SANITARY SEWER SERVICE AND TREATMENT FOR THE EASTERN DUTCHESS GOVERNMENT CENTER

LEGISLATORS MICCIO and KELSEY offers the following and moves its adoption:

WHEREAS, this Legislature authorized an agreement between the County of Dutchess and the Village of Millbrook entitled "Agreement for Providing Sanitary Sewer Service and Treatment for the Dutchess County Infirmary" in Resolution Number 382-1990, and

WHEREAS, said agreement expired on June 20, 2011 and by Resolution No. 2011186 was extended for six months through December 19, 2011, and

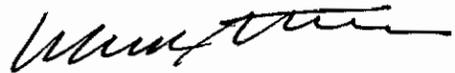
WHEREAS, the Village of Millbrook and the County of Dutchess need additional time to finalized, authorize and execute a new long term agreement, and

WHEREAS, a second extension to the existing agreement for a period of six (6) weeks through January 31, 2012 has been presented to the County of Dutchess, a copy of which is annexed hereto, now therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute the Second Extension to Sewer Services Agreement in substantially the same form as annexed hereto.

CA-185-11
CAB/ca/C-8378
11/9/11

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

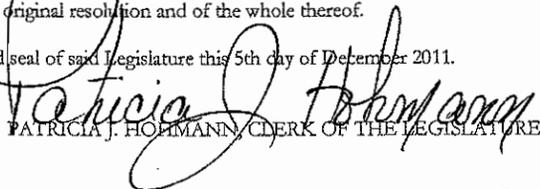
Date December 15, 2011

Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 5th day of December 2011, 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 5th day of December 2011.


PATRICIA J. HOLMANN, CLERK OF THE LEGISLATURE

SECOND EXTENSION TO SEWER SERVICES AGREEMENT

AGREEMENT, effective as of December 19, 2011 between the VILLAGE OF MILLBROOK, a municipal corporation, with an address at Village Hall, 35 Merritt Avenue, P.O. Box 349, Millbrook, New York 12545, hereinafter referred to as "Village" and the COUNTY OF DUTCHESS, a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York 12601, hereinafter referred to as "County." "Village" and "County" may also each be referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Village and County are parties to a contract dated February 28, 1991 (the "1991 Contract"), which provides for construction of facilities required to connect the sanitary sewers of a County building located on County House Road, Millbrook, New York (the "County Building") to the Village's sanitary sewer system and wastewater treatment facility for disposing and treating sanitary sewage produced from the County Building; and

WHEREAS, the term of the 1991 Contract commenced on June 20, 1991 and terminated on June 19, 2011 (the "Agreement"); and

WHEREAS, the 1991 Contract was extended upon the same terms and conditions and expires on December 19, 2011 (the "Extension Agreement"); and

WHEREAS, the Village and County intend to enter into a new long term Contract for water and sewer services to the County Building but require additional time to finalize a new Contract; and

WHEREAS, the Village and County desire to extend the 1991 Contract upon the same terms and conditions through January 31, 2012 (the "Second Extension Agreement") so that the new Contract can be finalized, authorized and executed.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is mutually agreed that the 1991 Contract shall be further extended as follows:

1. Recitals. The recitals above are hereby incorporated as though more fully set forth herein.
2. Extension Term. The term of the 1991 Contract shall be extended through January 31, 2012 (the "Extended Term").
3. Counterparts. This Extension Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Extension Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart.
4. Ratification. The terms and provisions set forth in this Extension Agreement shall modify and supersede all inconsistent terms and provisions set forth in the 1991 Contract and except as expressly

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2012009 AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF
 DUTCHESS AND THE VILLAGE OF MILLBROOK FOR
 SANITARY SEWER SERVICE AND TREATMENT FOR THE
 EASTERN DUTCHESS GOVERNMENT CENTER

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 25 0
 Yes No
 Abstentions: 0

2012009 AUTHORIZING AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE VILLAGE OF MILLBROOK FOR SANITARY SEWER SERVICE AND TREATMENT FOR THE EASTERN DUTCHESS GOVERNMENT CENTER

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012009 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012010

RE: AUTHORIZING GRANT AGREEMENTS WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING FUNDS FOR FTA SECTION 5307 FUNDS FOR 2012

LEGISLATORS HUTCHINGS, BORCHERT, FLESLAND, and DOXSEY offer the following and move its adoption:

WHEREAS, a Resolution to authorize the filing of grant applications with the Federal Transit Administration for capital and operating assistance under the Urban Mass Transportation Act of 1964, as amended, is being submitted concurrently with this resolution, and

WHEREAS, the State matching portion of these grants is \$142,305 of which \$127,220 will be for preventive maintenance and \$15,085 will be for program administration, and

WHEREAS, the Commissioner of Planning and Development will be advised that the Federal Transit Administration will grant funds to Dutchess County under Section 5307 to fund Operating Assistance, Project Administration and Preventive Maintenance activities, and

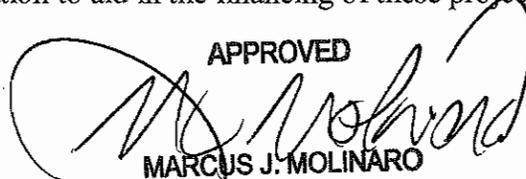
WHEREAS, State Mass Transportation Capital Aid is available to fund projects approved by the Commissioner of Transportation, and

WHEREAS, Dutchess County desires to advance the projects by making a commitment of advance funding of the non-local share and funding of the full local share of the costs associated with these projects, now, therefore, be it

RESOLVED, that the County Executive be and he is hereby authorized to execute any necessary agreements arising from such applications on behalf of Dutchess County with the New York State Department of Transportation to aid in the financing of these projects.

CA-09-12
CR/ADR/ca/C-5195
1/5/12
Fiscal Impact: See attached statement
STATE OF NEW YORK

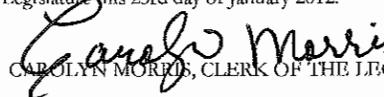
ss:
COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/22/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


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

New York State Department of Transportation matching funds.

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:

This resolution authorizes the County Executive or his designee to submit applications, sign agreements, and accept funds totaling \$142,305 in NYS DOT matching funds. \$127,220 will be accepted for preventive maintenance, and \$15,085 will be accepted for operating assistance. This revenue is already included in the 2012 budget in accounts ET.5680.35890.02, ET.5680.35890.03 respectively.

Prepared by: Cynthia Ruiz, Transit Administrator

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		

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

2012010 AUTHORIZING GRANT AGREEMENTS WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING FUNDS FOR FTA SECTION 5307 FUNDS FOR 2012

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

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

2012010 AUTHORIZING GRANT AGREEMENTS WITH THE NEW
 YORK STATE DEPARTMENT OF TRANSPORTATION FOR
 MATCHING FUNDS FOR FTA SECTION 5307 FUNDS FOR
 2012

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012010 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012011

RE: AUTHORIZING FILING OF SECTION 5307 GRANT APPLICATIONS
FOR FEDERAL FISCAL YEAR 2012 WITH THE FEDERAL TRANSIT
ADMINISTRATION

Legislators HUTCHINGS, BORCHERT, and FLESLAND offer the following and move its adoption:

WHEREAS, the Federal Transit Administration is authorized to make grants for mass transportation projects, and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provision by it of the local share of project costs, and

WHEREAS, the Federal Transit Administration requires, in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Federal Transit Administration requirements thereunder, and

WHEREAS, it is the goal of the applicant that minority business enterprises be utilized according to the goals of the Disadvantaged Business Enterprises (DBE) Program in connection with this project and that definite procedures be established and administered to ensure that minority businesses have the maximum feasible opportunity to compete for contracts when procuring contracts for construction, supplies, equipment or consultant and other services, and

WHEREAS, a grant application will be filed with the Federal Transit Administration in the amount of \$1,444,975 for capital assistance under Section 5307 of which \$1,017,755 will be for Dutchess County Mass Transit preventive maintenance, \$300,000 will be for operating assistance, and \$120,679 will be for project administration, now, therefore, be it

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute and file applications with the Federal Transit Administration for Section 5307 Capital project funds under the Urban Mass Transportation Act of 1964, as amended and to furnish such additional information as the Federal Transit Administration may require in connection with the applications, and be it further

RESOLVED, that the County Executive or his designee be and is hereby authorized to execute such grant agreements arising from such applications on behalf of Dutchess County with the Federal Transit Administration to aid in the financing of these projects pursuant to Section 5307 of the Urban Mass Transportation Act of 1964, as amended, and be it further

RESOLVED, that the County Executive or his designee be and is hereby authorized to set forth and execute affirmative action minority business policies in connection with the project's procurement needs, and be it further

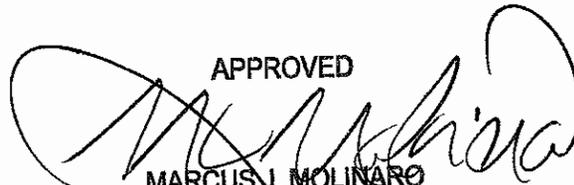
RESOLVED, that the County Executive or his designee be and is hereby authorized to receive on behalf of the County, financial assistance for capital projects pursuant to Section 5307 of the Urban Mass Transportation Act of 1964, as amended.

CA-08-12

CR/ADR/ca/C-4097

1/5/12

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


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

Federal Transit Administration

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:

This resolution authorizes the County Executive or his designee to submit applications, sign agreements, and accept funds totaling \$1,444,975 in section 5307 Federal Transit Administration funds. \$1,017,755 will be accepted for preventive maintenance, \$300,000 will be accepted for operating assistance, and \$120,679 will be accepted for project administration. This revenue is already included in the 2012 budget in accounts ET.5680.45890.05, ET.5680.45890.11, and ET.5680.45890.06 respectively.

Prepared by: Cynthia Ruiz, Transit Administrator

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		
Present:	<u>12</u>	Resolution: <input checked="" type="checkbox"/>	Total : <u>12</u>
Absent:	<u>0</u>	Motion: <input type="checkbox"/>	Yes <u>0</u>
Vacant:	<u>0</u>		No <u>0</u>
			Abstentions: <u>0</u>

2012011 AUTHORIZING FILING OF SECTION 5307 GRANT
APPLICATIONS FOR FEDERAL FISCAL YEAR 2012 WITH
THE FEDERAL TRANSIT ADMINISTRATION

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

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

2012011 AUTHORIZING FILING OF SECTION 5307 GRANT APPLICATIONS FOR FEDERAL FISCAL YEAR 2012 WITH THE FEDERAL TRANSIT ADMINISTRATION

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012011 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012012

RE: AUTHORIZING EXECUTION OF "MODEL" INTERMUNICIPAL AGREEMENT FOR MUNICIPALITIES THAT WANT TO ERECT BUS STOP SIGNS, BUS STOP SHELTERS OR OTHER AMENITIES AT BUS STOPS THROUGHOUT DUTCHESS COUNTY

Legislators HUTCHINGS, BORCHERT, and FLESLAND offer the following and move its adoption:

WHEREAS, the County presently operates a public transit system, consisting of, among other things, fixed routes throughout Dutchess County; and

WHEREAS, from time to time the County acquires bus stop signs, free standing bus shelters and other amenities of various types with Federal Transit Administration (FTA), New York State and County funds which it is willing to make available to municipalities which are willing to erect, maintain, and insure them at their expense; and

WHEREAS, bus stop signs, shelters and other amenities at bus stops throughout the County will enhance public transportation service and improve passenger safety and convenience; and

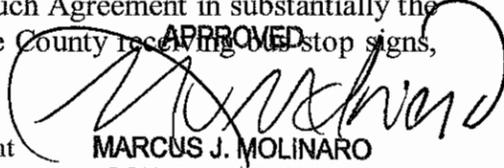
WHEREAS, various municipalities throughout the County want to install bus stop signs, shelters and other amenities at bus stop locations throughout the County; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipalities of the State of New York to enter into Intermunicipal Agreements for the performance of cooperative activities; and

WHEREAS, the Intermunicipal Agreement attached hereto would require municipalities receiving bus stop signs, shelters or other amenities to agree to, among other things, erect, maintain, and insure them throughout their useful life at their own expense; now therefore be it

RESOLVED, that this Legislature hereby approves the "model" Intermunicipal Agreement, and authorizes the County Executive to execute such Agreement in substantially the same form attached hereto with municipalities throughout the County receiving bus stop signs, shelters or other amenities.

CA-04-12 ADR/kvh/C-8390 Fiscal Impact: See attached statement
STATE OF NEW YORK
COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


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:

This resolution will authorize the County Executive to sign agreements with towns and cities to accept, maintain, and insure bus stop signs, shelters, and benches.

Prepared by: Cynthia Ruiz

BUS STOP SIGN AND SHELTER
INTER-MUNICIPAL AGREEMENT
BETWEEN
THE COUNTY OF DUTCHESS
AND
(_____)

THIS AGREEMENT, made this ____ day of _____, 2012, by and between the County of Dutchess, a municipal corporation, one of the counties of the State of New York, having its offices located at 22 Market Street, Poughkeepsie, New York 12601, hereinafter referred to as the "County" and the _____, a municipal corporation of the State of New York, having its offices located at _____, _____, New York _____, hereinafter referred to as the "Municipality".

WHEREAS, Article IX (Local Governments) of the New York State Constitution, and Article 5-G Section 119-o of the General Municipal Law of the State of New York authorize municipalities of the State of New York to enter into inter-municipal agreements for the performance of cooperative activities; and

WHEREAS, Section 5307 of Title 49, United States Code, provides federal assistance for public transportation in urbanized areas, to be administered by the Federal Transportation Administration; and

WHEREAS, the County presently operates a public transit system, consisting of, among other things, fixed routes throughout Dutchess County, including ingress and egress to the Municipality; and

WHEREAS the County and the Municipality desire to enhance public transportation service and improve passenger safety and convenience through the installation of bus stop signs, shelters and other amenities within the Municipality.

NOW, THEREFORE, in consideration of the covenants herein set forth, it is mutually agreed by and between the County and the Municipality as follows:

1. **BUS STOP SIGNS, SHELTERS AND OTHER AMENITIES:** From time to time, the County acquires bus stop signs, free standing bus shelters and other amenities of various types with Federal Transit Administration (FTA), New York State and County funds. Certain of those signs, shelters and other amenities shall be available to the Municipality through the Dutchess County Bus Stop Sign and Shelter Program (the Program) as hereinafter provided.

2. **PROGRAM ATTACHED:** A copy of the Program is attached hereto and made a part hereof as Exhibit "A". The Municipality agrees to comply with the Program, which addresses details not addressed in this Agreement. The County may make changes to the

Program from time to time. The Municipality, however, may refuse to accept those changes for signs, shelters and other amenities it received prior to the changes. The changes shall be mandatory only for signs, shelters and other amenities received after the changes were made.

3. SIGN, SHELTER AND AMENITY EQUIPMENT LEASE: From time to time, the Municipality will be advised of available signs, shelters and other amenities for which it may apply. If the County approves that application, the Municipality shall, at its expense erect, maintain, and insure each sign, shelter or other amenity it receives pursuant to this Agreement. By this Agreement, the County leases to the Municipality and the Municipality leases from the County various signs, shelters and other amenities as herein provided.

4. NOTIFICATION AND DELIVERY: Within ninety (90) days of notification that its application for a sign and/or shelter or amenity has been accepted by the County, the Municipality shall erect such sign, shelter or amenity, in accordance with the manufacturer's guidelines, at a designated location within the Municipality. Such sign and/or shelter or amenity will be available for pick-up by the Municipality, at its expense, at the County's bus facility at 14 Commerce Street, Poughkeepsie, New York as the parties agree. If the sign, shelter or amenity has not been erected within ninety (90) days of notification, the County may withdraw its sign, shelter or amenity offer upon thirty (30) days written notice.

5. CERTIFICATE OF COMPLETION AND USEFUL LIFE. After the sign, shelter or other amenity has been erected by the Municipality, the County shall inspect it and issue a "Certificate of Completion" if the sign, shelter or other amenity has been erected in compliance with this Agreement and the Program. The Municipality shall obtain, at its expense, any and all permits or other authorizations that may be required to erect and maintain the signs, shelters or other amenity. The useful life for Program purposes of a Program sign is ten (10) years and for a Program shelter is fifteen (15) years, measured from issuance of a Certificate of Completion. The useful life for an amenity shall be as the Program provides.

After the useful life of a sign, shelter or other amenity has expired, the Municipality may either, if it is no longer functional, remove and properly dispose of it, or if it is still functional, continue to maintain it. The Municipality shall notify the County when it intends to remove an existing sign, shelter or other amenity.

6. MAINTENANCE: The Municipality shall maintain the sign, shelter or other amenity and keep them clean and in good repair at all times. Any damage due to weather,

vandalism or other causes shall be promptly repaired or replaced at the expense of the Municipality.

7. SNOW AND ICE CONTROL. The Municipality shall remove all ice and snow from any sign or amenity and from and about any shelter including its roof and sides promptly after any ice has formed and snow has ceased to fall and shall comply with all requirements in connection therewith.

8. ADVERTISING: No advertising shall be placed upon, in or about any sign, shelter or other amenity without the consent of the County which the County may withhold in its sole discretion.

9. EXISTING SIGN & SHELTER INVENTORY: Signs, shelters and other amenities within the Municipality previously provided by the County are described on Exhibit "B" by: nearest cross streets, sign, shelter or amenity number, last inspection date, maintenance dates, and if available, a certificate of completion date or first date of service. The Municipality agrees to insure, maintain and dispose of those signs, shelters and other amenities in the same manner as all others provided to it through the Program and this Agreement. The Municipality shall provide the County with a copy of the Inventory once a year, in July of each year.

10. SIGN, SHELTER & OTHER AMENITY INVENTORY AFTER EXECUTION. The Municipality shall keep an inventory of all signs, shelters and other amenities provided to it by the County after execution of this Agreement with the same information as is required for Exhibit "B". The Municipality shall provide the County with a copy of the Inventory once a year, in July of each year.

11. COUNTY VISUAL INSPECTION. Approximately once every eight (8) weeks, or as necessary, the County will undertake a visual inspection of the signs, shelters and other amenities and will advise the Municipality of its observations. Promptly after receipt thereof, the Municipality shall correct any deficiencies noted therein and so advise the County. If the Municipality fails to correct any such deficiency, the County may upon ten (10) days written notice of its intention to do so, correct the deficiency, as appropriate, or remove and dispose of the shelter, sign or other amenity all at the Municipality's expense. Notwithstanding the above, in an emergency the County may take immediate action.

12. SEMI-ANNUAL REVIEW: During the first week of January, and the first week of July, the Municipality shall a conduct a semi-annual review of all Program signs, shelters and

other amenities. It shall provide the County with a copy of its review within thirty (30) days of its completion.

13. CHANGED CIRCUMSTANCES: If, as a result of a reduction or change in service, a bus stop is removed from service or relocated, the Municipality shall promptly remove the sign, shelter or other amenity located at that stop and shall relocate the sign, shelter or other amenity as the County directs.

14. NOTICE. Any notice required or desired to be given or served by either party shall be deemed to have been given or served by either party to when made in writing and mailed, by certified or registered mail, postage pre-paid, addressed as follows:

Municipality: Municipal Address

County: Dutchess County Commissioner of the
Dept. of Planning & Development
27 High Street
Poughkeepsie, NY 12601
and
Dutchess County Transit Program Administrator
14 Commerce Street
Poughkeepsie, NY 12601

The addresses may be changed from time to time by either party by serving notice.

