

# Attendance Sheets

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 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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	✓		
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	✓		
<b>Present:</b> 25	<b>Total:</b>	25	0	0
<b>Absent:</b> _____				
<b>Vacant:</b> _____				

Date: 4/16/12

Regular Meeting  
of the  
Dutchess County Legislature

Monday, April 16, 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, Doxsey, Flesland, Forman, Horton, Hutchings, Incoronato, Kelsey, Jeter-Jackson, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Tynner, Weiss, White, Wilkinson

ABSENT: 0

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag, invocation by Rabbi Paul Golomb of Vassar Temple in Poughkeepsie, followed by a moment of silent meditation.

Commendations and Proclamations

Proclamation: Shaken Baby Syndrome Awareness Week

Proclamation: Autism Awareness Month

Proclamation: Recognizing April as Diversity and Fair Housing Month

Commendation: Eagle Scout James Olyha

Commendation: Eagle Scout Justin Waters

Commendation: The Dutchess County Critical Incident Response Team (CIRT)

Commendation: Jackie Brownstein

Presentation

Board of Health awards recipients: Health Care Access Partnership

## Public Hearing

### Public Hearing in Connection with the Establishment of Zone of Assessment "M" Located in the Town of Red Hook in Dutchess County Water District

The Chairman declared the public hearing open.

No one wishing to be heard, the Chairman declared the public hearing closed.

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 March 12 minutes.

The March 12, 2012 minutes were adopted.

## **COMMUNICATIONS RECEIVED FOR THE APRIL 2012 BOARD MEETING**

Received the following from the County Executive's office:

Letter designating Christopher Barclay as Director of Central Services,

Memo designating James Fedorchak as the Appeals Officer under the Freedom of Information law, effective April 12, 2012.

Received from Budget Director, Contingency Account Status as of April 11, 2012.

Received from Fulton County Clerk of the Board of Supervisors, Resolution No. 146 of 2012, Urging the United States Congress to Repeal a Portion of the Universal Service Fund Surcharge that Provides Free Cellular Telephone Service to "Income Eligible" Individuals.

Received from Commissioner of Finance, memo regarding miscellaneous refunds processed from 1/27/12 – 3/15/2012.

Received the following audit reports from the Comptroller:

Occupations, Inc., January 1, 2011 – December 31, 2011

Dutchess County Soil and Water Conservation District, January 1, 2011 – December 31, 2011

Received from County Clerk, summary of Mortgage Tax collected October 2011 – March 2012.

Received from Water and Wastewater Authority, memo declaring Dutchess County lead agency for the 2012 Hyde Park Water Distribution System Improvements.

Received from Town Clerk of Pawling, Notice of Public Hearing regarding Local Law No. 1 of 2012, entitled, Flood Damage Prevention.

Received from Supervisor of North East, letter stating that David Sherman was selected as County Legislator for District 19, filling the vacancy left by Gary Cooper.

Received from NYSDEC, Notice of Public Availability Session regarding Amenia Town Landfill Remedial Construction Project.

Received from Van DeWater and Van DeWater, LLP, Notice of Public Hearing for a local law amending the Town of Washington Flood Damage Prevention Law.

Received from Essex County, Resolution Calling on all Counties to Unite to Bring About Real and Meaningful Mandate Relief in New York State.

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2012079

RE: AUTHORIZING PAYMENT OF 2011 UNENCUMBERED  
VOUCHERS FROM 2012 FUNDS – ET5680

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

WHEREAS, the submission of vouchers following the close of the 2011 budget year  
has shown that there are outstanding payment invoices in the Department of Planning and  
Development, Division of Mass Transit in the sum of \$14,302 for services to said department for  
which appropriations were made but for which funds were not encumbered before the close out date  
for voucher submission, and

WHEREAS, said charges were proper except that appropriations that were made were  
left unencumbered at the end of the close out date for submission for 2011, and

WHEREAS, the charges reflected by said vouchers remain unpaid, and

WHEREAS, the State Comptroller has, pursuant to County Law Section 362, expressed  
the opinion that claims for services rendered to a county in an earlier year may be paid in a later year if  
the contracts were valid when made and if there are moneys legally available to be used for such  
purposes (Opinion 69-686), and

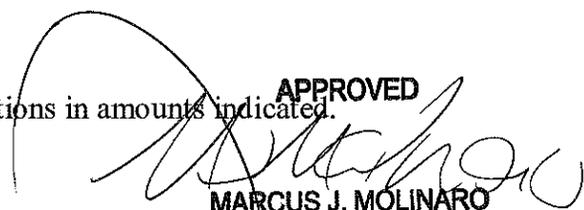
WHEREAS, upon payment the County may apply to recoup 90% of the costs from  
federal and state funds, now, therefore, be it

RESOLVED, that payment from 2012 funds is hereby approved from the following  
accounts in the amounts indicated:

<u>Line Item No.</u>		<u>Amount</u>
ET5680.4628.84	Inter-Dept Exp, Maint-In-Lieu	\$11,886
ET5680.4612.101	Repairs/Alt to Equip Vehicle	\$ 2,416

CA-58-12  
ADR/ca/G-0179  
3/19/12 **amended 3/29/12**

Fiscal Impact: None. Reduction of 2012 appropriations in amounts indicated.  
See attached statements

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**

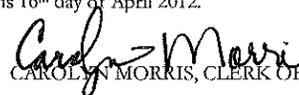
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

Date 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 12,872  
and Source

\$11,442 Federal  
\$1,430 State

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: \$12,872

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

#### Additional Comments/Explanation:

We wish to pay for a 2011 Maintenance in Lieu charge, and a vehicle repair bill with 2012 funds. The DPW invoice for work done in the last quarter of 2011 was higher than anticipated and a repair bill was submitted after the year end close.

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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mile	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 12      0  
           Yes        No  
 Abstentions: 0

2012079      AUTHORIZING PAYMENT OF 2011 UNENCUMBERED  
 VOUCHERS FROM 2012 FUNDS – ET5680

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012079      AUTHORIZING PAYMENT OF 2011 UNENCUMBERED  
 VOUCHERS FROM 2012 FUNDS – ET5680

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012079 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012080

RE: AUTHORIZING FILING OF SECTION 5309 STATE OF GOOD REPAIR  
GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2012 WITH THE  
FEDERAL TRANSIT ADMINISTRATION

Legislators HUTCHINGS, FLESLAND, and BORCHERT 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 shall be established and administered to  
ensure that minority businesses shall have the maximum feasible opportunity to compete for  
contracts when procuring contracts for construction, supplies, equipment or consultant and other  
services, and

WHEREAS, authority is requested to submit a grant application to the Federal  
Transit Administration for capital assistance pursuant to Section 5309 for State of Good Repair  
grant funds for a capital project to purchase buses, now, therefore, be it

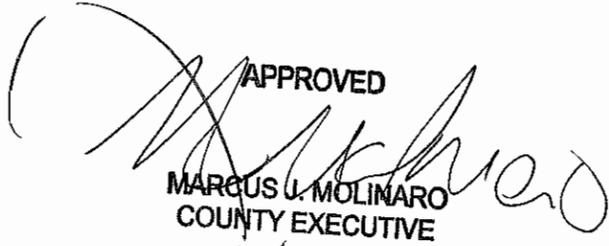
RESOLVED, that the County Executive or his designee be and is hereby  
authorized to execute and file an application with the Federal Transit Administration for Section  
5309 capital project funds under the Urban Mass Transportation Act of 1964, as amended and to  
furnish such additional information as the Federal Transit Administration may require in  
connection with the application, and be it further

RESOLVED, that the County Executive or his designee be and is hereby  
authorized to execute such grant agreement arising from such application on behalf of Dutchess  
County with the Federal Transit Administration to aid in the financing of capital projects  
pursuant to Section 5309 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 5309 of the Urban Mass Transportation Act of 1964, as amended.

CA-56-12  
ADR/ca/C-4097  
3/16/12  
Fiscal Impact: See attached statement

  
APPROVED  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/26/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 3,195,000

Total Current Year Revenue \$ 2,875,500  
and Source

\$2,556,000 Federal 5309 Funds  
\$319,500 State 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:    \$319,500

#### Additional Comments/Explanation:

This resolution authorizes the County Executive or his designee to submit applications for and accept Federal 5309 State of Good Repair funds to purchase replacement buses.

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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milford	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 12 0  
           Yes      No  
 Abstentions: 0

2012080      AUTHORIZING FILING OF SECTION 5309 STATE OF GOOD  
 REPAIR GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2012  
 WITH THE FEDERAL TRANSIT ADMINISTRATION

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012080                      AUTHORIZING FILING OF SECTION 5309 STATE OF GOOD  
 REPAIR GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2012  
 WITH THE FEDERAL TRANSIT ADMINISTRATION

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012080 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012081

RE: AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING FUNDS FOR FTA SECTION 5309 STATE OF GOOD REPAIR FUNDS

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

WHEREAS, a Resolution to authorize the filing of a grant application with the Federal Transit Administration for Section 5309 State of Good Repair grant funds under the Urban Mass Transportation Act of 1964, as amended, is being submitted concurrently with this resolution, and

WHEREAS, the State matching portion of this grant is \$319,500, and

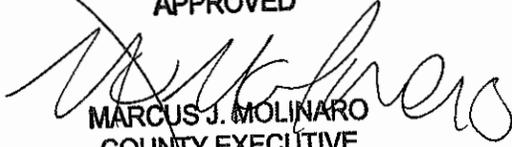
WHEREAS, the Commissioner of Planning and Development will be advised that the Federal Transit Administration will grant funds to Dutchess County under Section 5309 State of Good Repair to purchase replacement buses, and

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 project by making a commitment of advance funding of the non-local share and funding of the full local share of the costs associated with this project, now, therefore, be it

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

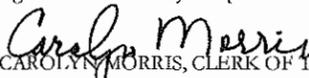
CA-55-12  
ADR/ca/C-5195  
3/16/12  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 3,195,000

Total Current Year Revenue \$ 2,875,500  
and Source

\$2,556,000 Federal 5309 Funds

\$319,500 State 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:    \$319,500

#### Additional Comments/Explanation:

This resolution authorizes the County Executive or his designee to submit applications for and accept Federal 5309 State of Good Repair funds to purchase replacement buses.

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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mill	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

Present: 12  
 Absent: 1  
 Vacant:     

Resolution:       
 Motion:     

Total : 12     1  
           Yes        No  
 Abstentions: 0

2012081     AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK  
 STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING  
 FUNDS FOR FTA SECTION 5309 STATE OF GOOD REPAIR FUNDS

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012081      AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK  
 STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING  
 FUNDS FOR FTA SECTION 5309 STATE OF GOOD REPAIR FUNDS

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012081 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012082

RE: AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS (H0431)

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

WHEREAS, the Commissioner of Public Works has advised that as a result of Hurricane Irene and Tropical Storm Lee in August 2011, the Division of Highway Construction and Maintenance incurred emergency highway repair costs totaling \$1,082,378, and

WHEREAS, of that total, \$830,128 was taken from Capital Project H0431 and \$252,250 was taken from operating budget lines, and

WHEREAS, the Division of Highway Construction and Maintenance is anticipating reimbursement revenues of approximately \$930,672 from Federal and State sources and is requesting to utilize these anticipated revenues to replenish the funds taken from Capital Project H0431, and

WHEREAS, by replenishing Capital Project H0431, the Division of Highway Construction and Maintenance will be able to undertake highway improvement efforts that were originally intended when Capital Project H0431 was approved by the Legislature, and

WHEREAS, it is necessary to amend the 2012 Adopted County Budget to provide for the receipt and expenditure of these funds, now therefore, be it