15. RULES AND REGULATIONS. The Municipality agrees to abide by applicable federal and state laws and rules and regulations with respect to bus signs, shelters and other amenities including but not limited to 49 USCA 5307(a)(2). The Municipality shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, including but not limited to 49 USCA 5307(a)(2), state and local laws, regulations and procedures, these services required pursuant to this Agreement.

16. DEFENSE AND INDEMNIFICATION. The Contractor shall defend, indemnify and hold the County and its employees harmless from any and all losses, claims, liens, demands and causes of action of any kind or character, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Contractor shall investigate, handle, respond to, and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless,

false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. This indemnification section shall survive the expiration or termination of this agreement.

17. INSURANCE. At all times during the term of this Agreement, the Municipality shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York. In the event the statute does not require coverage of contractor, contractor must complete NYS Workers' Compensation Board Form CE-200 and provide the County with a certificate of attestation of exemption.
- (b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as additional insured.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to

take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Municipality. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Municipality shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

18. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status

Contractor shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

19. RETENTION OF RECORDS. The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

20. TERM: This Agreement shall commence upon execution and terminate when all existing signs, shelters and other amenities received pursuant to this Agreement shall have exceeded their useful life and are no longer functional and have been removed and properly disposed of by the Municipality.

AGREED TO AS TO FORM:

DUTCHESS COUNTY:

County Attorney's Office

Marcus J. Molinaro, County Executive

AGREED TO AS TO CONTENT:

CITY/TOWN/VILLAGE OF :

Kealy Salomon, Commissioner of
Planning and Development

EXHIBIT A

DUTCHESS COUNTY **BUS STOP SIGN AND SHELTER PROGRAM**

Dutchess County has and is distributing bus stop signs and shelters for use throughout the County. The signs and shelters are placed along fixed bus routes to identify the location as a bus stop and to offer shelter to passengers. The signs and shelters are funded with Federal Transit Administration Section 5307, New York State, and County funds.

All bus stop signs and shelters are the property of Dutchess County; however, they are leased to, insured by, and in the care of the municipality in which they were erected. A municipality that wants a bus stop sign, shelter or other amenity must apply to the County for them. Upon award, the municipality must enter into an intermunicipal agreement with the County (see sample intermunicipal agreement) to erect, maintain, and insure any bus stop sign, shelter or amenity it is to receive or has received from the County. Each municipality seeking a new award must do so even for existing bus stop signs and shelters, if they were previously provided by the County and there is now no intermunicipal agreement in place requiring the municipality to erect, maintain and insure them.

The agreement will be in effect for the lifetime of the bus stop sign or shelter. Bus stop signs have a useful life of ten (10) years and shelters fifteen (15) years. The Program will establish the useful life for amenities on a case by case basis. Some agreements will be ongoing as shelters and signs are replaced.

Various factors are taken into consideration in establishing the bus stop location hierarchy. A primary consideration in establishing the location hierarchy is the number of boardings at each stop listed on the Dutchess County LOOP Bus Schedules. Stops that have a high number of boardings on average will be ranked higher than stops with a lower number of boardings. The demographics of the passengers using the stops will also be considered. If there are a high number of senior citizens or people with disabilities who may need to sit to wait for the bus, this will be factored in.

Communities which enter into the intermunicipal agreement referenced above may also receive, for bus stops that do not have a shelter, bus stop signs to be erected, maintained and insured by the municipality for designated bus stops listed on the LOOP fixed route bus

schedule. The New York State Department of Transportation may assist in erecting signs and shelters as needed.

Dutchess County Mass Transit (DCMT) manages the Bus Stop Sign and Shelter Program and may in its discretion make changes to the Program. DCMT will facilitate the delivery and monitoring of bus stop signs and shelters. DCMT will also assist municipalities in erecting the shelters as needed.

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2012012 AUTHORIZING EXECUTION OF "MODEL" INTERMUNICIPAL AGREEMENT FOR MUNICIPALITIES THAT WANT TO ERECT BUS STOP SIGNS, BUS STOP SHELTERS OR OTHER AMENITIES AT BUS STOPS THROUGHOUT DUTCHESS COUNTY

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

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

2012012 AUTHORIZING EXECUTION OF "MODEL" INTERMUNICIPAL
 AGREEMENT FOR MUNICIPALITIES THAT WANT TO ERECT
 BUS STOP SIGNS, BUS STOP SHELTERS OR OTHER
 AMENITIES AT BUS STOPS THROUGHOUT DUTCHESS
 COUNTY

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012012 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012013

RE: AUTHORIZING ACCEPTANCE OF A DONATION OF TWO
2005 HONDA ALL TERRAIN VEHICLES FROM
DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

LEGISLATORS TRAUDT, HUTCHINGS, BORCHERT, and FLESLAND
offer the following and move its adoption:

WHEREAS, Dutchess County Water and Wastewater Authority would like to
make a donation of two 2005 Honda Model Fourtrax Recon TRX 250TM5 four-wheel All
Terrain Vehicles as detailed on the attached Authority Board Resolution No. 2011.10.C to
Dutchess County for use by its Parks Division, and

WHEREAS, this equipment has been valued by Kelly Blue Book to have an
estimated value of \$1,185 each, and

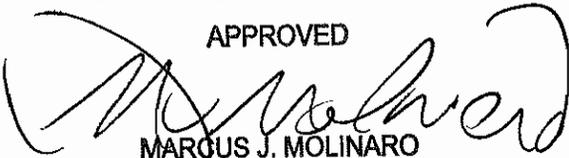
WHEREAS, the County Parks Division can use these vehicles, and

WHEREAS, the Commissioner of Public Works requests authorization to accept
said vehicles for use by Dutchess County Parks Division, and

WHEREAS, acceptance of said donation would be in the best interests of the
County, now, therefore, be it

RESOLVED, that the acceptance of two All Terrain Vehicles as detailed on the
attached Authority Board Resolution No. 2011.10.C with a fair market value totaling \$2,370
from Dutchess County Water and Wastewater Authority is hereby authorized.

CA-05-12
ca/G-0188
1/3/12
Fiscal Impact: See attached statement
STATE OF NEW YORK
COUNTY OF DUTCHESS

APPROVED

MARGUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


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: _____

Net County Cost (this year): \$0

Over Five Years: \$0

Additional Comments/Explanation:

Request is for acceptance of Two - 2005 Honda ATV's from DC Water and Wastewater Authority for Parks use.

Prepared by: Steven J. Olsen Director of Parks

RESOLUTION NO. 2011.10.C

**Authority Board – DCWWA
October 19, 2011 meeting**

Daniel McCabe offers the following resolution and moves its adoption:

WHEREAS, the Dutchess County Water and Wastewater Authority (the "Authority") had originally received four 2005 Honda Model FOURTRAX RECON TRX 250TM5 All Terrain Vehicles (ATVs) from Cruz Construction as part of the contract deliverables from the Central Dutchess Water Transmission Line project, and;

WHEREAS, in 2006 the Authority surplused two of these ATVs and transferred them at no cost to the Dutchess County Department of Public Works (DC DPW) for use by their Parks Division, and;

WHEREAS, the Authority no longer has a need to own ATVs for use at its water and sewer operations and desires to surplus its two current ATVs (each presently valued at \$1,185 per the Kelly Blue Book website), and;

WHEREAS, the Authority desires to transfer, at no cost to the County of Dutchess, these two surplus ATVs to the DC DPW; and

WHEREAS, the disposal of this Property at less than fair market value is intended to further the health, safety, welfare or economic development interests of Dutchess County, a political subdivision of the State, and;

WHEREAS, under the Authority's Disposal of Property Guidelines, Property, such as the aforementioned ATVs that has a fair market value at the time of disposal of less than five thousand dollars (\$5,000), is not subject to the additional disposal procedures set forth by said Guidelines, and;

WHEREAS, the DC DPW desires to receive these two surplus ATVs from the Authority for future use by its Parks Division at various County facilities;

NOW THEREFORE BE IT RESOLVED that the Dutchess County Water and Wastewater Authority hereby declares its two current ATVs (VIN# 1HFTE210654507841 and VIN# 1HFTE210654507855) as "SURPLUS" and authorizes the Authority Chairman, Executive Director and/or Authority staff to execute all required documents to effect the transfer of ownership of these two ATVs to the County of Dutchess and its Department of Public Works - Parks Division for no fee or charge.

Seconded by Vincent DiMaso

<u>Record of Vote:</u>	<u>Aye</u>	<u>Nay</u>
Thomas LeGrand	<u>X</u>	—
Daniel McCabe	<u>X</u>	—
Vincent DiMaso	<u>X</u>	—
Rudy Vavra	<u>X</u>	—
Patrick Dealy	—	— (NOT PRESENT)

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2012013 AUTHORIZING ACCEPTANCE OF A DONATION OF TWO
 2005 HONDA ALL TERRAIN VEHICLES FROM
 DUTCHESS COUNTY WATER AND WASTEWATER
 AUTHORITY

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
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District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

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

2012013 AUTHORIZING ACCEPTANCE OF A DONATION OF TWO
 2005 HONDA ALL TERRAIN VEHICLES FROM
 DUTCHESS COUNTY WATER AND WASTEWATER
 AUTHORITY

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012013 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012014

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

Legislators Hutchings, Flesland, Roman, Rolison, and Doxsey offer the following and move its adoption:

WHEREAS, by Resolution No. 209229 this Legislature approved an Intermunicipal Agreement with the Town of Poughkeepsie (Town) for maintenance of the Town of Poughkeepsie portion of the Dutchess Rail Trail, which agreement terminated on December 31, 2009, and

WHEREAS, by Resolution No. 2010223 this Legislature approved the renewal of said Agreement through December 31, 2011, and

WHEREAS, the County and Town desire to continue their agreement and enter into a new Intermunicipal Agreement for the term January 1, 2012 through December 31, 2013, and

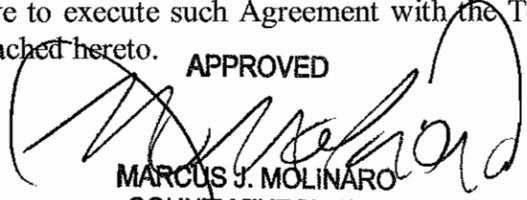
WHEREAS, pursuant to Article 5-G of the General Municipal Law, the County and the Town are authorized to enter into such agreement, and

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

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

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

CA-06-12 CAB/ca/G-1391-I1/3/12
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

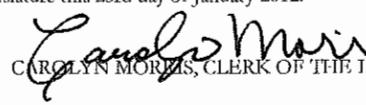
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$ 0

Over Five Years: \$ 0

Additional Comments/Explanation:

No Fiscal impact

Prepared by: Steven J Olsen, Director of Parks

INTERMUNICIPAL AGREEMENT

DUTCHESS RAIL TRAIL

THIS AGREEMENT, made this _____ day of _____, 2012, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the TOWN OF POUGHKEEPSIE, a municipal corporation with its offices at 1 Overocker Road, Poughkeepsie, New York, 12601 (hereinafter referred to as the "TOWN")

WITNESSETH:

WHEREAS, the County is in the process of constructing the Dutchess Rail Trail (" Rail Trail") which traverses through the Towns of Poughkeepsie, LaGrange, Wappinger and East Fishkill, and,

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

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

1. SCOPE OF SERVICES. The Town shall assist the County in the repair and maintenance of the Trail by providing the services as set forth on Exhibit "A," "Scope of Services," attached hereto and made a part hereof. The Town's costs for the services to be provided pursuant to this Agreement are estimated not to exceed \$7,500.00 for a calendar year. The Town agrees to budget a sum of \$7,500.00 for the 2012 and 2013 budget years. The Town shall not be responsible for any costs exceeding \$7,500.00.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on January 1, 2012 and terminate on December 31, 2013, unless extended in writing by the parties. Representatives of the County and the Town will meet prior to November 1st of each year hereafter to review each party's maintenance responsibilities.

The Town Board in office in January 2014 must adopt a resolution authorizing execution of another Intermunicipal Agreement.

3. MODIFICATIONS TO THE AGREEMENT. Modifications to the agreement and/or the scope of services can be made at any time upon mutual agreement of the parties.

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

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

6. INSURANCE REQUIREMENTS. At all times during the term of this agreement, the parties agree to maintain the following insurance and shall provide proof thereof to each other in the form of a Certificate of Insurance:

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

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form in the amount of five million dollars (\$5,000,000.00) per occurrence. The parties agree to list each other as additional insured.

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

8. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

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

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED : COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

Department of Public Works

TOWN OF POUGHKEEPSIE

BY: _____
Print Name _____
Title _____

DUTCHESS RAIL TRAIL

SCOPE OF SERVICES FOR MAINTENANCE AGREEMENT

The following are the categories of repair, maintenance and improvements which the parties contemplate will be necessary for the Dutchess Rail Trail:

1. Substantial Repairs- The County shall be responsible for all major repairs and/or replacement of any improvements associated with the Rail Trail including but not limited to capital improvements, pavement or surfaces maintenance, including surface of jogging trail. For purposes of this paragraph, the term "substantial and/or major repairs" shall mean any repair costing more than \$100.00 in materials or requiring more than five (5) man hours.

2. Miscellaneous or Minor Repairs- The Town shall attempt to perform minor repairs with Town employees, volunteer groups or subcontractors within the monetary limits set forth herein to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail and related apputances. For purposes of this paragraph, a minor repair shall be deemed to be any repair costing \$100.00 or less in materials supplied by the Town or requiring less than five (5) man hours. Notwithstanding the foregoing, the Town's responsibility with regard to minor repairs shall not exceed \$3,500.00 in any calendar year. The Town shall only be responsible minor repairs and not any replacements to original improvements to the Rail Trail. An example of a minor repair is the replacement of several rails or posts of a split rail fence. The County shall perform all other repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail. The County shall stockpile or obtain for the Town's use, those materials that would typically be needed for minor repairs. It is expressly understood that the Town shall not be required to replace any improvements.

3. Inspection and Monitoring- The County and the Town will conduct periodic inspections of the Rail Trail to identify obstacles, hazards, or items needing repair or maintenance. The Town will notify the County as soon as practicable, of those obstacles, hazards or items needing repair or maintenance that are the County's responsibility under the terms of this Agreement. The County will conduct the first inspection on the first Friday after the Trail is officially opened by the County. During the months of January through March, the County and the Town will conduct monthly inspections as conditions permit. The Town shall be permitted to use a motor vehicle when conducting its inspections. The duties herein will be provided by the Recreation Department by simply traversing the path along with any other Town employees, Councilperson or user of the Rail Trail.

4. Vegetation Removal -- The County shall be responsible for a regular schedule of coarse vegetation maintenance, including cutting, clearing and removal, to limit encroachment on the trail. This work shall be performed a minimum of twice a year in June and August. At a minimum, the Town shall perform light trimming and removal of small tree limbs, branches and encroaching brush. The County and the Town shall conduct additional vegetation removal as needed. The services will be provided by seasonal help and/or volunteers.

5. Mowing- The County shall brush hog the shoulders of the Rail Trail a minimum of four (4) times per year. The Town shall mow all of the areas surrounding the Rail Trail improvements such as parking areas, nature and information stations and benches, a minimum of six (6) times per year. The services will be provided by seasonal help.

6. Garbage Removal- Prior to the completion construction of the Rail Trail, the County shall remove all litter, junk and debris from any portion of the Rail Trail that is being developed.

7. Litter Removal- The Town shall remove garbage, litter and other small debris on a weekly basis. The County will install signs that indicate that the Rail Trail is a carry in/carry out linear park. The Town shall empty the trash cans located in the parking areas. The services will be provided by the Recreation Department and/or seasonal employees. The Town will not do any bulk pick up from the Rail Trail.

8. Graffiti- The County and the Town shall work together on a case by case basis when there is graffiti that needs to be removed. When the Town performs graffiti removal operations, the County shall supply paint and/or other materials which would be required. Graffiti removal shall be treated as a minor repair by the Town. If the Town is unable to correct the graffiti situation with volunteers, then the County shall accept responsibility for the graffiti removal.

9. Surface Maintenance During Winter Months- It is anticipated that the Rail Trail shall be kept in its natural condition during winter months, with neither the Rail Trail nor access walkways being plowed or sanded. The Town agrees to plow and sand the designated Rail Trail parking areas as soon as practicable considering the Town's road plowing and sanding requirements. The Town shall sweep the parking areas on an annual basis during the spring of each year. The County shall post signs in each parking area indicating that the Rail Trail, parking areas and walkways can be used by the public at their own risk.

10. Sign Repair Notification- The County shall inspect the condition and placement of required signs in its periodic inspections of the Rail Trail. During its bi-weekly inspections, the Town shall notify the County of any repairs that may be needed to any signs. Such notification by the Town shall be deemed gratuitous and failure to notify the County of any apparent need for sign repair shall not be deemed a violation of this Agreement. It shall be the County's duty to maintain, repair and/or replace any signs.

11. Drainage Upkeep/Storm Water Management Facilities- The Town shall inspect the drainage culverts and storm water management facilities on or near the Rail Trail on an annual basis during the spring of each year to determine the existence of routine blockages and perform routine maintenance operations such as cleaning culvert inlets that are located along the rail Trail and catch basins which are located in the parking lots only. The County, upon notice by the Town, shall be responsible for the removal of drainage blockages and associated repairs. It is not the intent of this paragraph to transfer the County's responsibilities under the MS4 regulations to the Town.

12. Animal Control- The Town shall notify the County of the existence of beaver dams or other similar animal related nuisances so that the County can address the particular situation.

13. Emergencies- Both the County and the Town shall have the right to close any section of the Rail Trail for emergency or safety purposes. The Town official who makes the decision to close the Rail Trail shall contact the appropriate fire, police and rescue authorities, post the closed trail sign and contact the 24 hour dispatcher at the Dutchess County Department of Public Works Highway Systems Management Division at (845) 486-2900. The following items of information should be provided to the dispatcher: the nature and location of the incident, the end points of the closed segment of the Rail Trail, the time and expected duration of the closure and what, if any assistance is requested from the County. The following Town officials are hereby authorized by the Town Board to close any portion of the rail Trail within the Town for emergency or safety purposes: Supervisor, Deputy Supervisor, Highway Superintendent or Director of Recreation.

14. Police Presence- The Town's responsibility for a police presence on the Rail Trail and parking areas will consist of emergency responses, patrols by automobile and bicycle as mandated by the Town of Poughkeepsie Police Chief. The Town of Poughkeepsie Police Chief or his designee shall also coordinate patrols in conjunction with the Dutchess County Sheriff's Department as the Sheriff's deputies will also provide police patrols on the Rail Trail. Both County personnel and the Town of Poughkeepsie Police Chief or his designee shall meet periodically to discuss issues that may arise.

RESOLUTION NO. 209229

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

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

WHEREAS, the County is in the process of constructing the Dutchess Rail Trail (DRT) which is located in the Towns of East Fishkill, Wappinger, LaGrange and Poughkeepsie, and

WHEREAS, the County has completed construction of Stage 2 of the DRT which is located in the Town of Poughkeepsie, and

WHEREAS, the County has requested that each municipality mentioned in the first whereas clause assist the County with the maintenance of that section of the DRT that is located in its town, and

WHEREAS, the Town of Poughkeepsie (Town) has agreed to assist the County with the maintenance of the DRT, and

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

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

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

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

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

CA-96-09
CAB/ca/G-1391-D
6/9/09
Fiscal Impact: See attached statement

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

STATE OF NEW YORK
COUNTY OF DUTCHESS

Date July 22, 2009

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of July, 2009, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of July, 2009.


BARBARA HUGO, CLERK OF THE LEGISLATURE

INTERMUNICIPAL AGREEMENT
DUTCHESS COUNTY RAIL TRAIL

THIS AGREEMENT, made this *23rd* day of *April*, 2009, by and between the COUNTY OF DUTCHESS, a municipal corporation with office at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the TOWN OF POUGHKEEPSIE, a municipal corporation with its offices at One Overrocker Road, Poughkeepsie, NY 12603 (hereinafter referred to as the "TOWN")

WITNESSETH

WHEREAS, the County is in the process of constructing the Dutchess Rail Trail ("Trail") which traverses through the Towns of Poughkeepsie, Lagrange, Wappinger and East Fishkill, and

WHEREAS, the Town wishes to assist the County in providing proper maintenance for that portion of the Trail that traverses through the Town of ~~Wappinger~~ *Poughkeepsie* so as to encourage its use, *EB*

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

1. SCOPE OF SERVICES. The Town shall assist the County in the repair and maintenance of the Trail by providing the services as set forth on Exhibit "A", "Scope of Services", attached hereto and made a part hereof. The Town's costs for the services to be provided pursuant to this Agreement are estimated not to exceed \$7,500.00 for a calendar year. The Town agrees to a budget sum of \$7,500.00 for the 2009 budget year. The Town shall not be responsible for any costs exceeding \$7,500.00.

2. TERM OF AGREEMENT. The term of this Agreement shall commence January 1, 2009, or the opening of the Rail Trail (completion of Stage 2), whichever date is later and terminate on December 31, 2009, unless extended in writing by the parties. The County will notify the Town in writing at least thirty (30) days in advance of when the opening of the Rail Trail (completion of Stage 2). Representatives of the County and the Town will meet prior to November 1 of each year hereafter to review each party's maintenance responsibilities.

Notwithstanding the foregoing this Agreement will not be operative if the Rail Trail commences operation on or after January 1, 2010. The Town Board in office in January 2010 must adopt a Resolution authorizing execution of the Agreement.

3. MODIFICATIONS TO THE AGREEMENT. Modifications to the agreement and/or the scope of services can be made at any time upon mutual agreement of the parties.

4. COUNTY TO INDEMNIFY THE TOWN. The County shall defend, protect, and indemnify the Town for damages done to property, injury, or death to

DUTCHESS RAIL TRAIL

SCOPE OF SERVICES FOR MAINTENANCE AGREEMENT

The following are the categories of repair, maintenance and improvements which the parties contemplate will be necessary for the Dutchess Rail Trail:

1. Substantial Repairs – The County shall be responsible for all major repairs and/or replacement of any improvements associated with the Rail Trail including, but not limited to capital improvements, pavement or surfaces maintenance and repair, including surface of jogging trail. For the purposes of this paragraph the term “substantial and/or major repairs” shall mean any repair costing more than \$100.00 in materials or requiring more than five (5) man hours.

2. Miscellaneous or Minor Repairs – The Town shall attempt to perform minor repairs with Town employees, volunteer groups or subcontractors within the monetary limits set forth herein to fence, railing, nature and information stations, benches and other similar improvements to the Rail Trail and related appurtenances. For the purposes of this paragraph, a minor repair shall be deemed to be any repair costing \$100.00 or less in materials supplied by the Town or requiring less than five (5) man hours.

Notwithstanding the foregoing, the Town’s responsibility with regard to minor repairs shall not exceed \$3,500.00 in any calendar year. The Town shall only be responsible for minor repairs and not any replacements to original improvements to the Rail Trail. An example of a minor repair is the replacement of several rails or posts of a split rail fence. The County shall perform all other repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail. The County shall stockpile or obtain for the Town’s use those materials that would typically be needed for minor repairs. It is expressly understood that the Town shall not be required to replace any improvements.

3. Inspection and Monitoring – The County and the Town will conduct biweekly inspections of the Rail Trail to identify obstacles, hazards, or items needing repair or maintenance. The Town will notify the County as soon as practicable, of those obstacles, hazards or items needing repair or maintenance that are the County’s responsibility under the terms of this agreement. The County will conduct the first inspection on the first Friday after the Trail is officially opened by the County. During the months of January through March, the County and Town will conduct monthly inspections as conditions permit. The Town shall be permitted to use a motor vehicle when conducting its inspections. The duties herein will provided by the Recreation Department by simply traversing the path along with any other Town employees, Councilperson or user of the path.

4. Vegetation Removal – The County shall be responsible for a regular schedule of coarse vegetation maintenance, including cutting, clearing and removal, to limit encroachment on the trail. This work shall be performed a minimum of twice a year in June and August. At a minimum, the Town shall perform light trimming and removal of small tree limbs, branches and encroaching brush. The County and the Town shall

drainage blockages and associated repairs. It is not the intent of this paragraph to transfer the County's responsibilities under the MS4 regulations to the Town.

12. Animal Control – The Town shall notify the County of the existence of beaver dams or other similar animal related nuisances so that the County can address the particular situation.

13. Emergencies – Both the County and the Town shall have the right to close any section of the Rail Trail for emergency or safety purposes. The Town official who makes the decision to close the rail Trail shall contact the appropriate fire, police and rescue authorities, post the closed trail sign and contact the 24 hour dispatcher at the Dutchess County Department of Public Works Highway Systems Management Division at (845) 486-2900. The following items of information should be provided to the dispatcher: the nature and location of the incident, the end points of the closed segment of the Rail Trail, the time and expected duration of the closure and what, if any assistance is requested from the County. The following Town officials are hereby authorized by the Town Board to close any portion of the Rail Trail within the Town for emergency or safety purposes: Supervisor, Deputy Supervisor, Highway Superintendent or Director of Recreation.

14. Police Presence – The Town's responsibility for a police presence on the Rail Trail and parking areas will consist of emergency responses, patrols by automobile and bicycle as mandated by the Town of Poughkeepsie Police Chief, the Town of Poughkeepsie Police Chief or his designee shall also coordinate patrols in conjunction with the Dutchess County Sheriff's Department as Sheriff's Deputies will also provide police patrols on the Rail Trail. Both County Personnel and the Town of Poughkeepsie Police Chief or his designee shall meet periodically to discuss issues that may arise.

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Steven J. Olsen, Parks Director 7-13-2010

6. INSURANCE REQUIREMENTS. At all times during the term of this agreement, the parties agree to maintain the following insurance and shall provide proof thereof to each other in the form of a Certificate of Insurance:

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

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form in the amount of five million dollars (\$5,000,000.00) per occurrence. The parties agree to list each other as additional insured.

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

8. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

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

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED : COUNTY OF DUTCHESS

BY: _____

William R. Steinhaus
County Executive

APPROVED AS TO CONTENT:

Department of Public Works

TOWN OF POUGHKEEPSIE

BY: _____

Print Name

Title

Patricia Myers
Patricia Myers
Supervisor

5. Mowing- The County shall brush hog the shoulders of the Rail Trail a minimum of four (4) times per year. The Town shall mow all of the areas surrounding the Rail Trail improvements such as parking areas, nature and information stations and benches, a minimum of six (6) times per year. The services will be provided by seasonal help.

6. Garbage Removal- Prior to the completion construction of the Rail Trail, the County shall remove all litter, junk and debris from any portion of the Rail Trail that is being developed.

7. Litter Removal- The Town shall remove garbage, litter and other small debris on a weekly basis. The County will install signs that indicate that the Rail Trail is a carry in/carry out linear park. The Town shall empty the trash cans located in the parking areas. The services will be provided by the Recreation Department and/or seasonal employees. The Town will not do any bulk pick up from the Rail Trail.

8. Graffiti- The County and the Town shall work together on a case by case basis when there is graffiti that needs to be removed. When the Town performs graffiti removal operations, the County shall supply paint and/or other materials which would be required. Graffiti removal shall be treated as a minor repair by the Town. If the Town is unable to correct the graffiti situation with volunteers, then the County shall accept responsibility for the graffiti removal.

9. Surface Maintenance During Winter Months- It is anticipated that the Rail Trail shall be kept in its natural condition during winter months, with neither the Rail Trail nor access walkways being plowed or sanded. The Town agrees to plow and sand the designated Rail Trail parking areas as soon as practicable considering the Town's road plowing and sanding requirements. The Town shall sweep the parking areas on an annual basis during the spring of each year. The County shall post signs in each parking area indicating that the Rail Trail, parking areas and walkways can be used by the public at their own risk.

10. Sign Repair Notification- The County shall inspect the condition and placement of required signs in its periodic inspections of the Rail Trail. During its bi-weekly inspections, the Town shall notify the County of any repairs that may be needed to any signs. Such notification by the Town shall be deemed gratuitous and failure to notify the County of any apparent need for sign repair shall not be deemed a violation of this Agreement. It shall be the County's duty to maintain, repair and/or replace any signs.

11. Drainage Upkeep/Storm Water Management Facilities- The Town shall inspect the drainage culverts and storm water management facilities on or near the Rail Trail on an annual basis during the spring of each year to determine the existence of routine blockages and perform routine maintenance operations such as cleaning culvert inlets that are located along the rail Trail and catch basins which are located in the parking lots only. The County, upon notice by the Town, shall be responsible for the removal of drainage blockages and associated repairs. It is not the intent of this paragraph to transfer the County's responsibilities under the MS4 regulations to the Town.

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 12 0
 Yes No
 Abstentions: 0

2012014 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH
 THE TOWN OF POUGHKEEPSIE FOR MAINTENANCE
 OF THE TOWN OF POUGHKEEPSIE PORTION OF THE
 DUTCHESS RAIL TRAIL

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

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

2012014 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH
 THE TOWN OF POUGHKEEPSIE FOR MAINTENANCE
 OF THE TOWN OF POUGHKEEPSIE PORTION OF THE
 DUTCHESS RAIL TRAIL

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012014 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012015

RE: AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO DEPARTMENT OF PUBLIC WORKS CAPITAL ACCOUNT H0412

LEGISLATORS HUTCHINGS, BORCHERT, FLESLAND, and HORTON offer the following and moves its adoption:

WHEREAS, Resolution No. 2010357 authorized the filing of a Recreational Trails Program grant application with the New York State Office of Parks, Recreation and Historic Preservation, and

WHEREAS, the Commissioner of Public Works has been advised by the New York State Office of Parks, Recreation and Historic Preservation that the County has been awarded a grant in the sum of \$95,475 to be used to complete development of the Dutchess Rail Trail (DRT) Hopewell Parking Lot on land leased from MTA in the Town of East Fishkill, and

WHEREAS, the total cost for the project is \$120,400 and the required local match is \$24,925 which will come from the capital program account for Phase 3 of the DRT, and

WHEREAS, it is necessary for this Legislature to authorize the acceptance of the New York State Office of Parks, Recreation and Historic Preservation grant and to amend the 2012 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 the New York State Office of Parks, Recreation and Historic Preservation in connection with the above project and further authorizes and empowers the County Executive to execute any grant agreements on behalf of the County of Dutchess, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget as follows:

APPROPRIATIONS

Increase

H0412.7110.3500

Rail Trail

APPROVED
Marcus J. Molinaro
MARCUS J. MOLINARO
COUNTY EXECUTIVE

\$ 95,475

REVENUE

Increase

H0412.7110.38970

Culture and Recreational Project

1/7/2012
Date

\$ 95,475

CA-15-12 CAB/ca/C-8479 1/12/12
STATE OF NEW YORK

Fiscal Impact: See attached statement

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 23rd day of January 2012, 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 23rd day of January 2012.

Carolyn Morris
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 \$ 120,400

Total Current Year Revenue \$ 95,475
and Source

NYSOPRHP (State Parks) Recreational Trail Program Grant

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

Identify Line Items(s):

HO412.7110.3500

Related Expenses: Amount \$ 24,925

Nature/Reason:

Required match for involved grant

Anticipated Savings to County: \$95,475

Net County Cost (this year): \$24,925
Over Five Years: \$24,925

Additional Comments/Explanation:

The project involves the completion of the development of the Dutchess Rail Trail (DRT) Hopewell Junction parking lot. The \$120,400.00 project would be @80% funded by a grant from State Parks. The existing Capital Project account for Phase 3 of the DRT would be used to fund the grant's required local match (\$24,925).

Prepared by: Brad Barclay

Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper (VC)		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12 Resolution: Total : 12 0
 Absent: 0 Motion: Yes No
 Vacant: 0 Abstentions: 0

2012015 AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO DEPARTMENT OF PUBLIC WORKS CAPITAL ACCOUNT H0412

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2012015 AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO DEPARTMENT OF PUBLIC WORKS CAPITAL ACCOUNT H0412

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012015 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012016

RE: AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE TRADE ADJUSTMENT ASSISTANCE ACT AND WORKFORCE INVESTMENT ACT

LEGISLATORS BOLNER, FLESLAND, BORCHERT, TRAUDT, and HORTON offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Trade Adjustment Assistance (TAA) Program and the Workforce Investment Act of 1998 (WIA) to provide the framework for a unique workforce preparation and employment system designed to meet both the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of FY 2010 TAA funding for the period 10/01/09 – 9/30/12 and has reclaimed allocations for the operation of PY 2010 Dislocated Worker Supplemental funding for the period 07/01/10 – 06/30/11, now, therefore, be it

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept funding under the above TAA and WIA Programs and amend the following accounts:

APPROPRIATIONS

Increase (Decrease)

FY 2010

CD6292.2010.4813	TAA Participant Funding	\$ 230
------------------	-------------------------	--------

PY 2010

CD6292.2010.4807	T-1B Dislocated Worker Supplemental Funding	(21,624)
		<u>\$ (21,394)</u>

REVENUES

Increase (Decrease)

FY 2009

CD6292.2010.47910.22	TAA Participant Funding	\$ 230
----------------------	-------------------------	--------

PY 2010

CD6292.2010.47910.18	T-1B Dislocated Worker Supplemental Funding	(21,624)
		<u>\$ (21,394)</u>

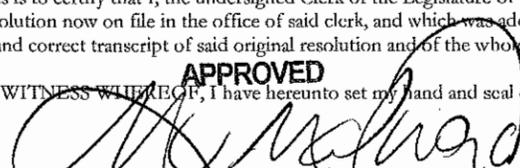
CA-02-12 CRC/LK/ca/G-1263 1/3/12
STATE OF NEW YORK

Fiscal Impact: See attached statement

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 23rd day of January 2012, 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 23rd day of January 2012.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Date 1/27/2012

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ -21,394

Total Current Year Revenue \$ -21,394
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: Laraine Kautz - Interim Executive Director, Dutchess County Workforce Investment Board



New York State Department of Labor
Andrew M. Cuomo, Governor
Colleen C. Gardner, Commissioner

November 18, 2011

Mr. William R. Steinhaus
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Steinhaus:

Attached is Notice of Obligational Authority (NOA) #PY10-6 for LWIA – Dutchess County.

This NOA is being processed to reduce your PY 10 Dislocated Worker Supplemental funds to your area in accordance with Workforce Development System Technical Advisory (TA) #10-22.

The TA states any LWIA expending less than 80% of PY 10 formula funds by June 30, 2011, will have this distribution of supplemental funds subject to recapture. Funds will be recaptured at a rate of 20% for every 1% that the expenditure falls short of the minimum.

Any questions concerning this information should be directed to Ms. Carrie Aubertine, State Representative at 518-457-0239.

Sincerely,

Karen A. Coleman
Acting Deputy Commissioner
for Workforce Development

Attachment

cc: Ms. Corinna C. Wu
Ms. Sue Newhouse
Ms. Carrie Aubertine
Ms. Laraine Kautz
Mr. Joe Lowenstein

NOTICE OF OBLIGATIONAL AUTHORITY

LWIA# 60

NOA #PY10- 6

LWIA: Dutchess County
Grantee: William R. Steinhaus
County Executive, Dutchess County

GRANTOR: The Governor of New York through
the New York State Department
of Labor

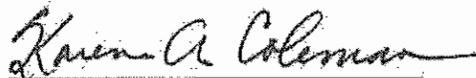
This NOA authorizes Program Year 2010 funding for the period (07/01/10
through 6/30/12), except Youth (04/01/10 through 6/30/12.)
Dislocated Worker Supplemental Funds (07/01/10 through 06/30/11).
Adult Supplemental Funds (7/1/11-10/31/11)

NYS DOL Contact: Carrie Aubertine

TELEPHONE: (518) 457-0239

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	\$533,191.50		\$533,191.50
CFDA# 17.258,17.259,17.278 T-1B Admin	\$162,129.60		\$162,129.60
CFDA# 17.258 T-1B Adult	\$449,326.80		\$449,326.80
CFDA# 17.278 T-1B Dislocated Worker	\$476,648.10		\$476,648.10
CFDA# 17.278 T-1B Dislocated Worker Supplemental Funds	\$57,618.31	(\$21,623.64)	\$35,994.67
CFDA# 17.258,17.259,17.278 T-1B SWA-Adult Supplemental	\$35,079.00		\$35,079.00

Approved by:


Karen A. Coleman
Acting Deputy Commissioner
for Workforce Development

11/18/11



New York State Department of Labor
Andrew M. Cuomo, Governor
Colleen C. Gardner, Commissioner

November 30, 2011

Mr. William R. Steinhaus
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Steinhaus:

The Local Workforce Investment Board of Dutchess County has submitted requests for funds to support the individual training plans under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Department of Labor (NYSDOL) Technical Advisory (TA) #04-6 dated May 18, 2004.

The NYSDOL Division of Employment and Workforce Solutions has been reviewing the requests for funding submitted and as a result, is issuing a change to the LWIA's Notice of Obligational Authority (NOA) for the attached list of new individual training plan funds approved and any changes to previously approved awarded individual training plan funds.

The attached NOA(s) along with a complete list of approved individual funding requests by petition number supports these changes. As a reminder, the funds awarded to the LWIA under this training program may be expended only for the training costs identified in the approved training plans for the individuals listed and must be reported to NYSDOL by the LWIA on a monthly basis. In the event training does not occur or the final costs are less than requested, the funds remaining unexpended will be deobligated and are not available for the LWIA's use.

Questions concerning the TAA program can be e-mailed to the NYSDOL at WDTDTAA@labor.state.ny.us. Questions concerning the NOA or reporting of the expenditures should be directed to Sharie FitzGibbon via phone at (518) 457-9060 or via e-mail at Sharie.FitzGibbon@labor.state.ny.us.

Sincerely,

Karen A. Coleman
Acting Deputy Commissioner
for Workforce Development

Attachment(s)

cc: Ms. Corinna C. Wu
Ms. Sue Newhouse
Ms. Carrie Aubertine
Ms. Laraine Kautz
Mr. Joe Lowenstein



NYS Department of Labor

Trade Adjustment Act Report

NOTICE OF OBLIGATIONAL AUTHORITY

LWIA# 60

GRANTEE: LWIA: Dutchess

GRANTOR: The Governor of New York through the
New York State Department of Labor

This NOA authorizes:

Program Year 2009 funding for the period (10/01/08 through 09/30/11).

Program Year 2010 funding for the period (10/01/09 through 09/30/12).