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

APPROPRIATIONS

Increase

H0431.5110.3250 Roads-Reconstruction (non chips) \$830,128

REVENUE

Increase

H0431.5110.45890.00 Other Transp. Capital, FHWA \$175,042
H0431.5110.49600 Emergency Disaster Assistance, SEMO 547,138
H0431.5110.39600 Emergency Disaster Assistance SEMO 107,948
\$830,128

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 4/26/2012

CA-46-12 CAB/ca/G-0188 3/13/12 Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 16th day of April 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 16th day of April 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 \$ 830,128

Total Current Year Revenue \$ 830,128  
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: Spring for Robert H. Balkind, Director of DPW Highway Construction & Maintenance Division

## *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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mills	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 12      0  
           Yes        No  
 Abstentions: 0

2012082      AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS (H0431)

Date: 4/12/12

*pulled per public works*

83

## ***Public Works and Capital Projects Roll Call***

<b><i>District</i></b>	<b><i>Name</i></b>	<b><i>Yes</i></b>	<b><i>No</i></b>
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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mill	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

**Present:** \_\_\_\_\_      **Resolution:** \_\_\_\_\_      **Total :** \_\_\_\_\_  
**Absent:** \_\_\_\_\_      **Motion:** \_\_\_\_\_      **Yes**      **No**  
**Vacant:** \_\_\_\_\_      **Abstentions:** \_\_\_\_\_

2012083      SETTING A PUBLIC HEARING WITH RESPECT TO SIX MONTH  
 LEASE AGREEMENT BETWEEN DUTCHESS COUNTY AND  
 RICHMOR AVIATION AT THE DUTCHESS COUNTY AIRPORT

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012082      AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT  
 PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS (H0431)

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012082 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012083

RE: SETTING A PUBLIC HEARING WITH RESPECT TO SIX MONTH  
LEASE AGREEMENT BETWEEN DUTCHESS COUNTY AND  
RICHMOR AVIATION AT THE DUTCHESS COUNTY AIRPORT

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

WHEREAS, by Resolution No. 291 of 1971 this Legislature authorized the  
County to enter into a Lease Agreement with Cessna Aircraft Company dated November 16,  
1971, and

WHEREAS, said Lease Agreement was amended several times and subsequently  
assigned to Richmor Aviation by Assignment dated March 15, 1989 pursuant to Resolution No.  
104 of 1989, and

WHEREAS, said Lease terminated on November 30, 2011 and the parties  
verbally agreed that Richmor Aviation would remain in the leased premises as a hold-over until a  
new short term Lease was negotiated and authorized, and

WHEREAS, Richmor and the County have agreed on the terms of a six month  
Lease subject to the approval of this Legislature, and

WHEREAS, pursuant to General Municipal Law Section 352, a public hearing  
must be conducted before the Lease Agreement is approved by the Legislature, now, therefore,  
be it

RESOLVED, that this Legislature shall conduct a public hearing on the proposed  
lease agreement on the 14<sup>th</sup> day of May, 2012 at 7 PM o'clock in the legislative chambers,  
County Office Building, 22 Market Street, Poughkeepsie, New York, and be it further

RESOLVED, that the Clerk of the Legislature is directed and empowered to give  
notice of said hearing pursuant to law.

CA-53-12

CAB/ca/R-0189

3/15/12

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Resolution No. 2012083 was pulled per the Department of Public Works on April 11, 2012.

RESOLUTION NO. 2012084

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8756.01) DOVER FURNACE ROAD (CR 26) AND AMENDING RESOLUTION NO. 2010250

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

WHEREAS, a Project for Dover Furnace Road (CR 26)/ Harlem Valley Railroad, Town of Dover, PIN 8756.01 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Dutchess County desires to advance the above subject project by making a commitment of 100% of the non-federal share of the costs of construction, construction support and construction inspection work of the project or portions thereof, and

WHEREAS, Resolution No. 2010250 was adopted on September 13, 2010 in the sum of \$1,810,000 and is hereby amended to establish the funding for these phases of construction, now, therefore, be it

RESOLVED, that Dutchess County approves of the above subject project, and it is further

RESOLVED, that this Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost for Construction and Construction Inspection work of the project or portions thereof, and it is further

RESOLVED, that the sum of \$1,831,000 is hereby appropriated and made available pursuant to Bond H 0289.5120.3450.213 – 2000 Bridges (ISTEA-TEA21) to cover the cost of participation in the above phase of the Project, and it is further

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

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

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

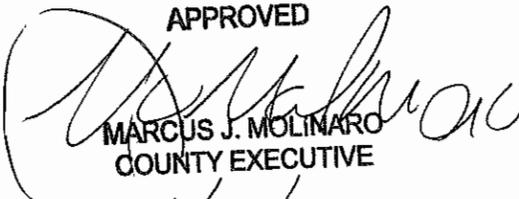
RESOLVED, that this Resolution shall take effect immediately.

CA-57-12

CAB/ca/C-6171

3/16/12

Fiscal Impact: See attached statement.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

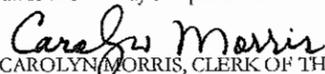
STATE OF NEW YORK

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 1,831,000 \_\_\_\_\_

Total Current Year Revenue \$ 1,619,800 \_\_\_\_\_  
and Source

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

Identify Line Items(s):  
H0289.5120.3450.213

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

Nature/Reason:

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

Net County Cost (this year): \$120,700 \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

This F.I.S. is related to the Resolution request to amend Resolution # 2010250 increase funding from the NYSDOT for the Construction and Construction Inspection Phases of PIN 8756.01 Replacement of Bridge D-70R Dover Furnace Road (CR 26) over the Harlem Valley Railroad (BIN 3702070) in the Town of Dover. Note: The above net County Cost is the Additional amount of the Local share portion to Amend Resolution # 2010250.

The \$120,700 is the difference of \$211,200 Total Local costs and the \$90,500 approved under original Resolution # 2010250.