CFDA# 17.245

<u>TAA GRANT</u>	<u>PRIOR LEVEL</u>	<u>CHANGE THIS NOA</u>	<u>NEW LEVEL</u>
FY09			
Training	\$ 693,519.42	\$ 0.00	\$ 693,519.42
Job Search	\$ 437.95	\$ 0.00	\$ 437.95
FY10			
Training	\$ 738,942.10	\$ 230.00	\$ 739,172.10
Job Search	\$ 211.00	\$ 0.00	\$ 211.00
Relocation	\$ 4,833.85	\$ 0.00	\$ 4,833.85

Approved By:

Karen A. Coleman

Acting Deputy Commissioner for Workforce Development

Dated: 11/30/2011

Family and Human Services Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 4 - Town of Hyde Park	Serino (VC)		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner (C)		
District 21 - Town of East Fishkill	Horton		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

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

2012016 AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE
 TRADE ADJUSTMENT ASSISTANCE ACT AND WORKFORCE
 INVESTMENT ACT

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total: 25 0
 Yes No
 Abstentions: 0

2012016 AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE
 TRADE ADJUSTMENT ASSISTANCE ACT AND WORKFORCE
 INVESTMENT ACT

Date: 1/23/12

Discussion on Resolution No. 2012016 proceeded as follows:

Roll call vote on the foregoing Resolution No. 2012016 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSENT: 0

Resolution adopted.

Laid on desks by mail and placed in legislators boxes 1-10-12
Government Services & Administration
Pulled per County Attorney 1/18/2012
Revised and relaid on desks 1-23-12

RESOLUTION NO. 2012017

RE: LOCAL LAW NO. OF 2012. A LOCAL LAW
AMENDING ARTICLE III (EXECUTIVE BRANCH) OF THE DUTCHESS
COUNTY CHARTER BY CREATING THE POSITION OF DEPUTY
COUNTY EXECUTIVE(S)

Legislators ROLISON, COOPER and TRAUDT offer the following and move its
adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.
_____ of 2012 which has been submitted this day for consideration by said Legislature.

CA-14-12
ADR/kvh/P-1356
01/10/12
Fiscal Impact: None

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 15th day of February 2012, 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 15th day of February 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. ____ of 2012

RE: LOCAL LAW NO. _____ OF 2012. A LOCAL LAW
AMENDING ARTICLE III (EXECUTIVE BRANCH) OF THE DUTCHESS
COUNTY CHARTER BY CREATING THE POSITION OF DEPUTY
COUNTY EXECUTIVE(S)

BE IT ENACTED by the County Legislature of the County of Dutchess, State of New York as follows:

SECTION 1. LEGISLATIVE INTENT. The County Legislature hereby determines that it is in the best interest of the County to provide for the appointment of a Deputy County Executive(s).

SECTION 2. AMENDMENT OF THE DUTCHESS COUNTY CHARTER. Upon adoption of this Local Law, the existing Section 3.05 (Acting County Executive; How Designated, Powers and Duties) shall be amended and re-designated as Section 3.05-A and a new Section 3.05 (Deputy County Executive(s); How Designated, Powers and Duties) shall be added. Both Sections shall read as follows:

Section 3.05. Deputy County Executive(s); How Designated; Powers and Duties. The County Executive may appoint such Deputy County Executive(s) as may be deemed proper, in writing, each subject to confirmation by the County Legislature. After confirmation, such appointment(s) shall be filed with the County Clerk and the Clerk of the County Legislature. Each Deputy County Executive shall serve at the pleasure of the County Executive during the term(s) of Office of the appointive County Executive and shall have such authority as delegated by the County Executive consistent with this Charter. A Deputy County Executive, as authorized by the County Executive, shall have all of the powers and perform all of the duties of the County Executive in the event of the County Executive's absence from the County or temporary inability to perform and exercise the powers and duties of the Office of County Executive.

Section 3.05-A. Acting County Executive; How Designated; Powers and Duties. The County Executive shall designate in writing, and in order of succession, the department heads who shall be Acting County Executive in the event the County Executive and the Deputy County Executive(s) are absent from the County or temporarily unable to perform and exercise the powers and duties of their Offices as set forth above in Section 3.05. Such designation shall be filed with the County Clerk and the Clerk of the County Legislature and may be revoked at any time by the County Executive filing a new written designation and order of succession. In the absence of such written designation and order of succession, and in the event of the absence of the County Executive and Deputy County Executive(s) from the County or temporary inability to perform and exercise the powers and duties of their Offices as set forth above in Section 3.05, the County Legislature shall appoint a department head as Acting County Executive. The Acting County Executive shall have all the powers and perform all the duties of the

County Executive. In no event shall a Deputy County Executive succeed to the Office of Acting County Executive due to a vacancy in the Office of County Executive only department heads may succeed to that Office.

SECTION 3. EFFECTIVE DATE. This local law shall take effect immediately upon full compliance with all the requisite statutes and laws applicable to its adoption and promulgation.



Dutchess
County
Executive

Dutchess

Marcus J. Molinaro
County Executive

22 Market Street
Poughkeepsie
New York
12601
(845) 486-2000
Fax (845) 486-2021

MEMORANDUM

TO: *Legislators*
All Legislatures

FROM: Marcus J Molinaro, Dutchess County Executive 

RE: Deputy County Executive

DATE: January 11, 2012

You should be in receipt of a local law pertaining to the adding of a Deputy County Executive and further defining the powers and duties of an Acting County Executive.

County government has grown substantially more complex and demanding since the adoption of the Dutchess County Charter and Administrative Code in 1967. Federal and state laws, regulations, rules, and intricate funding formulas have increased exponentially. Economic development, waste management, disposal and recycling, overcrowding at the jail, emergency preparedness and state mandates balanced with tax relief are all pressing issues. These demands require a great deal of knowledge, policy development and meetings at the regional and state level requiring an extended time investment by the County Executive.

I know you agree the effective and efficient administration of county government is vital and enormously challenging. To contend with the complexity of governing, enhance the ability of the Executive to effectively administer the aspects of county government and address the logistical needs for seamless administration, I am recommending the creation of the title of Deputy County Executive

A review of the seventeen chartered county governments in New York State reveals Dutchess County Government is one of only three counties that do not have the title of Deputy County Executive. Of the two others that do not have such a title, one has such a designation under a different title.

As you are aware, the County Executive's Office currently has two Assistant to the County Executive positions. Each Assistant acts as a deputy in all but one critically important aspect: neither has the authority to act on behalf of the County Executive in my absence. Additionally, they cannot be delegated the authority to act administratively for the County Executive.

The County Charter and State Law allow most department heads to appoint or designate a deputy within their department to act generally for and in their place. As County Executive, however, I must appoint an official from outside of the Executive's Office to act in my absence or during specified periods when I may be unable to perform or exercise the powers and duties of the Office. This temporary and/or interim delegation of authority is no longer practical or efficient.

The appointment of a Deputy County Executive provides for a streamlined management of county government by an individual best situated to articulate the sentiments of the County Executive when necessary. In my opinion, it is practical and logical the Charter should enable the County Executive to appoint an individual with knowledge of my goals and priorities, who is intimately involved in the ongoing activities and policy development and to govern in my absence.

Accordingly, I have sent you this resolution to create the title of Deputy County Executive. This legislative initiative was discussed, along with several others you will consider this month in our first legislative meeting with Chairman Rolison and Legislators Borchert, Jeter-Jackson, Flesland and MacAvery today, January 11th.

I welcome and appreciate your support in this regard. Please feel free to contact me should you have questions on this or any other matter of importance to you.

Thank you.

DEPUTY COUNTY EXECUTIVE

DISTINGUISHING FEATURES OF THE CLASS:

The incumbent in this position is appointed by the County Executive, subject to confirmation by the County Legislature and serves at the pleasure of the County Executive. This is a high level administrative position in the Office of the County Executive responsible for assisting and advising the County Executive and other County officers/employees in all aspects of County government administration. This person assists in ensuring that County services are managed and delivered effectively and efficiently. This position oversees the activities of all departments to assure County policies, programs and procedures are completed under the general direction of the County Executive. This position requires a high degree of executive ability in making decisions and exercising independent judgment. The incumbent acts for and in place of the County Executive in his/her absence and performs other duties as delegated by the County Executive.

TYPICAL WORK ACTIVITIES:

Typical work activities for incumbents in this title include those listed below in addition to those typical work activities performed by lower level titles in the series. They are indicative of the level and types of activities performed by incumbents in this title. It is not meant to be all inclusive and does not preclude a supervisor from assigning activities not listed which could reasonably be expected to be performed by an employee in this title.

1. Supervises department heads and employees as assigned by the County Executive;
2. Develops recommendations for revising departmental operations to increase effectiveness, efficiency and achieve economy;
3. Keeps department heads informed at appropriate times on policy matters, relationships and long range plans;
4. Assists in evaluating the effectiveness and efficiency of County services;
5. Performs reviews of departmental proposals to the County Executive;
6. Examines County policies and procedures for the County Executive and recommends changes as necessary;
7. Assists in labor relations.
8. Represents the County Executive at various meetings with other local, regional, state and federal governmental officials;
9. Represents the County Executive with the legislative branch of government, as directed;
10. Represents the County government at public events, news conferences, etc;
11. Assists with community relations.
12. Acts as the County Executive in his/her absence and performs other duties as directed;

DEPUTY COUNTY EXECUTIVE (Cont'd)

FULL PERFORMANCE KNOWLEDGE SKILL AND ABILITIES:

Thorough knowledge of modern theories, principles, practices and techniques of public administration; thorough knowledge of Dutchess County government structure and of Department and Agency functions and operating procedures; Thorough knowledge of the goals and program objectives of the County Executive; Thorough knowledge of organization planning and management; Thorough knowledge of policy formulation and implementation procedures and techniques; ability to communicate effectively with a wide variety of people, both orally and in writing; ability to plan and supervise the work of others; ability to execute policies; ability to make difficult recommendations; ability to represent the County Executive and Dutchess County at meetings and public events; analytical ability; personal characteristics necessary to perform the duties of the position; physical characteristics necessary to perform the duties of the position.

MINIMUM QUALIFICATIONS: (Recommended Only)

- EITHER: (A) Graduation from a regionally accredited or New York State registered college or university plus experience in a managerial or administrative capacity in a governmental agency or a business;
- OR: (B) A satisfactory equivalent combination of training and experience.

ADOPTED: 01/01/2012

The foregoing local law Resolution No. 2012017 was laid on the desk by mail and placed in Legislators boxes on January 10, 2012. The local law was pulled per the County Attorney on January 18, 2012, revised, and relaid on the desks at this time and considered at a Regular Board Meeting on February 15, 2012.

Roll call vote on the foregoing Resolution No. 2012017 resulted as follows:

AYES:

NAYS:

ABSENT:

Resolution adopted.

The County Executive signed it into law on _____, 2012. The effective date was _____, 2012.

RESOLUTION NO. 2012018

RE: CONFIRMING APPOINTMENT OF THE INDEPENDENT DIRECTOR
TO THE DUTCHESS TOBACCO ASSET SECURITIZATION CORPORATION

LEGISLATORS ROLISON, FLESLAND, and BORCHERT offer the following and
move its adoption:

WHEREAS, this Legislature, by the enactment of Local Law No. 5 of 2003, authorized
the creation of a Local Development Corporation (LDC) now known as the Dutchess Tobacco Asset
Securitization Corporation (Dutchess TASC) and the sale to the Dutchess TASC of all of the County's
rights, title and interest to the Tobacco Settlement Revenues the County is entitled to received under
the Master Settlement Agreement (MSA) pursuant to the Consent Decree resulting from the class
action against Philip Morris Incorporated, et al., and

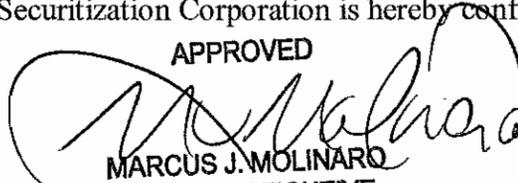
WHEREAS, the Dutchess TASC, as authorized, is to have three directors to oversee its
operation, one of whom to be appointed by the County Executive, one of whom to be appointed by the
Chairman of the Legislature and the third, a person not connected in any way to Dutchess County
Government, the "independent", to be appointed jointly by the County Executive and the Chairman of
the Legislature subject to confirmation by this Legislature, and

WHEREAS, County Executive Marcus J. Molinaro and Legislative Chairman Robert
Rolison have jointly appointed Jerome A. Simonetty as the independent director of the Dutchess
TASC, and submitted their joint appointment to this Legislature for confirmation, and

WHEREAS, the person proposed as the independent director is qualified in all respects
to be the independent director of the Dutchess TASC, now therefore, be it

RESOLVED, that the appointment of Jerome A. Simonetty as the "independent"
director of the Dutchess Tobacco Asset Securitization Corporation is hereby confirmed.

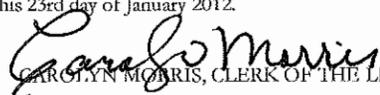
CA-10-12
ca/G-1351
1/9/12
STATE OF NEW YORK
COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Jerome A. Simonetty

32 Loockerman Ave.
Poughkeepsie, New York
(845) 454-4359
Cell (914) 715-2768

Employment History

Sim-Kno Farms LLC	2003 - Present
Hudson Valley Fresh Inc.	2005 - Present
I.B.M. Corporation	1968 - 2003

Current Responsibilities

Chairman of the Board of Hudson Valley Fresh Inc., and Chair of the Executive Committee. Responsibility for strategic planning, allocation of Capital and all Marketing/Advertising activities. H.V.F. is a Dairy Farmer Co-op that produces, processes, packages, distributes retail/wholesale premium quality dairy products thru-out the Hudson Valley and the New York Metropolitan region. Principal, Sim-Kno farms L.L.C., where I breed, raise and market Registered Holstein Dairy Cattle.

Various Positions(IBM)

- **Partner- IBM Management Consultant Practice-E-Procurement-** with responsibility for leading a staff of consultants providing marketing, assessment, gap analysis, and/or sourcing support for client needs globally. Specific responsibility was for the Business Consulting Services global sourcing offering. Services include Information Technology, Marketing and Advertising, Facilities Management, Human Resources, and Business Services as well as business travel.
- **Director of E-Procurement Services-** with responsibility for management of a staff of professionals selling and implementing procurement services within IBM Global Services. Major Fortune 500 Companies would outsource procurement operations, and we would perform these services under long term contracts.
- **Program Director-Strategic Sourcing-** Responsible for managing a staff of professionals on a global basis negotiating and implementing internal procurement contracts for IBM with a value in excess of \$10B/year.
- **Manager Corporate Contracts-**with responsibility for managing a staff of professionals negotiating major contracts for IBM on a Corporate wide basis, that were common to all locations.
- **Manager of Major Sub-Contract Manufacturing-** with responsibility for managing a staff of professionals contracting with vendors that provide transferring manufacturing processes/equipment from IBM locations to the vendor. This is done to buffer manufacturing capacity and give plants flexibility.
- **Manager Capital Process Equipment-** responsible for management of a staff of procurement professionals contracting with vendors for manufacturing process equipment for IBM technology plants.
- **Manufacturing Process Engineering-** responsible for the design and implementation of process equipment for IBM technology plants in the US/Germany.

- **Customer Field Engineer-** responsible for the troubleshooting and servicing of IBM products sold and installed at customer locations.

Education

Dutchess Community College-1968
Electro/Mechanical Technology

IBM Customer Engineering School-1970

Government Services and Administration Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

Present: 12 Resolution: _____ Total : 12 0
 Absent: 0 Motion: _____ Yes No
 Vacant: _____ Abstentions: 0

2012018 CONFIRMING APPOINTMENT OF THE INDEPENDENT
 DIRECTOR TO THE DUTCHESS TOBACCO ASSET
 SECURITIZATION CORPORATION

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25 Resolution: ✓ Total : 24 1
 Absent: 0 Motion: --- Yes No
 Vacant: 0 Abstentions: 0

2012018 CONFIRMING APPOINTMENT OF THE INDEPENDENT
 DIRECTOR TO THE DUTCHESS TOBACCO ASSET
 SECURITIZATION CORPORATION

Date: 1/23/12

Discussion on Resolution No. 2012018 proceeded as follows:

Roll call vote on the foregoing Resolution No. 2012018 resulted as follows:

AYES: 24 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Weiss, White, Wilkinson

NAYS: 1 Tyner

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012019

RE: AUTHORIZING SETTLEMENT FROM LIABILITY & CASUALTY RESERVE FUND

Legislators BORCHERT and FLESLAND offer the following and move its adoption:

WHEREAS, the County of Dutchess maintains a self insured reserve fund pursuant to Section 6-n of the General Municipal Law in connection with the defense of tort cases, and

WHEREAS, the County, as part of its self insured plan, has a contract for excess insurance coverage over and above its self insured retention, and

WHEREAS, the excess carrier has requested that the County release its self insured retention to facilitate possible settlement of the case of Francis Black against the County of Dutchess, and

WHEREAS, it is in the best interests of the County to cooperate fully with its excess insurance carrier in the management of its tort claims, now, therefore, be it

RESOLVED, that the self insured retention of the County of Dutchess in the case of Francis Black against the County of Dutchess is released and settlement of said case up to the full amount of said self-insured retention is hereby authorized.

CA-07-12
KPB:kh/L-4444
1/4/12

Fiscal Impact: Any settlement to the extent of all or part of the self insured retention will be paid from the 6-n Reserve Fund

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
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District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
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District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25 Resolution: ✓ Total : 24 1
 Absent: 0 Motion: Yes No
 Vacant: 0 Abstentions: 0

2012019 AUTHORIZING SETTLEMENT FROM LIABILITY & CASUALTY
RESERVE FUND

Date: 1/23/12

Discussion on Resolution No. 2012019 proceeded as follows:

Roll call vote on the foregoing Resolution No. 2012019 resulted as follows:

AYES: 24 Amparo, Bolner, Borchert, Cooper, Flesland, Forman,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey,
MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 1 Doxsey

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012020

RE: ADOPTION OF THE PERMANENT RULES OF THE DUTCHESS COUNTY LEGISLATURE

Legislators ROLISON , BORCHERT, and FLESLAND offer the following and move its adoption:

RESOLVED, that the Permanent Rules, as attached hereto, be and they hereby are adopted as the Permanent Rules of the Dutchess County Legislature, effective January 1, 2012.

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 23rd day of January 2012, 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 23rd day of January 2012.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

2012



**Permanent Rules of the
Dutchess County Legislature**

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**PERMANENT RULES OF THE
DUTCHESS COUNTY LEGISLATURE
FOR THE YEAR 2012**

ARTICLE I

**ORGANIZATIONAL MEETING OF THE
COUNTY LEGISLATURE**

RULE 1.1 ORGANIZATION MEETING:

The Organizational meeting of the County Legislature shall be conducted on or before the first Tuesday after the first Monday in January at 7:00 pm.

RULE 1.2 NOTICE OF ORGANIZATIONAL MEETING:

The Clerk of the County Legislature shall serve upon each member of the Legislature a written notice stating the date, time and place of meeting pursuant to Section 151 of the County Law. In the event of a vacancy in the Office of the Clerk of the Legislature, or his/her inability or failure to act in accordance with this provision, notice shall be given by the Deputy Clerk. If the offices of Clerk and Deputy Clerk of the Legislature are vacant, notice shall be given by the County Clerk.

**RULE 1.3 ELECTION OF CHAIRMAN OF THE
LEGISLATURE AND LEADERSHIP:**

A. A Chairman of the County Legislature shall be elected by a roll call vote from the membership of the County Legislature at its Organizational Meeting, or at an adjourned meeting thereof,

who shall serve as Chairman for the balance of the calendar year. In the event of a vacancy, the County Legislature shall fill the office of Chairman in the manner provided by its rules. Should the County Legislature fail to select a Chairman within thirty (30) days after the office shall become vacant for any reason, the County Executive shall appoint a member of the County Legislature to serve as its Chairman for the balance of the calendar year, as provided in Section 302 (j) of the Dutchess County Charter.

B. Prior to the commencement of the Legislative Term, Members of the two political parties which shall have polled the largest vote in the past general election for the County Legislature shall elect leaders of their respective parties. The leader of the political party whose membership constitutes a majority shall be known as Majority Leader; the leader of the other political party shall be known as Minority Leader. The assistant leader of the political party whose membership constitutes a majority shall be known as Assistant Majority Leader; the assistant leader of the other political party shall be known as the Assistant Minority Leader.

RULE 1.4 APPOINTMENT OF CLERK OF LEGISLATURE

A Clerk of the Legislature shall be appointed by the Legislature at its Organizational Meeting, or at an adjourned meeting thereof, in the manner provided by its rules. The Clerk shall be and remain an elector of the County, and he/she shall serve at the pleasure of the Legislature and until his/her successor shall be appointed and shall qualify. A vacancy in the Office of the Clerk shall be filled by the County Legislature. The Legislature may appoint such Deputy Clerks and employees as it may require.

RULE 1.5 APPOINTMENT OF COUNSEL TO THE LEGISLATURE:

A Counsel to the Legislature shall be appointed in accordance with the provisions of Section 2.14 of the Dutchess County Charter.

RULE 1.6 CONFIRMATION OF APPOINTMENTS:

Confirmation of appointment, where required by the Dutchess County Charter, shall be by affirmative roll call vote of a majority of the members of the County Legislature, except that if the Legislature shall fail to take action within sixty (60) days after the filing of written notification of appointment with the Clerk of the Legislature such appointment shall be deemed approved.

ARTICLE II

MEETINGS OF THE LEGISLATURE

RULE 2.1 GENERAL PROVISIONS OF MEETINGS:

The County Legislature shall, in addition to its Organizational Meeting, hold regular meetings at stated intervals and special meetings as herein provided, all of which shall be public and may be adjourned from time to time. All such meetings shall be held at the Legislative Chambers in the Dutchess County Office Building, City of Poughkeepsie, Dutchess County, New York, and shall begin at the hour specified in these Rules unless a different time and place shall be provided by a motion for adjournment, or by notice of a special meeting. All meetings - regular, adjourned, or special - shall begin with the Pledge of Allegiance to the Flag. The time of convening and adjournment of each meeting shall be recorded in the Proceedings of the County Legislature.

RULE 2.2 REGULAR MONTHLY MEETINGS:

A. Regular monthly meetings of the County Legislature shall commence at 7:00 pm on the second Monday in each month during the year, except when the second Monday of a month shall fall on a legal holiday, in which case, such regular monthly meeting shall be held on the following day at the same hour and place, except in the month of January when the regular monthly meeting shall be on the fourth Monday of the month. Meetings of the Legislature may be established by resolution at the Organizational meeting for the ensuing term.

B. The Clerk of the County Legislature shall serve upon each member of the Legislature electronic notice or if requested written notice stating the date, time and place of the meeting at least forty-eight (48) hours before the date of the meeting, stating the subject matter of all resolutions, ordinances and local laws to be voted on at such meeting, except as otherwise provided in Rule 4.5. Such meeting may be postponed for up to 24 hours by the Chairman of the Legislature.

RULE 2.3 SPECIAL MEETINGS:

Special meetings shall be held at the Call of the Clerk or Deputy Clerk of the Legislature upon direction of the Chairman or upon written request signed by a majority of the members of the Legislature; notice in writing stating the time, place and purpose of the special meeting shall be served either personally, by mail, and electronic mail upon each member by the Clerk of the Legislature. In the event that such service is personal, it shall be made at least forty-eight (48) hours in advance of such meeting, upon each member of the Legislature by the Clerk of

the Legislature or his/her designee, who is competent to execute service of process in the State of New York. In the event that such service is by mail it shall be made upon each member of the Legislature at least seventy-two (72) hours in advance of such meeting by the Clerk of the Legislature. Service shall be deemed complete when deposited in a postage, prepaid envelope in a duly maintained depository of the United States Postal Service.

Service either personal, or by mail and by electronic mail shall be evidenced by a notarized affidavit of service duly executed by the person making service. A member may waive the service of notice of such meeting by a waiver signed by the member.

Such meeting may be postponed for up to 24 hours by the Chairman of the Legislature.

RULE 2.4 DUTIES OF THE CLERK OF THE LEGISLATURE:

The Clerk of the Legislature shall keep a record of all acts and proceedings of the Legislature and be the custodian of the records, vouchers and other papers required or authorized by law to be deposited in his/her office. The Clerk's responsibilities will include, but are not limited to, forwarding to all Legislature committee reports and printed draft minutes of full Legislature meetings. He/she shall perform such additional and related duties as may be prescribed by law and/or directed by the County Legislature.

ARTICLE III

ORDER OF BUSINESS

RULE 3.1 ORDER OF BUSINESS:

The Order of Business at each meeting of the County Legislature shall be as follows:

- a) Roll Call by the Clerk of the Legislature;
- b) Pledge of Allegiance to the Flag, Invocation, and a Moment of Silent Meditation;
- c) Proclamations, Commendations and Presentations
- d) Privilege of the Floor with respect to printed agenda items;
- e) Approval of prior month's meeting minutes
- f) Resolutions
 - 1) Consent Resolutions
 - 2) All Other Resolutions
 - 3) Resolutions for Unanimous Consent;
- g) Other County business;
- h) Announcements (limited to three minutes)
- i) Privilege of the Floor with respect to agenda and non-agenda County business; and
- j) Adjournment.

ARTICLE IV

RULES OF ORDER AND PROCEDURE

RULE 4.1 ROLL CALL:

The members of the County Legislature shall be called to order by the Chairman at every meeting of the Legislature and it shall be the duty of the Clerk of the Legislature to call roll and record names of those members who are present or absent. Any member arriving after the roll call has been completed shall report to the Clerk and shall be recorded "Present, Late."

RULE 4.2 ATTENDANCE AND QUORUM:

A. A Majority of the whole of the members of the County Legislature shall constitute a quorum for the transaction of business, but a lesser number may adjourn.

B. A member of the County Legislature who has answered roll call at any meeting of the Legislature shall not be permitted to absent himself/herself from such meeting without notifying the Clerk.

C. Any legislator failing to be properly seated at any regular or special meeting of the Legislature shall be recorded absent by the Clerk.

RULE 4.3 POWERS AND DUTIES OF THE CHAIRMAN:

- A. It shall be the duty of the Chairman of the Dutchess County Legislature:
- a) to become familiar with the property, function and fiscal affairs of the County;
 - b) to see that the statutes, local laws and resolutions of the County Legislature and directions of County officers empowered to make the same are faithfully executed and report to the Legislature any neglect of duty; and
 - c) to make recommendations to the County Legislature on legislation and such other matters deemed material and advisable.
- B. The Chairman shall preside at all meetings of the Legislature at which he/she is present; shall preserve order and decorum; shall decide all questions of order subject to appeal to the Legislature; and shall perform such duties as are provided by Law and these Rules.
- C. In the event that the Chairman fails to appear within fifteen (15) minutes of the time fixed for a meeting of the Legislature, it shall be the duty of the Clerk of the Legislature to call the meeting to order and the Legislative members present, by a majority vote, shall select a member of the Legislature as Chairman who shall have and exercise all the duties and powers of the Chairman as temporary Chairman for said meeting.
- D. The Chairman shall designate a Legislator as acting Chairman to preside when the Chairman desires to speak from the floor on any pending matter. Such designation shall be effective

until the question on the floor is disposed of or the Chairman elects to return to the Chair.

E. The Chairman shall in all cases, have the right to vote, except on appeals to the Legislature from decisions of the Chair; on all other questions, when the vote is equally divided, including the vote of the Chairman, the question shall be lost.

F. The County Legislature may delegate to the Chairman the power to:

- a) determine what officers and employees of the Legislative Branch may attend conferences and schools conducted for the betterment of County government.
 - b) perform such other duties as the Legislature may determine to be necessary to give full effect to the provisions of the County Law or these Rules.
- G. The Chairman may declare an emergency and adjourn a regular or special meeting to a date not to exceed seven (7) days beyond the meeting so adjourned.
- H. After the Organizational Meeting of the Legislature, the Chairman shall establish a seating plan. Such plan shall be observed at all regular and special meetings of the Legislature.
- I. The Chairman will notify, in a timely fashion, the sponsors of any resolutions, including those resolutions submitted by the Executive Branch, petitions, reports, or local laws which may have conformed to all other requirements of the Legislative rules but have been pulled by the Chairman. This notification will be accompanied by a written explanation from the Chairman.

RULE 4.4 PRIVILEGE OF THE FLOOR:

Persons not members of the County Legislature may, on motion to suspend the rules, be permitted to speak in regard to matters pending before the Legislature or in the process of being presented to said Legislature.

RULE 4.5 PETITIONS, REPORTS, MOTIONS AND RESOLUTIONS:

A. All petitions, reports, and resolutions shall be reduced to writing, sponsored by at least two members of the Legislature and filed with the Clerk. Memorialization resolutions shall require at least four sponsors.

B. Any Legislator who wishes to be a sponsor of any resolution shall notify the Clerk, at any time prior to the taking of the vote, and the Clerk with the permission of the sponsors(s) shall add the Legislator's name to the resolution as a sponsor or co-sponsor.

C. Petitions, reports, and communications may be presented to the County Legislature by the Chairman or any member of the Legislature and the same or a summary thereof shall be read by the Clerk.

D. All petitions, reports, motions, resolutions and communications requiring action of a committee shall be referred by the Chairman without motion to the committee having in charge matters relating to the same.

E. All resolutions, to be presented at a regular, adjourned or special meeting of the County Legislature shall be filed with

the Clerk of the County Legislature not later than 4:45 pm on the resolution deadline date established annually except that this requirement may be waived by the Chairman of the Legislature.

F. All resolutions amending the adopted budget or directing a capital expenditure must be submitted with a fiscal impact statement.

G. All resolutions authorizing the bonding of expenditures of \$500,000 or more shall be presented at a meeting of the relevant Committee no later than seven (7) calendar days prior to the regularly scheduled legislative committee day and copies thereof shall be placed immediately thereafter in the mailbox of each legislator located in the legislative office. This requirement may be waived by the Chairman of the Legislature.

H. No resolution except those subject to Rule 4.5 (G) shall be considered by a committee unless the same shall have been placed in the mailbox of each legislator located in the legislative office at least three (3) calendar days prior to the legislative committee day. This requirement may be waived by the Chairman of the Legislature or in his/her absence by the Chairman of the relevant Committee.

I. A proposed local law may be introduced by a member of the Legislature at a meeting of the Legislature by laying it on the desks of each Legislator.

As an alternative means of introduction, the Chairman of the Legislature may introduce the Local Law by mailing copies to each Legislator in postpaid, properly addressed and securely closed envelopes or wrappers in a post box or post office of the United States Post Office, at least ten (10) calendar days, exclusive

of Sunday, prior to a meeting of the Legislature and, at the same time, placing copies in the mailbox of each Legislator at the Legislative office.

J. The Clerk will notify, in a timely fashion, the sponsors of any resolutions, including those resolutions submitted by the Executive Branch, petitions, reports, or local laws which have conformed to all other requirements of the Legislative rules which have been pulled by the Committee Chairman.

K. A Consent Agenda may be presented by the Chairman of the Legislature at the beginning of a meeting. Any item of business requiring action by the Legislature but considered to be routine or not controversial in nature, may be presented as part of the Consent Agenda. The Consent Agenda shall be introduced by a motion "to approve the Consent Agenda" and shall be considered by the Legislature as a single item. The motion to approve the Consent Agenda is not debatable. Upon objection by any Legislator to inclusion of any item on a Consent Agenda, that item shall be removed from the Consent Agenda. Such objections may be recorded any time prior to the taking of a vote on a motion to approve the Consent Agenda. Any item removed from the Consent Agenda shall be considered as part of all other resolutions portion of the agenda. The approval of motion to approve the Consent Agenda shall be fully equivalent to approval, adoption or enactment of each such motion or resolution or other item of business thereon, exactly as if each had been acted upon individually.

L. The Legislature can discharge from committee a matter that has been referred to it upon which the committee has not reported back to the Legislature, or which has been defeated in committee, by a majority vote of the Legislature as fully constituted, or a majority of those present and voting if previous

notice of intent to discharge from said committee is given.

RULE 4.6 PRIORITY OF BUSINESS:

All questions relating to the priority of business under the same order of business shall be decided by the Chairman without debate.

RULE 4.7 WHEN DEBATE IN ORDER:

No debate shall be in order until the pending questions shall be stated by the Chair.

RULE 4.8 ADDRESSING THE CHAIR:

A member rising to debate, to give notice, to make a motion, or report, or to present a petition on other Legislative business, shall address the Chair and shall not proceed until recognized by the Chair. When two or more members rise to speak at the same time, the Chair shall decide and determine which member is entitled to the floor.

RULE 4.9 CALLS TO ORDER:

If a member shall breach or violate the Rules of the County Legislature or *Robert's Rules of Order* (newly revised), the Chairman shall call him/her to order, in which case the member so called shall yield the floor and observe order and decorum until recognized by the Chair.

RULE 4.10 MEMBERS ENTITLED TO VOTE:

A. Any member who shall be present when the Chairman announces a vote shall vote, unless he/she has obtained permission of the chair to abstain.

RESOLUTIONS:

A. It shall require a majority vote of all members of the Legislature to adopt a resolution; however, any procedural matter may be adopted by a majority of the members present, except where these rules expressly provide to the contrary and where otherwise required by law.

B. Once the County Budget in any given fiscal year has been adopted it shall require 2/3 affirmative vote of all members of the Legislature to adopt resolutions authorizing the transfer of funds from any contingency line in the adopted County Budget or from the fund balance.

RULE 4.13 EFFECTIVE DATE OF RESOLUTIONS

All resolutions shall become effective as provided by law.

RULE 4.14 POWER TO AMEND OR REPEAL RESOLUTIONS, ORDINANCES AND LOCAL LAWS:

Except as otherwise expressly provided by law or these Rules, the Legislature shall have the power to amend, repeal or supersede any local laws, ordinances or resolutions theretofore adopted.

RULE 4.15 ROLL CALL VOTE TAKEN:

The roll call vote shall be taken on any questions when required by statute or these Rules, or upon demand by any member of the Legislature at any time prior to stating the next question.

RULE 4.16 WITHDRAWAL OF A MOTION:

B. A member has the right to change his/her vote up to the time the vote is finally announced by the Clerk.

C. A member who declares a conflict or an intent to abstain may not participate in the discussion of the question.

RULE 4.11 APPEAL FROM DECISION OF CHAIR:

A. Any member of the Legislature may appeal from any decision of the Chairman, except when another appeal is pending, but it can be made only at the time the ruling is made. If any debate or business has intervened, it is too late to appeal.

B. When a member wishes to appeal from the decision of the Chair, he/she shall do so as soon as the decision is made, even though another has the floor and without waiting to be recognized by the Chair, saying, "Madame/Mr. Chairman, I appeal from the decision of the Chair." If this appeal is seconded, the Chair should state clearly the question at issue and his reasons for the decision if he/she thinks it necessary and then state the question. If there is a tie vote, the Chair is sustained.

C. An appeal cannot be debated when related to indecorum, transgression of rules of speaking, priority of business or while the immediately-pending question is undebatable. When debatable, no member is allowed to speak more than once except the Chairman, who may at the close of the debate answer the arguments against the decision.

RULE 4.12 VOTE REQUIRED FOR ADOPTION OF

of those present and voting.

B. The form of this motion is "I move (or demand, or call for) the question on (here specify the motion on which it is desired to be ordered)." It cannot be debated or amended and must be voted on immediately. When the Legislature shall order the question and amendments are pending, the questions shall first be taken upon such amendments in reverse order and then upon

the main question without further debate or amendment.

RULE 4.20 POSTPONEMENT OF CONSIDERATION:

A. A motion to lay a question on the table shall be decided without amendment or debate. This motion cannot be applied to anything except a question actually pending.

B. A motion to postpone to a day certain or to make the consideration of the question a special order for a day certain shall until it is decided preclude all amendments to the main question. A question cannot be postponed beyond the next regular session of the Legislature.

RULE 4.21 REFERENCE TO COMMITTEE:

The motion to commit or refer to a committee shall, until it is decided, preclude all amendments to the main question.

RULE 4.22 RECONSIDERATION GENERALLY:

No motion for reconsideration shall be in order unless made on the same day, or the meeting, regular or special, next succeeding that on which the decision proposed to be reconsidered took place, nor unless made by a member who voted with the prevailing side on the vote of the motion or resolution proposed

A motion for leave to withdraw a motion may be made by the mover at any time before voting on the question has commenced, even though the motion has been amended and it requires no second. After the question has been stated, it is in possession of the Legislature, and a member can neither withdraw nor modify it without the consent of the Legislature.

RULE 4.17 MOTIONS WHEN RECEIVABLE:

When a question is under debate, no motion shall be entertained unless:

- 1) for an adjournment;
- 2) to lay on the table;
- 3) for the previous questions;
- 4) to postpone;
- 5) to refer to a committee;
- 6) to amend.

These motions shall have preference in the order in which they are here stated; the first four motions are neither amendable nor debatable.

RULE 4.18 ADJOURNMENT:

A motion to adjourn may be made by a member who has the floor; it cannot be made during a roll call or when the Legislature is engaged in voting and it shall be decided without debate.

RULE 4.19 MOVING THE QUESTION:

A. The Chair shall not close debate so long as any member who has not exhausted his/her right to debate desires the floor, except by order of the Legislature, which requires a 2/3 majority

to be reconsidered.

**RULE 4.23 MINUTES OF MEETINGS OF
THE LEGISLATURE:**

A. All resolutions, reports of committees of this Legislature, reports of County Officers, notices and communications from State Officers directing the levy of any tax shall be printed in full in the proceedings of the Legislature.

B. The printed minutes of the Clerk shall record the reading of other communications with sufficient description to show their nature and purpose, but they need not be printed in full in the proceedings except upon the order of this Legislature. Public comment shall be included in the minutes, which will include the name of the person who speaks.

C. In all cases where a resolution or motion is entered on the minutes the Clerk shall enter the name of the moving members.

D. A draft of the previous regular monthly meeting's minutes shall be given to Legislators, either by e-mail or in their mail boxes, no later than five days before the next regularly scheduled monthly meeting. Accepted minutes shall be made available to Legislators no more than seven days after the meeting at which they were accepted. The same requirements shall apply to the minutes of any special meeting conducted by the Legislature.

RULE 4.24 WHERE NO EXPRESS RULE IS PROVIDED:

Except as herein otherwise provided, Robert's Rules of Order (newly revised), shall be applicable and shall govern.

RULE 4.25 STATE STATUTE OR COUNTY CHARTER

SHALL GOVERN:

A. In the event that any Rules herein, or portion thereof, is inconsistent or in conflict with any State Statute or County Charter, the said State Statute or County Charter shall govern.