Prepared by: Rosanne M. Hall, Contract Specialist

# 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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milford	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

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

2012084      AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8756.01) DOVER FURNACE ROAD (CR 26) AND AMENDING RESOLUTION NO. 2010250

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012084 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8756.01) DOVER FURNACE ROAD (CR 26) AND AMENDING RESOLUTION NO. 2010250

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012084 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012085

RE: AUTHORIZING PERMIT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR USE OF STATE OWNED LAND FOR CONSTRUCTION AND MAINTENANCE OF A BRIDGE OVER ROUTE 55 IN CONJUNCTION WITH THE DUTCHESS RAIL TRAIL IN THE TOWN OF POUGHKEEPSIE

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

WHEREAS, the State of New York is the owner of a parcel of land located on Route 55, west of Overlook Road, between mile marker 2022 and 2023, in the Town of Poughkeepsie, and

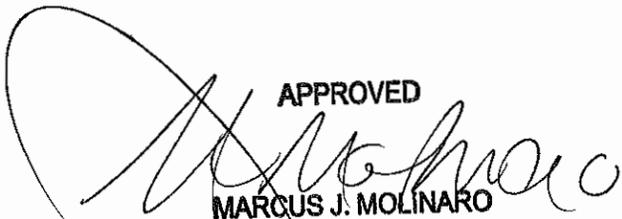
WHEREAS, the County wishes to enter into a Permit with the New York State Department of Transportation (NYSDOT), a copy of which is annexed hereto, for the use of said state owned land to allow for construction and maintenance of a bridge over Route 55 in conjunction with the Dutchess Rail Trail, and

WHEREAS, the State of New York through the NYSDOT is requesting that there be a resolution authorizing the County Executive to execute the Permit, now, therefore, be it

RESOLVED, that this Legislature hereby approves authorizes the County Executive to execute the Permit with the New York State Department of Transportation in substantially the same form attached hereto.

CA-62-12  
CAB/ca/C-8517  
3/23/12

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/17/12

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 F.I.S. is associated with the Resolution Request to enter into a permit with the State of New York for construction of the Dutchess Rail Trial.

Prepared by: Rosanne M. Hall, Contract Specialist

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
PERMIT FOR USE OF STATE-OWNED PROPERTY**

PIN:	8391.14.202	Permit Account No.:	82363		
Property Location:	Route 55, west of Overlook Road, between milemarker 2022 and 2023				
Project:	Poughkeepsie-Pleasant Valley			SH: 549	
Map No(s):	441	Parcel No(s):	555	County:	Dutchess
Town:	Poughkeepsie	City/Village:	n/a		

**THIS PERMIT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between:

**Dutchess County Department of Public Works  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603**

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

**WITNESSETH:**

**WHEREAS** the State is the owner of the above identified property, hereinafter referred to as "property" or as "premises"; and

**WHEREAS** the Permittee wishes to use and occupy said property;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. The property covered by this permit shall be used only for the purpose of: the construction and maintenance of a bridge over Route 55 in conjunction with the Dutchess Rail Trail **and for no other purpose whatsoever.**
2. The fee to be charged shall be: **\$1.00 payment waived per year beginning April 1, 2012.**
3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation  
Revenue Unit, POD 52  
50 Wolf Road  
Albany, NY 12232
4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Chapter 55 of the Laws of 1992.
5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the Permittee wishes to remain in occupancy. Failure to execute a new permit will require

Permittee to immediately vacate the premises.

6. The Permittee acknowledges the State's right to collect a security deposit. This sum will be retained as security to ensure faithful performance of the permit and compliance with all terms by the Permittee. The State hereby acknowledges receipt of \$ n/a received on n/a by n/a.

7. This permit supersedes the permit numbered n/a issued to n/a in the amount of \$ n/a and approved by the Director, Office of Right of Way on n/a.

8. Permittee, at the Permittee's expense and for the term of the permit, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Permittee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the permit area.

Such General Liability Insurance shall be in the amount no less than \$2 Million (two million dollars) combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured.

The Permittee will furnish the State with a certificate of insurance, with a thirty (30) days prior written notice of any cancellation or major change in the policy conditions. The Permit shall be voided if insurance is canceled, modified or lapses.

Approval of this permit shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.

9. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property at Permittee's expense. The State may, at any time, periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.

10. Permittee hereby agrees to admit State representatives and prospective purchasers or Permittees to examine these premises during reasonable business hours.

11. Permittee shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a ten (10) days written notice of cancellation of the permit in accordance with Provision 16 of the permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.

12. All arrangements of services for utilities, removal of garbage, rubbish, litter, snow and ice will be made by the Permittee at the Permittee's expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein. Permittee shall comply with all local and State building standards/codes in the installation or repair of any utilities including but not limited to electricity and plumbing. Permittee is responsible for keeping and maintaining the premises in a safe and clean condition, for the regular and prompt removal of garbage, rubbish, litter, snow and ice. Permittee shall be responsible for preventing damages to the plumbing system and premises caused by lack of heat or water damage from leaks.

13. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.
14. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.
15. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the premises.
16. This permit shall be renewed automatically for successive terms of one month each unless canceled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.
17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.
18. It is understood and agreed by and between the parties that the Permittee will ( ) will not (X) be entitled to any relocation benefits provided under State and Federal law.
19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.
20. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the permittee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Permittee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.
21. Permittee agrees to indemnify and save harmless the State from any claim or loss including legal expenses by reason of the use or misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by Permittee, its employees, agents or invites.
22. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.
23. This permit shall not be effective unless accepted and approved in writing by the State.
24. Additional provisions to permit: See Rider (Page 5)

**ACCEPTANCE:**

In consideration of the granting of the permit, the undersigned accepts all of the above terms, conditions and provisions.