B. In the absence of any rule or in the event of an inconsistency of any rules of this Legislature with respect to any requirement of the statutes of the State of New York or the County Charter, such statutory provision or requirement shall be deemed to be a part of these Rules and such statute shall govern.

RULE 4.26 AMENDMENT TO RULES:

The Legislature shall have the power to amend these Rules by affirmative vote of a majority of the whole Legislature.

ARTICLE V

COMMITTEES

RULE 5.1 CREATION OF COMMITTEES:

For the purpose of aiding or assisting the Legislature in the transaction of its business, the Legislature shall create Standing and Special Committees. The local law or resolution creating such Standing or Special Committee shall specify the power, duties and number of such committee members.

**RULE 5.2 GENERAL DUTIES AND FUNCTIONS
OF COMMITTEES:**

Every committee shall have actual or implied authority to do whatever is necessary to carry out the functions of the committee

or whatever is reasonably incidental thereto, and shall do things as may be necessary or advisable to comply with the requirements of the law and of this Legislature.

RULE 5.3 TIME AND MANNER OF APPOINTMENT COMMITTEES:

Except as specifically required by law, all committees of this Legislature shall be appointed from its membership by the Chairman within thirty (30) days from the date of the Organizational Meeting by filing with the Clerk a list showing the name of the committee and the membership thereof and all vacancies shall be filled in like manner. The Clerk shall, upon receipt of such list, mail a copy to each member of the Legislature. Those committees specifically required to be appointed pursuant to law shall be created as directed by Statute. The Chairman of the Legislature, Majority Leader, Assistant Majority Leader, Minority Leader and Assistant Minority Leader shall be ex officio members of each of said Committees.

RULE 5.4 TERM OF COMMITTEE MEMBERSHIP:

A member of any Standing or Special Committee shall serve until the end of the year of his/her appointment unless sooner replaced by the Chairman for stated written cause. Each member of any Special Committee shall serve for a period specified in the resolution appointing him/her unless sooner replaced by the Chairman, provided, however, no committee member shall serve longer than the term of which he/she shall have been elected as Legislator.

RULE 5.5 RULES OF PROCEDURE FOR COMMITTEES:

A. The Chairman of each committee shall be the Presiding Officer and shall cause the members thereof to be notified twenty-

four (24) hours in advance of each meeting and call all necessary and required meetings. Upon his refusal or neglect to call any meeting, the Clerk of the Legislature upon written request signed by a majority of the committee shall call such meetings. Each committee shall perform the duties assigned to it by the Legislature and such other duties as may be required by law.

B. The Order of Business at each meeting of Committees of the County Legislature shall be as follows:

- a) Roll Call by the Clerk
- b) Presentations and Reports
- c) Privilege of the floor with respect to printed agenda items, except during budget review sessions of the Budget & Finance Committee subject to Rule 5.13 (A).
- d) Consideration of Resolutions with respect to printed agenda items
- e) Other Business
- f) Adjournment

C. A quorum shall be defined as a majority of the members of any given committee including the Chairman of the Legislature, the Majority Leader, the Minority Leader, the Assistant Majority Leader, and the Assistant Minority Leader.

For the purpose of conducting the business of any given committee, a quorum must be maintained. Except as provided in Rule 4.12, once a quorum has been established all voting shall be decided by a majority of those present and voting, including the Chairman of the Legislature, the Majority Leader, the Minority Leader, the Assistant Majority Leader and the Assistant Minority Leader. Except as provided in Rule 4.12, all committee determinations shall be on recorded roll call vote of a majority of those present and voting. All votes shall be cast in person in open session of the committee.

shall be deemed to authorize the delegation of the power, duties, or responsibilities of the legislature, or of any officer.

RULE 5.8 REFERENCE TO COMMITTEES:

A. No action shall be taken by the Legislature upon any matter or resolution on the same day on which it is presented, except for the election or appointment of the Chairman, Clerk, and Deputy Clerk of the County Legislature, members of committees whose terms have expired, resolutions directing the Chairman and the Clerk of the Legislature to sign tax rolls and affix the seal of the Legislature thereto, resolutions ratifying and confirming the tax rolls and directing the collection of taxes, and matters or resolutions which have theretofore been considered by and reported out of committee.

B. Except by unanimous consent of the Legislature in attendance, no matter, except the election or appointment of the Chairman, Clerk, and Deputy Clerk of the County Legislature, shall be acted upon by the Legislature until after reported out by the proper committee.

C. Any resolution considered by a committee shall be considered by any subsequent committee in the form reported out by the prior committee. The resolution considered or amended by the last committee to consider or amend such resolution shall be the version of such resolution listed on the Legislature's meeting agenda.

RULE 5.9 REFERENCE TO SPECIAL COMMITTEE:

Upon the majority vote of all members of the Legislature, any matter entrusted to any committee may be withdrawn from the consideration of such committee and referred to a

D. The chairman of a committee shall not close debate so long as any member of the committee who has not exhausted his/her right to debate desires the floor, except by order of the committee, which requires a 2/3 majority of those members present. Every member of the committee present shall have the opportunity to speak at least once for a period not to exceed ten minutes.

E. No report shall be made by any committee on any subject referred to it in the absence of approval by a majority of the said committee unless a majority of the Legislature so orders or directs.

F. All committee meetings shall be open to the public, except as otherwise provided by law.

G. The Chairman of each committee shall appoint a standing subcommittee for the purpose of reviewing and making recommendations regarding appointments submitted for confirmation by the Legislature. Such appointments to the standing subcommittee will be provided to the Majority and Minority leaders by February 1st along with any changes that are made during such term.

RULE 5.6 COMMITTEE AUTHORIZED TO ACCEPT HELP FROM NON-MEMBERS

Any committee of this Legislature is authorized to accept advice and counsel from citizens who are not members of the Legislature.

RULE 5.7 POWERS AND DUTIES OF THE LEGISLATURE NOT BE DELEGATED:

Except when expressly authorized by law, nothing herein

special committee appointed in such manner as the resolution withdrawing such matter shall direct.

RULE 5.10 RESIGNATION FROM COMMITTEE:

No member shall be entitled to resign from any Committee to which he/she has been appointed unless said application has been approved by the Chairman of the Legislature.

RULE 5.11 PRESIDING OFFICER OF THE COMMITTEE OF THE WHOLE:

In forming a Committee of the Whole Legislature, the Chairman shall leave the Chair and appoint another Legislator to preside.

RULE 5.12 RULES FOR THE COMMITTEE OF THE WHOLE:

A. The Rules of the Legislature shall be observed by this Committee so far as they may be applicable except limiting the number of times of speaking and except that the yeas and nays shall not be taken on substantive matters and except that a motion to rise and report progress shall always be in order and decided without debate.

B. The Committee of the Whole shall be open to the public, except as otherwise provided by law, with no public comment.

RULE 5.13 STANDING COMMITTEES OF THE

LEGISLATURE:

A. BUDGET, FINANCE, AND PERSONNEL

This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.

Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of the law and the action of the Legislature with respect to:

- 1) Annual Budget Review
- 2) Arts, History, Tourism
- 3) County Comptroller
- 4) Dutchess Community College
- 5) Economic Development Corporation
- 6) Economic Development Zone
- 7) Employee Contracts
- 8) Finance
- 9) Grants
- 10) Human Resources
- 11) Industrial Development Agency
- 12) Leases
- 13) Merit Awards
- 14) Off-Track Betting
- 15) Taxes - hotel/motel, property, sales
- 16) Above Department Budget Amendments

Notwithstanding Rule 5.5 (B)(c) it is intended that public

comment on the Tentative Budget and the reports by this committee will be reserved for a public hearing(s) on said budget.

B. ENVIRONMENT

This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.

Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:

- 1) Cooperative Extension
- 2) Environmental Impact Statements
- 3) Environmental Management Council
- 4) Fish & Wildlife
- 5) Grants
- 6) Forest Practice Board
- 7) Planning and Development, Department of
- 8) Resource Recovery Agency
- 9) Soil Conservation Board
- 10) Solid Waste Agency
- 11) Water and Natural Resources
- 12) Above Department Budget Amendments

C. FAMILY AND HUMAN SERVICES

This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.

Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to

or arising out of the requirements of law and the action of the Legislature with respect to:

- 1) Community Action Agency
- 2) Family Court
- 3) Grants
- 4) Health Department
Weights and Measures
- 5) Mental Hygiene Department
- 6) Services for Aging, Veterans, and Youth
- 7) Social Services Department
- 8) Voluntary Action Agency
- 9) Above Department Budget Amendments

D. GOVERNMENT SERVICES AND ADMINISTRATION

This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.

Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:

- 1) Board of Elections
- 2) Board/Code of Ethics
- 3) Central Services, Division of
- 4) Computer Information Services, Office of
- 5) County Attorney
- 6) County Charter
- 7) County Clerk
- 8) County Executive
- 9) County Legislature
- 10) Grants
- 11) Local Laws

12) Above Department Budget Amendments

E. PUBLIC SAFETY

This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.

Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and action of the Legislature with respect to:

- 1) Commissioner of Jurors
- 2) County of Courts (except Family Court)
- 3) County Sheriff
- 4) District Attorney
- 5) Emergency Response, Department of
- 6) Grants
- 7) Homeland Security
- 8) Probation, Department of
- 9) STOP-DWI
- 10) Traffic Safety
- 11) Above Department Budget Amendments

F. PUBLIC WORKS AND CAPITAL PROJECTS

This committee shall consist of twelve (12) members of the Legislature inclusive of ex officio members.

Except as to matters specifically assigned to other committees, this committee shall have referred to it all matters relating to or arising out of the requirements of law and the action of the Legislature with respect to:

- 1) Capital Budget

- 2) Capital Projects
- 3) Grants
- 4) Public Works, Department of
 - Airport
 - Buildings and Grounds
 - Dutchess Stadium
 - Highways
 - Parks
- 5) Above Department Budget Amendments
- 6) Transportation

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Government Services and Administration Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 12 0
 Yes No
 Abstentions: 0

2012020 ADOPTION OF THE PERMANENT RULES OF THE
 DUTCHESS COUNTY LEGISLATURE

Date: 1/19/12

Government Services and Administration Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		✓
District 3 - Town of LaGrange	Borchert*		✓
District 6 - Town of Poughkeepsie	Flesland*		✓
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		✓
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss		✓
District 14 - Town of Wappinger	Amparo		✓
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		✓
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		
Present: <u>12</u>	Resolution: <u> </u>	Total: <u>5</u>	<u>7</u>
Absent: <u>0</u>	Motion: <u>✓</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u> </u>	

MK-JI

defeated

Rule 4.19 B

While a member may participate in the debate earlier in the meeting, a member seeking to move the question may not debate the resolution or local law immediately preceding the motion to move the question.

1-19-12

Resolution 2012020

Government Services and Administration Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		✓
District 3 - Town of LaGrange	Borchert*		✓
District 6 - Town of Poughkeepsie	Flesland*		✓
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	✓	
District 9 - City of Poughkeepsie	White (VC)	✓	
District 12 - Town of East Fishkill	Weiss		✓
District 14 - Town of Wappinger	Amparo	✓	
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		✓
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		✓
District 20 - Town of Red Hook	Traudt		✓
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		✓

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: ✓

Total: 4 Yes 8 No
 Abstentions: 0

BJJ - A MAC

Pg. 6 Rule 3.1 d - Privilege of the floor w/
 respect to agenda and non agenda items with
 a time limit of up to 30 minutes

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		✓
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		✓
District 6 - Town of Poughkeepsie	Flesland		✓
District 14 - Town of Wappinger	Amparo	✓	
District 7 - Town of Hyde Park	Perkins		✓
District 1 - Town of Poughkeepsie	Doxsey	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		✓
District 3 - Town of LaGrange	Borchert		✓
District 4 - Town of Hyde Park	Serino		✓
District 5 - Town of Poughkeepsie	Roman		✓
District 9 - City of Poughkeepsie	White		✓
District 10 - City of Poughkeepsie	Jeter-Jackson	✓	
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		✓
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		✓
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		✓
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery	✓	
District 17 - Town and Village of Fishkill	Miccio		✓
District 18 - City of Beacon	Forman		✓
District 20 - Town of Red Hook	Traudt	✓	
District 21 - Town of East Fishkill	Horton	✓	
District 22 - Town of Beekman	Hutchings		✓
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		✓
District 24 - Towns of Dover and Union Vale	Surman		✓
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		✓

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: ✓

Total: 7 18
 Yes No
 Abstentions: 0

Amendment defeated

2012020 JT - BJ-3
 pg. 6 add E. Privilege of the Floor
 with respect to non
 agenda items
 1-23-12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	✓	
District 6 - Town of Poughkeepsie	Flesland	✓	
District 14 - Town of Wappinger	Amparo	✓	
District 7 - Town of Hyde Park	Perkins	✓	
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson	✓	
District 3 - Town of LaGrange	Borchert	✓	
District 4 - Town of Hyde Park	Serino	✓	
District 5 - Town of Poughkeepsie	Roman	✓	
District 9 - City of Poughkeepsie	White	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson	✓	
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss	✓	
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner	✓	
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery	✓	
District 17 - Town and Village of Fishkill	Miccio	✓	
District 18 - City of Beacon	Forman	✓	
District 20 - Town of Red Hook	Traudt	✓	
District 21 - Town of East Fishkill	Horton	✓	
District 22 - Town of Beekman	Hutchings	✓	
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes	✓	
District 24 - Towns of Dover and Union Vale	Surman	✓	
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey	✓	

Present: 25 Resolution: ✓ Total : 23 2
 Absent: 0 Motion: Yes No
 Vacant: 0 Abstentions: 0

2012020 ADOPTION OF THE PERMANENT RULES OF THE
 DUTCHESS COUNTY LEGISLATURE

Date: 1/23/12

Discussion on Resolution No. 2012020 proceeded as follows:

Legislator Tyner made a motion, duly seconded, to amend the foregoing resolution, to add the following:

Rule 3.1, Order of Business

E. Privilege of the Floor with respect to non-agenda items;
and re-letter the remaining items accordingly.

Roll call vote on the foregoing motion resulted as follows:

AYES: 7 Amparo, Horton, Jeter-Jackson, MacAvery, Traudt,
Doxsey, Tyner

NAYS: 18 Rolison, Cooper, Flesland, Perkins, Wilkinson, Borchert,
Serino, Roman, White, Weiss, Bolner, Incoronato, Miccio,
Forman, Hutchings, Thomes, Surman, Kelsey

ABSENT: 0

The foregoing motion was defeated.

Roll call vote on the foregoing Resolution No. 2012020 resulted as follows:

AYES: 23 Amparo, Bolner, Borchert, Cooper, Flesland, Forman,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey,
MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Weiss, White, Wilkinson

NAYS: 2 Doxsey, Tyner

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012021

RE: AUTHORIZING THE DESIGNATION OF COUNTY OF DUTCHESS AS THE "PLANNING UNIT" PURSUANT TO NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW SECTION 27-0107

LEGISLATORS MICCIO, TRAUDT, BORCHERT, FLESLAND, ROLISON, ROMAN, BOLNER, and HORTON offer the following and move its adoption:

WHEREAS, the New York State Environmental Conservation Law (ECL) Section 27-0106 outlines the State solid waste management policy which in summary form is to: reduce the amount of solid waste generated; reuse material and recycle that material which cannot be reused; recover, in an environmentally acceptable manner, energy from solid waste and dispose of that waste which cannot be reused, recycled or recovered pursuant to programs approved by NYS Department of Environmental Conservation (NYS DEC), and

WHEREAS, ECL Section 27-0107 and the regulations adopted pursuant thereto authorize the preparation of a Local Solid Waste Management Plan (LSWMP) by counties and other local governments, referred to as "planning units", in order to accomplish the goals set forth in ECL Section 27-0106, and

WHEREAS, the Dutchess County Resource Recovery Agency (RRA), pursuant to the agency's Resolution 204 of 1989, declared itself to be the planning unit in connection with the preparation of the LSWMP which was finalized and adopted in February 1992, and

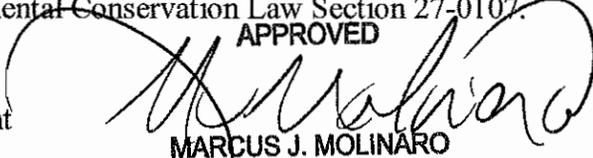
WHEREAS, the NYS DEC has required that the county's planning unit submit an acceptable updated LSWMP which shall address the issues of solid waste management in Dutchess County, and

WHEREAS, ECL Section 27-0107 states that a county qualifies as a planning unit, and

WHEREAS, the RRA has no objection to the County being designated as the planning unit, now therefore, be it

RESOLVED, that the County of Dutchess is hereby authorized to be the county's planning unit pursuant to New York State Environmental Conservation Law Section 27-0107.

CA-12-12 JMF/ca/G-1488
1/10/12 Fiscal Impact: See attached statement

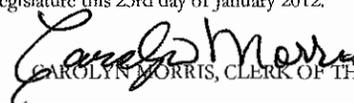
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


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: James M. Fedorchak, County Attorney

Resolution 204

WHEREAS, Sections 27-0107 and 27-0109 of the Environmental Conservation Law (ECL) respectively identify the purpose and scope of local solid waste management plans and provide State financial assistance to planning units to develop local solid waste management plans; and

WHEREAS the Dutchess County Resource Recovery Agency
(Legal Name of Applicant)

herein called the PLANNING UNIT, has examined and duly considered ECL 27-0107 and 27-0109 and the PLANNING UNIT deems it to be in the public interest and benefit to prepare a local solid waste management plan consistent with ECL 27-0107 and 6 NYCRR 350-15 (herein called the PLAN) and to file an application for State financial assistance under ECL 27-0109 and 6 NYCRR 360-15 (herein called the APPLICATION); and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the State, and the PLANNING UNIT be executed for such State financial assistance;

NOW, THEREFORE, BE IT RESOLVED BY Dutchess County Resource Recovery Agency
(Governing Body of Applicant)

1. That Dutchess County Resource Recovery Agency
(Legal Name of Applicant)
declares itself to be a planning unit for purposes of ECL 27-0107, 27-0109, and 27-0707 and their respective implementing regulations.
2. That the filing of the APPLICATION, including all understandings and assurances contained in the application in the form required by the State of New York and in conformity with ECL 27-0109 and 6 NYCRR 360-15, is hereby authorized.
3. That the PLANNING UNIT agrees that it will fund its portion of the cost of its PLAN.
4. That the PLANNING UNIT hereby agrees to proceed expeditiously with preparation of its PLAN and with the implementation of its PLAN as may be approved by the Department of Environmental Conservation, and that it will abide by the procedures, policies, and requirements of the State of New York concerning hiring, affirmative action, accounting, contracting, and recordkeeping; and

5. That the Executive Director is
(Title of PLANNING UNIT'S Designated Authorized Representative)

hereby authorized and directed to serve as the representative of the PLANNING UNIT in connection with the APPLICATION, to provide such additional information as may be required, and to execute the resulting contract on behalf of the PLANNING UNIT if the APPLICATION is approved by the STATE.

6. That this Resolution shall take effect immediately.
7. That four (4) Certified Copies of this Resolution be prepared and sent to the NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ALBANY, NEW YORK 12233, together with a complete application.

revisions 6/9/89 4-0

CERTIFICATE OF RECORDING OFFICER

That the attached Resolution is a true and correct copy of a Resolution of the Board of the Dutchess County Resource Recovery Agency

(Governing Body of Applicant)

declaring Dutchess County Resource Recovery Agency

(Name of Applicant)

to be a planning unit for purposes of ECL 27-0107, 27-0109, and 27-0707 and 6 NYCRR 360-15; authorizing

the Executive Director

(Title of Authorized Representative)

to execute on its behalf as the planning unit the execution of an application for State financial assistance; authorizing the execution of a State Contract on behalf of

Dutchess County Resource Recovery Agency; and

(Name of Applicant)

agreeing to proceed expeditiously with preparation of a local solid waste management plan and with the implementation of a local solid waste management plan as may be approved by the Department of Environmental Conservation, and to abide by the procedures, policies, and requirements of the State concerning hiring, affirmative action, accounting, contracting, and recordkeeping; and assuring funding of the municipal portion of the cost of preparing the local solid waste management plan, as regularly adopted at a legally convened meeting of the

Board of Dutchess County Resource Recovery Agency

(Governing Body of Applicant)

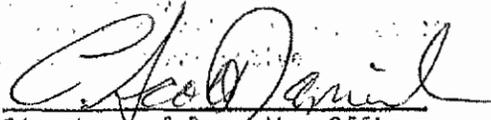
duly held on the 9th day of June, 1989 and further that such Resolution has been fully recorded in the

Minutes in my office.

(Title of Record Book)

In witness whereof, I have hereunto set my hand this 9th day of June, 1989.

If the Applicant has an Official Seal, Impress here.



Signature of Recording Officer

Secretary of State

Title of Recording Officer

Environment Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*	✓	
District 6 - Town of Poughkeepsie	Flesland*	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	✓	
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner	✓	
District 14 - Town of Wappinger	Amparo	✓	
District 17 - Town and Village of Fishkill	Miccio	✓	
District 20 - Town of Red Hook	Traudt (C)	✓	
District 21 - Town of East Fishkill	Horton	✓	
District 24 - Towns of Dover and Union Vale	Surman (VC)	✓	

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 11 1
 Yes No
 Abstentions: 0

2012021 AUTHORIZING THE DESIGNATION OF COUNTY OF DUTCHESS AS THE "PLANNING UNIT" PURSUANT TO NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW SECTION 27-0107

Date: 1/19/12

Resolution

Environment Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		✓
District 3 - Town of LaGrange	Borchert*		✓
District 6 - Town of Poughkeepsie	Flesland*		✓
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	✓	
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		✓
District 14 - Town of Wappinger	Amparo	✓	
District 17 - Town and Village of Fishkill	Miccio		✓
District 20 - Town of Red Hook	Traudt (C)		✓
District 21 - Town of East Fishkill	Horton		✓
District 24 - Towns of Dover and Union Vale	Surman (VC)		✓

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: ✓

Total: 4 8
 Yes No
 Abstentions: 0

Add to JT-BJS Last Resolve Amendment with the C.E working together with the C.L. and the County department of Solid Waste Management - defeated

Environment Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Traudt (C)		
District 21 - Town of East Fishkill	Horton		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: _____
 Motion: ✓

Total: 12 0
 Yes No
 Abstentions: 0

JM - AF

Call the Question on
amendment

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		✓
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		✓
District 6 - Town of Poughkeepsie	Flesland		✓
District 14 - Town of Wappinger	Amparo		✓
District 7 - Town of Hyde Park	Perkins	✓	
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		✓
District 3 - Town of LaGrange	Borchert		✓
District 4 - Town of Hyde Park	Serino		✓
District 5 - Town of Poughkeepsie	Roman		✓
District 9 - City of Poughkeepsie	White		✓
District 10 - City of Poughkeepsie	Jeter-Jackson		✓
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		✓
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		✓
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		✓
District 17 - Town and Village of Fishkill	Miccio		✓
District 18 - City of Beacon	Forman		✓
District 20 - Town of Red Hook	Traudt		✓
District 21 - Town of East Fishkill	Horton		✓
District 22 - Town of Beekman	Hutchings		✓
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		✓
District 24 - Towns of Dover and Union Vale	Surman		✓
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		✓

Present: 25 Resolution: Total: 3 22
 Absent: 0 Motion: Yes No
 Vacant: 0 Abstentions: 0

JT /JI

2012021

default

Last Resolved that the C of Dutchess is hereby authorized to be the County's

Planning Unit Pursuant to NY SECL Section 27-0107, working with the CE together w/ the

1-23-12 CL and the County of Dutchess Dept of Solid Waste Mgmt

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Doxsey	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson	<input type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Serino	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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	Weiss	<input type="checkbox"/>	<input type="checkbox"/>
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery	<input type="checkbox"/>	<input type="checkbox"/>
District 17 - Town and Village of Fishkill	Miccio	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon	Forman	<input type="checkbox"/>	<input type="checkbox"/>
District 20 - Town of Red Hook	Traudt	<input type="checkbox"/>	<input type="checkbox"/>
District 21 - Town of East Fishkill	Horton	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Town of Beekman	Hutchings	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Town/Village 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 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey	<input type="checkbox"/>	<input type="checkbox"/>

Present: 25
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2012021 AUTHORIZING THE DESIGNATION OF COUNTY OF DUTCHESS AS THE "PLANNING UNIT" PURSUANT TO NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW SECTION 27-0107

Date: 1/23/12

Discussion on Resolution No. 2012021 proceeded as follows:

Legislator Tyner made a motion, duly seconded, to amend the foregoing resolution to add the following Resolved:

Resolved, that the County of Dutchess is hereby authorized to be the county's planning unit pursuant to New York State Environmental Conservation Law Section 27-0107, with the County Executive working together with the County Legislature and the Dutchess County Department of Solid Waste Management

Roll call vote on the foregoing motion resulted as follows:

AYES: 3 Incoronato, Tyner, Perkins

NAYS: 22 Rolison, Cooper, Flesland, Amparo, Wilkinson, Borchert, Serino, Roman, White, Jeter-Jackson, Weiss, Bolner, Miccio, Forman, Hutchings, Thomes, Surman, Kelsey, Horton, Traudt, MacAvery, Doxsey

ABSENT: 0

The foregoing motion was defeated.

Roll call vote on the foregoing Resolution No. 2012021 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012022

RE: ALLOCATING THE POSITION OF DEPUTY COMMISSIONER
FOR STRATEGIC PLANNING, AND ECONOMIC DEVELOPMENT

Legislators COOPER, ROLISON, BORCHERT, FLESLAND, and TRAUDT
offer the following and move its adoption:

WHEREAS, economic conditions require a senior County Officer dedicated to recruiting and retaining businesses within Dutchess County who will coordinate County agencies with municipalities, public authorities and private enterprise to foster economic development and job growth within the County, and

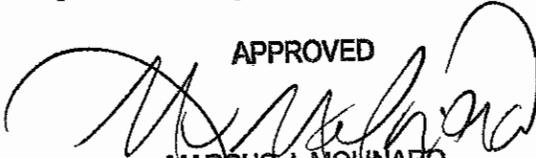
WHEREAS, the Commissioner of Human Resources and the Commissioner of Planning & Development have consulted and concluded that the logical department for such a position is the Dutchess County Department of Planning & Development, and

WHEREAS, Section 12.04 of the Dutchess County Charter authorizes the Commissioner of Planning & Development to appoint such Deputies as shall be authorized by the County Legislature, and

WHEREAS, the Commissioner of Human Resources has developed a job description for such Officer and has concluded the appropriate management job grade within the Management and Confidential Employees Compensation Program would be an "MH", now therefore be it

RESOLVED, this Legislature hereby authorizes and assigns the permanent position of "Deputy Commissioner for Strategic Planning, and Economic Development" within the Dutchess County Department of Planning & Development, to a Management Grade "MH" in the Management and Confidential Employees Compensation Program effective immediately.

CA-13-12
ADR/kvh/P-1356
01/10/12
Fiscal Impact: See attached statement

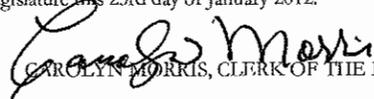
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/27/2012

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 23rd day of January 2012, 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 23rd day of January 2012.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Section 12.01. Department of Planning and Development; Commissioner; Appointment; Qualifications; Term. There shall be a Department of Planning and Development under the direction of a Commissioner of Planning and Development, who shall be appointed by the County Executive subject to confirmation by the County Legislature. He shall be appointed on the basis of his professional training and experience and other qualifications for the responsibilities of his office. He shall be directly responsible to, and serve at the pleasure of, the County Executive.

Section 12.02. Powers and Duties. The Commissioner of Planning and Development shall be the chief administrative officer of the department. Except as may otherwise be provided in this Charter, he shall have all the powers and perform all the duties conferred or imposed by law upon a county commissioner of planning and development or a county planning board, and shall perform such other and related duties required by the County Executive or County Legislature.

Section 12.03. Planning Board; Appointment; Vacancies. There shall be within the Department of Planning and Development an advisory Planning Board consisting of thirteen (13) members. All members shall be residents of Dutchess County. Nine members shall be appointed by the County Executive, subject to confirmation of the County Legislature. Four members shall be appointed by the County Legislature. Of the County Executive appointments, one member shall be a resident of the City of Poughkeepsie and one member shall be a resident of the City of Beacon. Initially, the County Executive shall appoint three members for a term of one year, three members for a term of two years and three members for a term of three years. All subsequent appointments to fill vacancies resulting from the expiration of terms shall be for three years. Of the Legislative appointments, one member shall be a resident of one of the Villages in the County and be appointed for a term of one year. One member shall be appointed for a term of two years and two members shall be appointed for a term of three years. All subsequent Legislative appointments to fill vacancies resulting from the expirations of terms shall be for three years. Vacancies occurring other than by expiration of term shall be filled for the balance of the term remaining in the same manner and by the same appointing authority as the original appointment. In making appointments members should be considered with a background and involvement dealing with housing, conservation, the environment, economic development, infrastructure (including water, sewer and transportation) and planning. The Board shall consider matters relating to metropolitan, regional, county or municipal planning, development, transportation, infrastructure, housing and land use and shall advise the County Legislature, the County Executive and the Commissioner and make recommendations to them. ²⁸

Section 12.04. Deputy Commissioners and Staff. The Commissioner of Planning and Development shall have the power to appoint such Deputy Commissioners, assistants and employees of his department and shall be authorized by the County Legislature. All such appointees shall be directly responsible to, and serve at the pleasure of, the Commissioner, except as otherwise provided by this Charter, the Administrative Code or applicable law.

Section 12.05. Acting Commissioner. The Commissioner of Planning and Development, subject to approval by the County Executive, shall designate in writing, and in order of succession, the Deputy Commissioners and assistants who shall be Acting Commissioner of Planning and Development in the event of his absence from the County or inability to perform and

**DEPUTY COMMISSIONER FOR STRATEGIC PLANNING AND ECONOMIC
DEVELOPMENT**

DISTINGUISHING FEATURES OF THE CLASS:

This is a key administrative position involving responsibility for providing leadership and managing the County's responsibilities as they relate to strategic planning and policies to stimulate interest in the County for economic development opportunities as well as business retention. The Deputy Commissioner performs a range of professional, administrative and managerial duties related to supporting the Dutchess County Economic Development Corporation and the Dutchess County Industrial Development Agency as they relate to County economic development. The Deputy Commissioner will take the lead in establishing and chairing an *Economic Cabinet* of the County's senior management team responsible for advancing the County Executive's economic development policies and vision, developing and maintaining positive relationships with business and facilitating communications which support business and industry. The Deputy Commissioner acts as a sounding board for the County Executive and Commissioner of Planning and Development on a range of issues, including organizational strategy and design, and County economic development priorities. General direction is received from the Commissioner of Planning and Development and from the County Executive with respect to economic development issues. Travel in the course of a workday may be required. Assignments outside of normal working hours may be given.

TYPICAL WORK ACTIVITIES:

Typical work activities for incumbents in this title include those listed below in addition to those work activities performed by lower level titles. They are indicative of the level and types of activities performed by incumbents in this title. They are not meant to be all inclusive and do not preclude a supervisor from assigning activities not listed which could be reasonably expected to be performed by an employee in this title.

1. Manages County government's priorities as they relate to economic development;
2. Provides leadership, direction and vision for strategic planning, policy development and communications as they relate to economic development;
3. Acts as representative of the Executive Branch of County Government in contacts with other public bodies, private interests and civic groups to promote and facilitate economic development in the County;
4. Acts as primary liaison to the County Executive, working with executive staff on various issues including policy, communications and intergovernmental issues as they relate to economic development;
5. Oversees the County's public authorities and economic assets including, but not limited to, the Dutchess County Resource Recovery Agency and the Dutchess County Water and Wastewater Authority;
6. Acts as primary liaison for County Government to other state and local economic development departments, corporations, agencies and authorities for issues relating to economic development in Dutchess County;

**DEPUTY COMMISSIONER FOR STRATEGIC PLANNING AND ECONOMIC
DEVELOPMENT (Cont'd)**

RECOMMENDED TRAINING AND EXPERIENCE:

- EITHER: (A) Graduation from a regionally accredited or New York State recognized college or university with a Master's degree in urban or regional Planning, public administration, political science, municipal government, economics, environmental studies, or closely-related field AND Four (4) years administrative and supervisory experience in city, county or regional planning and economic development.
- OR: (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in urban or regional Planning, public administration, political science, municipal government, economics, environmental studies, or closely-related field AND Five (5) years administrative and supervisory experience in city, county or regional planning and economic development.

SPECIAL REQUIREMENT:

Possession of a New York State Driver's License at time of appointment.

ADOPTED: 01/17/12

Attached is amended background to Resolution 2012022.

The job specification for Deputy Commissioner for Strategic Planning and Economic Development was amended. Number eight in typical activities was changed by removing provide leadership and replacing it with provide technical assistance. This change is a more suitable description of the relationship of the position with local municipal planning and zoning boards.

Amended Background to Resolution 2012022

DEPUTY COMMISSIONER FOR STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT

DISTINGUISHING FEATURES OF THE CLASS:

This is a key administrative position involving responsibility for providing leadership and managing the County's responsibilities as they relate to strategic planning and policies to stimulate interest in the County for economic development opportunities as well as business retention. The Deputy Commissioner performs a range of professional, administrative and managerial duties related to supporting the Dutchess County Economic Development Corporation and the Dutchess County Industrial Development Agency as they relate to County economic development. The Deputy Commissioner will take the lead in establishing and chairing an *Economic Cabinet* of the County's senior management team responsible for advancing the County Executive's economic development policies and vision, developing and maintaining positive relationships with business and facilitating communications which support business and industry. The Deputy Commissioner acts as a sounding board for the County Executive and Commissioner of Planning and Development on a range of issues, including organizational strategy and design, and County economic development priorities. General direction is received from the Commissioner of Planning and Development and from the County Executive with respect to economic development issues. Travel in the course of a workday may be required. Assignments outside of normal working hours may be given.

TYPICAL WORK ACTIVITIES:

Typical work activities for incumbents in this title include those listed below in addition to those work activities performed by lower level titles. They are indicative of the level and types of activities performed by incumbents in this title. They are not meant to be all inclusive and do not preclude a supervisor from assigning activities not listed which could be reasonably expected to be performed by an employee in this title.

1. Manages County government's priorities as they relate to economic development;
2. Provides leadership, direction and vision for strategic planning, policy development and communications as they relate to economic development;
3. Acts as representative of the Executive Branch of County Government in contacts with other public bodies, private interests and civic groups to promote and facilitate economic development in the County;
4. Acts as primary liaison to the County Executive, working with executive staff on various issues including policy, communications and intergovernmental issues as they relate to economic development;
5. Oversees the County's public authorities and economic assets including, but not limited to, the Dutchess County Resource Recovery Agency and the Dutchess County Water and Wastewater Authority;

6. Acts as primary liaison for County Government to other state and local economic development departments, corporations, agencies and authorities for issues relating to economic development in Dutchess County;

DEPUTY COMMISSIONER FOR STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT (Cont'd)

TYPICAL WORK ACTIVITIES: (Cont'd)

7. Attends meetings and hearings and coordinates with other County, Federal and State officials and agencies concerning economic development issues;
8. Meets with the public, developers and contractors, works with municipal planning and zoning boards to provide technical assistance and recommendations related to economic development and to facilitate the interpretation of information contained in the County's general plan and code;
9. Conducts public meetings and hearings as needed to solicit public response, explain policies and project options;
10. Educates the public through media, reports, public meetings and presentations regarding general County economic development policy as well as specific projects;
11. Collects, manages and analyzes data and creates reports in support of the Dutchess Economic Development Corporation and the Dutchess County Industrial Development Agency;
12. Conducts industry research, provides technical assistance, collects and analyzes data and provides forecasts to enhance Dutchess County's impact on location decisions, policy discussions and the viability of economic development projects;
13. Develops, organizes and facilitates ongoing comprehensive planning processes and procedures to meet current and long-range needs and to reach goals in the County's general plan relative to economic development;
14. Assists the Commissioner in carrying out all major projects and operations of the department.

FULL PERFORMANCE KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of modern principles and practices of planning and economic development, including urban and rural economic development, redevelopment and downtown development including administration and management;
- Knowledge of business and economic development financing;
- Knowledge of marketing techniques and economic development incentives;
- Knowledge of the organization and functions of local governments in New York State in order to effectively provide and obtain information and assistance from local agencies;
- Knowledge of modern management supervisory principles, practices and techniques;
- Ability to gather, assemble and evaluate data and arrive at a sound logical conclusion;
- Ability to prepare accurate and concise reports;
- Ability to establish and maintain effective and harmonious working relationships with governmental entities, business and industry, and the general public;
- Ability to meet and deal effectively with elected and appointed officials, regulatory officials and the public to explain and defend County and departmental positions;

Ability to communicate effectively and clearly both orally and in writing;
Personal characteristics necessary to perform the duties of the position;
Physical condition commensurate with the demands of the position

**DEPUTY COMMISSIONER FOR STRATEGIC PLANNING AND ECONOMIC
DEVELOPMENT (Cont'd)**

RECOMMENDED TRAINING AND EXPERIENCE:

- EITHER: (A) Graduation from a regionally accredited or New York State recognized college or university with a Master's degree in urban or regional Planning, public administration, political science, municipal government, economics, environmental studies, or closely-related field AND Four (4) years administrative and supervisory experience in city, county or regional planning and economic development.
- OR: (B) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in urban or regional Planning, public administration, political science, municipal government, economics, environmental studies, or closely-related field AND Five (5) years administrative and supervisory experience in city, county or regional planning and economic development.

SPECIAL REQUIREMENT:

Possession of a New York State Driver's License at time of appointment.