Soc. Sec. No.: \_\_\_\_\_ Signed: \_\_\_\_\_

Fed. I.D. No.: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )

COUNTY OF \_\_\_\_\_ ) SS:

**For Individual Acknowledgments**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

**For Corporate Acknowledgments**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)

RECOMMENDED: \_\_\_\_\_ Date \_\_\_\_\_  
Regional Real Estate  
Officer

ACCEPTED AND APPROVED: Commissioner of Transportation for the People of the State of New York

By: \_\_\_\_\_ Date \_\_\_\_\_  
Director, Office of Right of Way

RIDER TO USE AND OCCUPANCY PERMIT #82363

25. A Highway Work Permit must be obtained, in advance, for each entry on NYS right-of-way, including that portion covered by this permit, for the purpose of erection, removal, modification, repair, replacement, or maintenance of any surface and subsurface improvement. Before a Highway Work Permit is issued, the Regional Permit Engineer is required to assure himself that the individual(s) proposing to perform work within the right-of-way has the expertise and equipment necessary to complete the work in a professional manner so as not to present a potential hazard to the public or subject New York State right-of-way to potential damage. The Permittee is responsible for the payment of any fees required to provide insurance coverage necessary in conjunction with the issuance of the Highway Work Permit. This Use and Occupancy Permit is immediately revocable if any stipulations and/or requirements listed in the Highway Work Permit are not adhered to by the Permittee, his agents, employees, contractors, or subcontractors.

The Permittee, on behalf of himself, his agents, employees, contractors, or subcontractors, assumes all risk in the construction, reconstruction, repair, maintenance (where certain maintenance obligations are the responsibility of the Permittee under the terms of this permit), operation and use of the permit area and shall be solely responsible and answerable in damages for any and all accidents and injuries to person(s) or property, including death, and hereby covenants and agrees to indemnify and hold harmless the State from all claims, suits, actions damages and costs of any nature and description arising out of, or related to, the construction, reconstruction, repair, maintenance (where certain maintenance obligations are the responsibility of the Permittee under the terms of this permit), operation and use of the permit area. The Permittee agrees, upon request to do so, to assume the defense and to defend at his/her own cost and expense any action brought at any time against the State of New York in connection with any such claims, suits, and actions.

26. In the event of cancellation of this Permit by either party, Permittee may be required to remove any/all improvements to the permit area which have been placed there by the Permittee, at his own expense, within thirty (30) days, and restore the area to its pre-permit condition.
27. The State is not liable for expenses incurred by the permittee which may occur as a result of construction, maintenance, or use of the permit area for highway purposes.
28. Permittee agrees and understands that no trees, shrubs, landscaping, or other naturally occurring flora may be removed or disturbed in any fashion without prior approval from the Department of Transportation.
29. Permittee understands that the property included in this agreement is an estimate based on Department of Transportation right-of-way record plans and contract data; surveys, site plans, and other documentation submitted by the Permittee, if any; and public records. It is also understood that unless otherwise indicated, the State has not performed a survey for the purpose of precisely determining the extent of any right-of-way use or encroachment by the Permittee.

Both parties hereby agree that in the event the permit area is determined to be incorrectly or imprecisely identified or calculated, rental adjustments, credits, or refunds, due from or creditable to either the Department or the Permittee, will not predate the term of this Permit.

30. Permittee agrees that acceptance by the State of any payment that is less than the permit fee indicated in this agreement or any subsequent fee update is a partial payment only, insufficient to satisfy, and is not accepted by the State as satisfaction of, the Permittee's obligation to pay the entire fee, and any interest, penalties, and collection charges or assessments, in full and waives any right to assert otherwise.

31. The permittee is responsible for maintaining the structure in a sound condition for its intended or used purpose(s) and to ensure that the structure or its condition does not threaten the integrity of the state's highway system and/or its associated property. The Permittee will immediately notify the State if any such condition exists and will take immediate action to rectify the situation to the satisfaction of the State. The Permittee, at the Permittee's expense and for the term of this permit, agrees to inspect the structure at least every two (2) years or more frequently, if required. These inspections must be conducted by a professional engineer licensed to practice in the State of New York and are subject to periodic audit by the State. Failure to comply with this condition may result in a ten (10) days written notice of cancellation of this permit in accordance with Condition number 16 of this permit.

# Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert*	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland*	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson*	<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 1 - Town of Poughkeepsie	Doxsey	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon	Forman (VC)	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Millersburg	Sherman	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Town of Beekmantown	Hutchings (C)	<input type="checkbox"/>	<input type="checkbox"/>

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

2012085                      AUTHORIZING PERMIT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR USE OF STATE OWNED LAND FOR CONSTRUCTION AND MAINTENANCE OF A BRIDGE OVER ROUTE 55 IN CONJUNCTION WITH THE DUTCHESS RAIL TRAIL IN THE TOWN OF POUGHKEEPSIE

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012085

AUTHORIZING PERMIT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR USE OF STATE OWNED LAND FOR CONSTRUCTION AND MAINTENANCE OF A BRIDGE OVER ROUTE 55 IN CONJUNCTION WITH THE DUTCHESS RAIL TRAIL IN THE TOWN OF POUGHKEEPSIE

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012085 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012086

BOND RESOLUTION DATED APRIL 16, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$319,500 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE PURCHASE OF BUSES FOR MASS TRANSIT, IN AND FOR SAID COUNTY.

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

Section 1. The cost of the purchase of Mass Transit buses, with alternative fuel modalities where appropriate and available, in and for the County of Dutchess, New York, including incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$3,195,000.

Section 3. It is hereby determined that the plan for the financing of said class of objects or purposes is as follows:

- (a) by the issuance of the \$319,500 serial bonds hereby authorized to be issued pursuant to the provisions of the Local Finance Law; and
- (b) by the expenditure of \$319,500 monies received or to be received from State grants-in-aid, which monies are hereby appropriated therefor.
- (c) by the expenditure of \$2,556,000 monies received or to be received from Federal grants-in-aid, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner

of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

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

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

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

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

\* \* \* \* \*

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on April 16, 2012, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on April 20, 2012, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media

Date given

Southern Dutchess News  
Poughkeepsie Journal

April 6, 2012  
April 6, 2012

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice

Date of Posting

22 Market Street, 6<sup>th</sup> Floor, County Office Building,  
Poughkeepsie, New York

April 6, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 17th day of April, 2012.