ADOPTED: 01/17/12

Revised

22

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*	✓	
District 6 - Town of Poughkeepsie	Flesland*	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson	✓	
District 7 - Town of Hyde Park	Perkins		✓
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 17 - Town and Village of Fishkill	Miccio (C)	✓	
District 18 - City of Beacon	Forman(VC)	✓	
District 22 - Town of Beekman	Hutchings	✓	
District 24 - Towns of Dover and Union Vale	Surman	✓	
Present: <u>12</u>	Resolution: ✓	Total : <u>9</u>	<u>3</u>
Absent: <u>0</u>	Motion: _____	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2012022 ALLOCATING THE POSITION OF DEPUTY COMMISSIONER FOR STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	/	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total: 24 1
 Yes No
 Abstentions: 0

2012022 ALLOCATING THE POSITION OF DEPUTY COMMISSIONER
 FOR STRATEGIC PLANNING AND ECONOMIC DEVELOPMENT

Discussion on Resolution No. 2012022 proceeded as follows:

Roll call vote on the foregoing Resolution No. 2012022 resulted as follows:

AYES: 24 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Weiss, White, Wilkinson

NAYS: 1 Tyner

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012023

RE: DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL PROPERTY TAX REFUNDS

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

WHEREAS, Section 556 of the Real Property Tax Law requires that the tax levying body approve or reject an application for a tax refund requested for a claimed unlawful entry, clerical error or error in essential fact, and

WHEREAS, Section 556 of the Real Property Tax Law allows the tax levying body to delegate the authority to perform the duties of such tax levying body, and

WHEREAS, said delegation is considered a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA") and does not require environmental impact statements or any other determination or procedure under Part 617, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby designates the Dutchess County Commissioner of Finance as the official who shall be authorized to make property tax refunds in accordance with applicable provisions of Section 556 of the Real Property Tax Law, and be it further

RESOLVED, that the Dutchess County Commissioner of Finance's authority is applicable only where the recommended refund is TWENTY FIVE HUNDRED DOLLARS and 00/100 (\$2,500.00) or less, and be it further

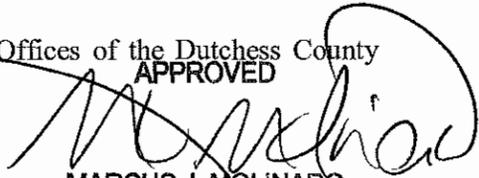
RESOLVED, that this resolution and the delegation authority it grants shall only be in effect during the calendar year in which it is adopted, and be it further

RESOLVED, that when the Commissioner of Finance denies the refund in whole or part, or the refund requested is an amount in excess of \$2,500.00, the Commissioner of Finance shall submit to the County Legislature for its review and disposition her written report and recommendation together with copies of the application and the reason for the denial of the refund, and be it future

RESOLVED, that on or before the 15th day of each month, the Dutchess County Commissioner of Finance shall submit a report to the County Legislature of the refunds processed during the preceding month, which report shall contain the name of the recipient, the location of the property, and the amount of the refund, and be it further

RESOLVED, that this resolution shall be filed in the Offices of the Dutchess County Clerk and the Clerk of the Dutchess County Legislature.

CA-03-12 1/3/12 PB:CM:db/ca/G-0145 Fiscal Impact: None

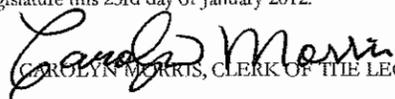
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

STATE OF NEW YORK
COUNTY OF DUTCHESS

Date 1/27/2012

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 23rd day of January 2012, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WIIEREOF, I have hereunto set my hand and seal of said Legislature this 23rd day of January 2012.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

	<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
	District 8 - City and Town of Poughkeepsie	Rolison*	✓	
	District 3 - Town of LaGrange	Borchert*		
	District 6 - Town of Poughkeepsie	Flesland*		
	District 10 - City of Poughkeepsie	Jeter-Jackson*		
	District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
	District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
	District 7 - Town of Hyde Park	Perkins		
	District 11 - Towns of Rhinebeck and Clinton	Tyner		
	District 17 - Town and Village of Fishkill	Miccio (C)		
	District 18 - City of Beacon	Forman(VC)		
	District 22 - Town of Beekman	Hutchings		
	District 24 - Towns of Dover and Union Vale	Surman		
Present:	<u>12</u>	Resolution: ✓	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion: _____	Yes	No
Vacant:	<u>0</u>		Abstentions: <u>0</u>	

2012023 DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN
REAL PROPERTY TAX REFUNDS

Date: 1/19/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper		
District 6 - Town of Poughkeepsie	Flesland		
District 14 - Town of Wappinger	Amparo		
District 7 - Town of Hyde Park	Perkins		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 9 - City of Poughkeepsie	White		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton		
District 22 - Town of Beekman	Hutchings		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 25
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 25 0
 Yes No
 Abstentions: 0

2012023 DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL PROPERTY TAX REFUNDS

Date: 1/23/12

Roll call vote on the foregoing Resolution No. 2012023 resulted as follows:

AYES: 25 Amparo, Bolner, Borchert, Cooper, Doxsey, Flesland,
Forman, Horton, Hutchings, Incoronato, Jeter-Jackson,
Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino,
Surman, Thomes, Traudt, Tyner, Weiss, White, Wilkinson

NAYS: 0

ABSTAIN: 0

ABSENT: 0

Resolution adopted.

**Commendation: Stanford Grange #808
Honored as "Distinguished Grange"**

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

Whereas, Stanford Grange #808 was established in Bangall, Town of Stanford on January 23, 1896, with 18 members; and Stanford Grange is the second oldest organization in the Town of Stanford, the first being a local church; and

Whereas, the Stanford Grange also established the Stanford Junior Grange #414 in 1938 and with the exception of the church, this was the first organization for children in the Town of Stanford; and

Whereas, in 1931, the Grange organized the Stanford Fire Company with Grange members serving as their first Board of Directors; in 1959 the Grange organized the First Annual Community Day and to date continues to sponsor this town-wide event every year; in 1964, the Grange was instrumental in the establishment of the Stanford Free Library; and

Whereas, in recent years the Grange has hosted "Meet the Candidates Nights" in October and May of each year for local, state and regional officials and the Pine Plains Central School Board to hold forums; the Grange also hosts a yearly "Foster Child Christmas Party" each December; the Grange further supports our Troops in the Military, sending them care packages; and

Whereas, in the late 1970's and early 1980's both Stanford Grange #808 and Stanford Junior Grange #414, were recognized as being in the top of their class both on a State and National level; and at the 144th Annual National Grange Convention held in North Carolina, Stanford Grange #808, was recognized and honored as a "Distinguished Grange" by the National Grange President and the National Grange Membership/Leader Director; Stanford Grange #808 is the only Grange in New York State and only one of thirteen Granges nationwide selected for this award in time for its 115th Anniversary; and

Whereas, the Stanford Grange #808 has now been recognized as a "Distinguished Grange Award" for the second year in a row; and the Stanford Grange will also be celebrating its 116th Anniversary on Sunday, January 22, 2012; now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby congratulate and commend Stanford Grange #808 and their many programs, in their current mission to help educate, offer community services, political forums and enlighten our youth for a positive future in Dutchess County.

Resolution No. 2012024

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 23rd day of January 2012, 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 23rd day of January 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012024 entitled, "Commendation: Stanford Grange #808 – Honored as "Distinguished Grange" was unanimously adopted.

Commendation: Celebrating the Career of Dutchess County Mental Hygiene Division Chief
Frank DiSiervo at the time of his Retirement.

Legislator Kelsey offers the following and moves its adoption:

Whereas, Frank DeSiervo, LCSW will retire this month after 34 years and nine months employment for Dutchess County Department of Mental Hygiene after a distinguished career where he started as Staff Social Worker on May 2, 1977, and rose through the ranks ultimately retiring as Division Chief for Mental Health Services, and

Whereas, Frank has been a hardworking advocate and voice for the people of Dutchess County who struggle with mental health and substance issues, and has often shared his passion and expertise for these people with the County Legislature, the Mental Hygiene Board, and all facets of county government, and

Whereas, prior to working for the County of Dutchess, Frank served in social work positions at the Rome Developmental Center and Dutchess County's own Wassaic Developmental Center, and

Whereas, Frank served in the U.S. Navy as a cook aboard Dutchess County's adopted Aircraft Carrier, the USS Franklin D. Roosevelt, and served as the Director of the Marist College Office of Veterans Affairs and at the Syracuse University Office of Veterans Affairs, and

Whereas, Frank has served as an adjunct instructor at both SUNY New Paltz in their Sociology Department, and at Marist College in their Social Work Department and their Masters in Public Administration Department for over thirty years, and

Whereas, Frank holds a bachelor's degree in Social Work from SUNY Brockport, and a Masters Degree in Social Work with a certificate from the Syracuse University Gerontology Center, and

Whereas, Frank will retire on January 27, 2012 and is looking forward to spending more time with his wife Phyllis and young daughters Halana and Gabrielle as well as volunteering in the community, now, therefore, be it

Resolved, that the Dutchess County Legislature wishes Frank DeSiervo a joyful retirement and imparts its gratitude to him for his decades of service to Dutchess County government, and its most vulnerable citizens.

Resolution No. 2012025

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 23rd day of January 2012, 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 23rd day of January 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012025 entitled, "Commendation: Celebrating the Career of Dutchess County Mental Hygiene Division Chief Frank Disiervo at the time of his retirement" was unanimously adopted.

Condolence: ETHEL L. BLOCK

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

Whereas, The Dutchess County Legislature has learned with profound sadness and regret of the recent death of Ethel L. Block on December 31, 2011 in Northern Dutchess Hospital, and

Whereas, Ethel L. Block, was a life long resident of Dutchess County. She was born in Tivoli on September 9, 1919, to the late Harold and Emma Lasher, and

Whereas, Ethel L. Block attended and graduated from Tivoli Union Free School in 1936. Thereafter, Ethel attended and graduated from St. Francis School of Nursing in 1939, and

Whereas, Ethel began her nursing career in Northern Dutchess Hospital's operating room. It was at this time that she met her husband, David E. Block, MD. They were married on September 6, 1942 in Little Rock, Arkansas. They had three (3) children, Ann, Pete and David III, four (4) grandchildren and two (2) great-grandchildren, and

Whereas, Ethel L. Block was a lifelong communicant of St. Paul's Church in Tivoli where she served on the Vestry. She was a member of the Episcopal Church of Women and volunteered at Carousel Thrift Shop. She served as President of Provoost Park/St. Paul Housing Development in Tivoli and was the Trustee of the Red Church & Cemetery Association, and

Whereas, Ethel L. Block was very active in the Northern Dutchess Hospital Community, she began serving on the Board of Directors in 1980 and was appointed Secretary of the Thompson House Board in 1993. She was also a member of the Board of Wells Manor and became Secretary of the NDH Foundation Board in 1986 and in 2002, she was honored at NDH's annual Starlight Ball, and

Whereas, Ethel L. Block was the founding member of the Red Hook Republican Club, the first President of the Red Hook Woman's Republican Club and longtime member of the Red Hook Republican Committee, and

Whereas, Ethel L. Block, was the first woman to serve as Chair of the Dutchess County Republican Committee, she also served as Vice-Chair and Secretary. Ethel L. Block served on the NYS Republican Committee representing the 97th Assembly district. Mrs. Block represented Dutchess County as a member of NYS delegation to five national nominating conventions, now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Ethel L. Block, and, be it further

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Ethel L. Block.

Resolution No. 2012026

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 23rd day of January 2012, 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 23rd day of January 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012026 entitled, Condolence: Eugene Daniels was unanimously adopted.

Condolence: Eugene B. "Gene" Daniels

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

Whereas, The Dutchess County Legislature has learned with sadness and regret of the recent death of Eugene B. "Gene" Daniels on December 5, 2011, at the Castle Point Veteran's Hospital after a long illness, and

Whereas, Eugene B. "Gene" Daniels, was a long-time resident of Dutchess County. He was born on December 22, 1932, in the Farmers Mill, New York, to the late James H. and Catherine (Brown) Daniels, and

Whereas, Gene Daniels proudly served in the United States Army during the Korean War as a Corporal in the Tank Division 33rd Infantry and was honorably discharged on December 30, 1960, and

Whereas, on March 22, 1966, he married Veronica C. Brunow. They had six children Jeannette, James, Rebecca, William, Lourdes, and Susan, and

Whereas, Gene Daniels was employed by HEAT-X, D&S Pump Service, Co-owner of Brunow's Gas and Propane Service, a safety officer at Harlem Valley Psychiatric Center, a Town of Pawling Constable and retired as a NYS Youth Division Aid at Harlem Valley Secure Center in Wingdale in 1993, and

Whereas, Gene was a lifelong member of the Pawling Fire Department where he was an EMT and a member of the Hose Company. He was given the Honor of Fireman of the Year on April 18, 1998, and recently served as Commissioner. Gene was also a VFW Lifetime Member of Post #672 in Brewster, and

Whereas, Gene enjoyed fishing, hunting, motorcycle riding, working on cars, carpentry, and flying planes. Gene also enjoyed vacationing with his family in their camper, and

Whereas, his passing will be mourned by his family, friends and colleagues throughout Dutchess County, now, therefore, be it

Resolved, that a copy of this resolution be forwarded to the family of Eugene B. "Gene" Daniels, and be it further

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Eugene B. "Gene" Daniels, and, be it further

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Eugene B. "Gene" Daniels.

Resolution No. 2012027

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 23rd day of January 2012, 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 23rd day of January 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012027 entitled, Condolence: Robert Phillips was unanimously adopted.



Condolence: Robert H. Phillips

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

Whereas, The Dutchess County Legislature has learned with sadness and regret of the recent death of Robert H. Phillips on December 13, 2011, at his home in Poughquag, and

Whereas, Robert H. Phillips, was a lifelong resident of Dutchess County. He was born January 13, 1933 in Poughkeepsie, New York, to the late Chester and Ethel (Kerlin) Phillips, and

Whereas, Robert H. Phillips served in the United States Army during the Korean War from 1952 – 1953, and

Whereas, on September 11, 1955, he married Shirley Woodin. They had four children Kenneth, Joann, Jacqueline, and Lori and 13 grandchildren, and

Whereas, Robert H. Phillips was a telephone repair man for NYNEX , until his retirement in 1988. He belonged the Telephone Pioneers of America, and

Whereas, Robert had many civic interests and was involved with his community in Dutchess County. He was a member of the Beekman Fire Department and the Masiero, Winship, Wyman, Bremeline, Thorp America Legion Post #1949, and

Whereas, Robert had a life-long passion for golf, he enjoyed playing golf in Florida and enjoyed traveling in his camper, and

Whereas, his passing will be mourned by his family, friends and colleagues throughout Dutchess County, now, therefore, be it

Resolved, that a copy of this resolution be forwarded to the family of Robert H. Phillips, and be it further

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Robert H. Phillips, and, be it further

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Robert H. Phillips.

Resolution No. 2012028

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 23rd day of January 2012, 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 23rd day of January 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012028 entitled, Condolence: Ethel Block was unanimously adopted.

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

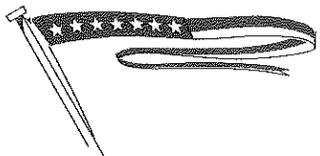
Dan Kuffner, Town of Hyde Park, spoke regarding Fleet Week, comments attached hereto.

Mickey Strawinski, Tivoli, spoke on the recent fatalities of three young men in Tivoli and thanked the first responders that helped at the tragedy. She also spoke regarding a youth group that was formed by Northern Dutchess community residents that met on Friday's in Red Hook.

Constantine Kozolias, 47 Noxon Street, City of Poughkeepsie, spoke regarding the rights of people being taken away.

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

There being no further business, the Chairman adjourned the meeting at 8:45 p.m.



**COMMANDING OFFICER
USS ROOSEVELT (DDG 80)**

27 Dec 11

Greetings Dutchess County and Hyde-Park, New York!

I want to personally thank each and every person for their efforts in support of the USS ROOSEVELT this past year and especially during the Holiday Season. I know there was a lot of hard work involved in the planning and execution of Project FALA. I want you to know that the entire ROOSEVELT Crew thoroughly enjoyed the homemade pastries, ornaments, Christmas cards, and gifts. They were overwhelmed to know that the citizens of Dutchess County cared enough to put so much effort into showing their appreciation for the hard work and sacrifice made by each Sailor in the service of this great country. They are asked consistently to give their all and they do not disappoint! I am reminded every day how fortunate I am to work with such a professional and committed group of people. Their hard work and sacrifice is made all the more rewarding when they receive your kind thoughts, love, and support, so thank you once again.

On behalf of the entire Crew of the USS ROOSEVELT, I wish you a Merry Christmas, a Happy Holiday season, and many thanks!

R. S. THOMPSON



DUTCHESS COUNTY FLEET WEEK 2012



To Whom It May Concern:

The purpose of this letter is to solicit donations for the Fleet Week Events being held over the Memorial Day weekend, May 28-29, 2012. Up to 50 crew members from the officially adopted Dutchess County Guided Missile Destroyer, the USS ROOSEVELT (DDG80), will be visiting Dutchess County as honored guests and will participate in Hyde Park's Memorial Day Parade as well as the American Legion and National Park Service annual Memorial Day events.

Donations are needed to provide transportation, food and lodging for the participating crew. If you are interested in making a contribution and thanking members of our military for their services, you may do so at the following levels:

Ensign at \$50

Commander at \$100

Admiral at \$150

Please make checks payable to: Dutchess County Fleet Week 2012 and send to:

**Ralph Osterhoudt Sr., Treasurer
Dutchess County Fleet Week
3 Pine Woods Road
Hyde Park, NY 12538**

The Dutchess County Fleet Week 2012 Committee is planning additional activities for the participating crew members including visiting the Roosevelt Home, Roosevelt Presidential Library and Museum, Val-Kill, Vanderbilt Mansion, Haviland Middle School, Rogers Point and Walkway Over the Hudson.

The Fleet Week Group is headed by Hyde Park Town Historian, Carney Rhinevault. If you have any questions, please contact Mr. Rhinevault at 845-229-8225 or via email at carneytatiana@yahoo.com.

On behalf of the Dutchess County Fleet Week 2012 Committee and our visiting sailors,
THANK YOU for your support and participation in making this event a success!

Dutchess County Fleet Week 2012 Committee includes representatives from offices of the US Congress and State, County and Town Governments, National Park Service, National Archives, American Legion Post #1303, Hyde Park Central School District, Town of Hyde Park Recreation Department, St. James Church and citizens interested in supporting this event.





DUTCHESS COUNTY FLEET WEEK 2012



Dear Dutchess County Friends and Families,

Individuals and families of Dutchess County are being invited to participate in a special activity, "Adopt-A-Sailor", during the 2012 Memorial Day weekend, May 28-29. Up to 50 crew members from the officially adopted Dutchess County Guided Missile Destroyer, the USS ROOSEVELT (DDG80), will be visiting Dutchess County as honored guests and will participate in Hyde Park's Memorial Day Parade as well as the American Legion and National Park Service annual Memorial Day events.

The intent of this fundraising "Adopt-A-Sailor" activity is to give county residents the opportunity to informally socialize and dine with members of the crew. We believe this will be a unique and rewarding experience for everyone!

For a \$25 per person donation an individual will "adopt" a crew member of the USS ROOSEVELT and be invited to attend a picnic style dinner at the Hyde Park Rogers Point Boat Club from 5:00 - 8:00 PM on May 28, 2012. Families of 4 to 6 members may donate \$100 for the dining experience.

*Please make checks payable to: Dutchess County Fleet Week 2012
In the memo line write "Adopt-A-Sailor"*

Please send checks to:

**Ralph Osterhoudt Sr., Treasurer
Dutchess County Fleet Week
3 Pine Woods Road
Hyde Park, NY 12538**

Due to limited capacity at Rogers Point Boat Club, reservations will be accepted on a first come/ first serve basis but no later than April 1, 2012. Dinner reservation tickets will be available that evening at the reservation table.

On behalf of the Dutchess County Fleet Week 2012 Committee and our visiting sailors, **THANK YOU** for your support and participation in making this event a success!