Carol Morris  
Clerk, County Legislature

APPROVED  
Marcus J. Molinaro  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/17/2012

**LEGAL NOTICE OF ESTOPPEL**

The following entitled bond resolution, a summary of which is published herewith, has been adopted on April 16, 2012, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,  
April 25, 2012

  
Clerk, County Legislature

RESOLUTION NO. 2012086

BOND RESOLUTION DATED APRIL 16, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$319,500 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE PURCHASE OF BUSES FOR MASS TRANSIT, IN AND FOR SAID COUNTY.

<b>Class of objects or purposes:</b>	<b>Purchase of buses with alternative fuel modalities where appropriate and available</b>
<b>Period of probable usefulness:</b>	5 years
<b>SEQRA Status:</b>	Type II Action
<b>Maximum estimated cost:</b>	\$3,195,000
<b>Amount of bonds to be issued:.</b>	\$319,500 bonds
<b>Other monies:</b>	\$319,500 State aid; \$2,556,000 Federal aid

Revised

86

### 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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milford	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

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

2012086 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$319,500 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE PURCHASE OF BUSES FOR MASS TRANSIT, IN AND FOR SAID COUNTY

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012086                      A RESOLUTION AUTHORIZING THE ISSUANCE OF \$319,500  
 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO  
 PAY A PORTION OF THE COST OF THE PURCHASE OF BUSES  
 FOR MASS TRANSIT, IN AND FOR SAID COUNTY

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012086 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012087

BOND RESOLUTION DATED MAY 14, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,721,348 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY PART OF THE COST OF HIGHWAY AND BRIDGE IMPROVEMENTS IN AND FOR SAID COUNTY.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act as a Type II Action, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW,  
THEREFORE

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

Section 1. Highway and bridge improvements in and for the County of Dutchess, New York, including incidental improvements and expenses in connection therewith, are hereby authorized at a maximum estimated cost of \$4,309,106.

Section 2. It is hereby determined that the plan for the financing thereof is as follows:

- (a) by the issuance of the \$1,721,348 serial bonds hereby authorized to be issued pursuant to the provisions of the Local Finance Law; and
- (b) by the expenditure of \$2,587,758 CHIP monies to be received from the State of New York, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 15 years, pursuant to subdivision 91 of paragraph a of Section 11.00 of the Local Finance Law, based upon subdivisions 10 and 20(c) thereof.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the

Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

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

Section 8. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the

Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official

newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

**CERTIFICATION FORM**

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on May 14, 2012, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on May 25, 2012, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media

Date given

Southern Dutchess News  
Poughkeepsie Journal

May 11, 2012  
May 11, 2012

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice

Date of Posting

22 Market Street, 6<sup>th</sup> Floor, County Office Building,  
Poughkeepsie, New York

May 11, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 15<sup>th</sup> day of May, 2012.



Carolyn Morris  
Clerk, County Legislature

APPROVED  
Marcus J. Molinaro  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 5/25/2012

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on May 14, 2012, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,  
May 29, 2012.

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Clerk, County Legislature

RESOLUTION NO. 2012087

BOND RESOLUTION DATED MAY 14, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,721,348 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY PART OF THE COST OF HIGHWAY AND BRIDGE IMPROVEMENTS IN AND FOR SAID COUNTY.

<b>Class of objects or purposes:</b>	Highway and bridge improvements
<b>Period of probable usefulness:</b>	15 years
<b>Maximum estimated cost:</b>	\$4,309,106
<b>Maximum amount of bonds to be issued:</b>	\$1,721,348 bonds
<b>Other monies:</b>	\$2,587,758 CHIPS monies
<b>SEQRA status:</b>	Type II Action without significant environmental effects

## 2011 HIGHWAY AND BRIDGE IMPROVEMENTS

\$1,721,348 15 years at 2.60%

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,721,348	\$114,757	\$44,755	\$159,512
2	1,606,591	\$114,757	41,771	156,528
3	1,491,834	\$114,757	38,788	153,545
4	1,377,077	\$114,757	35,804	150,561
5	1,262,320	\$114,757	32,820	147,577
6	1,147,563	\$114,757	29,837	144,594
7	1,032,806	\$114,757	26,853	141,610
8	918,049	\$114,757	23,869	138,626
9	803,292	\$114,757	20,886	135,643
10	688,535	\$114,757	17,902	132,659
11	573,778	\$114,757	14,918	129,675
12	459,021	\$114,757	11,935	126,692
13	344,264	\$114,757	8,951	123,708
14	229,507	\$114,757	5,967	120,724
15	<u>114,750</u>	\$114,750	<u>2,984</u>	<u>117,734</u>
TOTAL		<u>\$1,721,348</u>	<u>\$358,039</u>	<u>\$2,079,387</u>
AVG. PER YEAR		\$114,757	\$23,869	\$138,626

### FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	\$1,721,348	
ANTICIPATED INTEREST RATE		2.60%
TERM	15 YEARS.	TOTAL ANTICIPATED FEES \$17,043
ANTICIPATED ANNUAL COST (PRIN + INT):		\$138,626
TOTAL PAYBACK (ANNUAL COST x TERMS):		\$2,079,387

PREPARED BY PAMELA BARRACK

## *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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mile	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

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>	

2012087      A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,721,348  
 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO  
 PAY PART OF THE COST OF HIGHWAY AND BRIDGE  
 IMPROVEMENTS IN AND FOR SAID COUNTY

Date: 5/10/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012087                      A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,721,348  
 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO  
 PAY PART OF THE COST OF HIGHWAY AND BRIDGE  
 IMPROVEMENTS IN AND FOR SAID COUNTY

Date: 5/14/12

The foregoing Resolution No. 2012087 was offered for discussion only at the Public Works and Capital Projects Committee Meeting held on April 12, 2012, and was considered at the May 14, 2012 Regular Board Meeting.

Roll call vote at that time resulted as follows:

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

NAYS:           0

ABSENT:        0

Resolution adopted.

RESOLUTION NO. 2012088

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT OF REAL PROPERTY TO REPLACE LICENSE AGREEMENT AUTHORIZED BY RESOLUTION NO. 208038 TO CONSTRUCT AND MAINTAIN A PORTION OF THE DUTCHESS RAIL TRAIL ON METRO-NORTH PROPERTY IN THE TOWN OF EAST FISHKILL

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

WHEREAS, the Department of Public Works has proposed the improvement of a portion of Metro-North property from Martin Road on the eastbound side of NYS Route 82 in the Town of East Fishkill to provide a connection to the Dutchess Trail which will not require crossing the State highway which project includes the acquisition of a permanent easement from the Metropolitan Transportation Authority (MTA), and

WHEREAS, this Legislature authorized the execution of a License Agreement with MTA in Resolution No. 208038 for the same property, and

WHEREAS, the NYS Department of Transportation determined that the License Agreement was not an acceptable format and requested the County obtain a permanent easement from MTA, and

WHEREAS, the Department of Public Works has made a determination that in order to construct and maintain said portion of the Dutchess Rail Trail, it is necessary to acquire a permanent easement on a portion of property presently owned by MTA, and

WHEREAS, it is requested that this Legislature approve and authorize the County Executive to enter into an Easement Agreement with the MTA for the purpose of acquiring a permanent easement on said property, a copy of which is annexed hereto, and

WHEREAS, the property is described as approximately 14,186 square feet more or less shown on the map in the Easement Agreement, and

WHEREAS, the Commissioner of Public Works has advised that MTA has agreed to waive the \$1.00 permanent easement fee on the subject property, now, therefore be it,

RESOLVED, that the County Executive is authorized to execute the Easement Agreement in substantially the same form as annexed hereto.

CA-69-12  
CAB/ca/R-0891A  
3/30/12

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/17/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ \_\_\_\_\_  
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 F.I.S. is related to the Resolution request for acquiring a Permanent Easement for PIN 8760.26 Dutchess Rail Trail Stage 4. The Permanent Easement is being acquired from the Metropolitan Transportation Authority Commuter Railroad by donation.

Prepared by: Matthew Davis, Acting Right-of-Way Engineer

## **EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** dated as of the \_\_\_ day of \_\_\_\_\_ 2012, by and between the Metropolitan Transportation Authority ("MTA"), a public benefit corporation of the State of New York, acting through and by the Metro-North Commuter Railroad Company (the "Railroad" or "Metro-North"), a wholly-owned subsidiary of the MTA, organized and existing under the laws of the State of New York (MTA and Metro-North are hereinafter collectively referred to as "Grantor") and having its principal offices at 347 Madison Avenue, New York, New York 10017 and the County of Dutchess, a corporation of the State of New York, having a place of business at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as "Grantee").

### **W I T N E S S E T H:**

**WHEREAS**, Grantor is the owner of certain real property depicted as “\_Parcel Number:132800-6557-03-270162-0000” on the Tax Map of the Town of East Fishkill, Dutchess County, New York, as more particularly described on Exhibit A annexed hereto and made a part hereof (the “Easement Area”); and

**WHEREAS**, Grantee is the owner of certain property adjacent to the Easement Area in the Town of East Fishkill, County of Dutchess, as indicated on Exhibit A (“Grantee’s Property”).

**WHEREAS**, Grantee has undertaken a transportation project, PIN no. (8760.26) [or (8757.53)] known as “Dutchess Rail Trail Stage 4” (the “Project”), which in part entails the construction and maintenance of a pedestrian and bicycle path through the Easement Area; and

**WHEREAS**, in connection with the Project, Grantee requires certain permanent easement rights in and to the Easement Area;

**WHEREAS**, the parties hereto acknowledge and agree that the Project, inasmuch as it impacts the Easement Area, will be beneficial to the public interest, as well as to Grantor; and

**WHEREAS**, Grantee wishes to acquire, and Grantor is willing to convey, by negotiated agreement, the easement contemplated herein upon the terms and conditions hereinafter set forth.

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

1. Grantor hereby grants a permanent, non-exclusive easement (the "Easement") to Grantee, its successors and assigns in, on, over and across the Easement Area for the uses set forth in Section 2 hereof, subject to the following terms and conditions.

2. The use of the Easement Area pursuant to this Easement shall be limited to constructing therein the pedestrian and bicycle path in accordance with the requirements, plans and specifications for the Project, and for thereafter operating, maintaining, repairing, replacing, inspecting, restoring, and utilizing for public recreational purposes the pedestrian and bicycle path in accordance with the requirements, plans and specifications for the Project and in accordance with applicable laws, rules and regulations of governmental authorities having jurisdiction of the Easement Area.

3. Grantor reserves unto itself the right to operate its trains and to install, construct, maintain, repair and renew, as may be required by Grantor at Grantor's sole discretion, any railroad facilities that may now exist or may be hereafter required by Grantor within the Easement Area, including, but not limited to, overhead and underground viaduct and support structures, poles, pipes and wires. In the exercise of its

rights reserved under this Section 3, Grantor shall use reasonable efforts to minimize interference with the pedestrian and bicycle path to be constructed in the Easement Area as part of the Project.

4. Grantor reserves unto itself the exclusive rights to: (i) license, grant and/or convey to utility, fiber optic, cable, communications and/or pipe line companies, to licensees or lessees of Grantor, and to any other person or corporation, rights for the installation, construction, maintenance, repair, renewal and inspection of pole, pipe and wire lines and other utilities on, over, under and across the Easement Area, and (ii) retain any and all compensation that may be obtained therefrom.

5. Grantor reserves unto itself, its employees, agents, licensees, contractors, successors and assigns, any other person Grantor deems necessary or convenient, the rights to enter and cross the Easement Area at all times and for any purpose.

6. Notwithstanding the provisions of Sections 3, 4 and 5, Grantor agrees not to take any action which would interrupt the use of the rail trail as a pedestrian and bicycle path for any period exceeding ninety (90) consecutive days for a period of twenty (20) years commencing on the date that the Easement Area is first placed into public recreational service as a pedestrian and bicycle path. Grantor shall give Grantee at least thirty days' prior written notice (except that no prior written notice shall be required in the event of an emergency) before Grantor takes any action pursuant to Sections 3, 4 or 5 which would interrupt the use of the rail trail as a pedestrian and bicycle path.

7. The grant of this Easement to Grantee shall be subject to: (i) all easements, covenants and restrictions of record affecting the Easement Area, if any, to the extent that same are in force and effect; (ii) the use and occupation of the access and other facilities in common with others entitled thereto, all as may be designated from time to time by Grantor; and (iii) the terms and conditions of that certain Agreement, dated September 7, 1999, between Metro-North and Central Hudson Gas & Electric Corporation, a copy of which is annexed hereto as Exhibit “\_\_\_” and made a part hereof.

8. All work related to the Project shall be undertaken in accordance with the design approval granted by Charles E. Traver \_\_\_\_\_ on July 31\_\_\_\_\_, 2007\_, and the New York State Department of Transportation on August 31\_\_\_\_\_, 2007\_. Except for the construction to be performed in accordance with and as required by the plans and specifications for the Project, Grantee shall make no alteration, modification, addition or improvement in or to the Easement Area (herein called "Alterations), without the prior written consent of Metro-North, and then only by contractors and in such manner and with such materials as may be approved by Grantor. All requests for Grantor's consent shall be in writing and shall be made in accordance with the requirements set forth in Exhibit " " annexed hereto and made a part hereof. Grantee shall also obtain and comply with requirements in accordance with Metro-North's Permit to enter upon property procedures set forth in Exhibit "" annexed hereto and made a part hereof.

9. In recognition of the requirements of Section 2897 of the Public Authorities Law, Grantee expressly agrees that Grantee will not transfer the ownership of this Easement and that ownership and use of this Easement shall remain with Grantee.

10. Grantee, at its expense, (a) shall obtain all necessary government permits and certificates for the commencement and prosecution of Alterations and for final approval thereof upon completion, and (b) shall cause all Alterations to be performed in compliance with (i) all applicable federal, state and municipal laws ordinances, orders, rules and regulations, (ii) Grantor's requirements and (iii) all applicable requirements of insurers.

11. In the event that Grantor deems it necessary for Grantor to do any work in connection with any Alterations performed by Grantee or Grantee's contractors, or if Grantor, at the request of Grantee, shall do any work in connection with supplying utilities to Grantee, Grantee shall reimburse Grantor in advance, as Additional Compensation, for the Actual Costs (as hereinafter defined) of the work done, as estimated by Grantor, on or before the fifteenth (15th) day after a bill therefor is

rendered. Such reimbursement shall be subject to adjustment after completion of Grantor's work. "Actual Cost" shall mean all costs to Grantor related to Alterations and shall include, but not be limited to, Equipment Costs, Direct Labor Costs and Direct Material Costs (as such terms are hereinafter defined), plus such percentages thereof as represent Grantor's overhead rates charged to private individuals and companies at the time the work is performed. "Direct Labor Costs" shall mean the gross pay, including overtime and reimbursable employee expenses, if any, paid to Grantor's employees with regard to the work described above. "Direct Material Costs" shall mean the replacement cost of any material taken from inventory or the total purchase and delivery price, including taxes, of any item purchased by Grantor for the work described above. "Equipment Costs" shall mean the fair rental value of any equipment owned by Grantor and used in conjunction with such work or the invoice cost of any equipment rented by Grantor for use in such work. Grantor's list of equipment rental rates in effect at the time the work is done shall be prima facie the fair rental value of Grantor owned equipment.

12. Grantee shall procure or cause to be carried, at its sole cost and expense or that of its contractor, and shall maintain in force at all times that this Easement shall be in force and effect, policies of insurance in accordance with the terms set forth on Exhibit "\_\_\_" annexed hereto and made a part hereof.

13. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless the Metropolitan Transportation Authority and its affiliates and subsidiaries, **Metro-North Commuter Railroad Company, Connecticut Department of Transportation, State of New York and the Housatonic Railroad** (hereinafter referred to as "Indemnified Parties" or "Indemnitees") from and against, any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including without limitation, reasonable attorney's fees, disbursements, and other charges (whether incurred in connection with any action or proceeding between Grantee and any Indemnitee(s), or in connection with any action or proceeding between a third party and any Indemnitee(s), or otherwise), that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of (i) this Easement,(ii)

construction, repair, replacement, restoration or improvement work done by or on behalf of Grantee; (iii) the use, possession or operation of the Easement Area by Grantee or any of its principals, agents, employees, contractors, Grantees or invitees (in the case of each of the foregoing, however characterized) (each a "Grantee Party" and collectively the "Grantee Parties"), (iv) any act or omission by Grantee or any Grantee Party, (v) any accident, injury (including death) or damage to any person or party occurring in, on, or about the Easement Area or any party thereof or any property adjacent thereto or (vi) any breach of this Easement by Grantee

14. Any notice, statement, approval or other communication under this Easement ("Notice") shall be in writing, signed by a duly authorized representative of the party giving such Notice, and shall be given by personal delivery by mailing the same by certified mail, return receipt requested, addressed to the appropriate party as the following addresses:

If to Grantor: Metropolitan Transportation Authority  
347 Madison Avenue  
New York, New York 10017  
Attention: Director of Real Estate

With a copy to: Metropolitan Transportation Authority  
347 Madison Avenue  
New York, New York 10017  
Attention: General Counsel

If to Grantee: Commissioner of Public Works  
22 Market Street  
Poughkeepsie, New York 12601

All notices shall be deemed given when personally given or seventy-two (72) hours after having duly deposited in the United States mail. Either party may, by written notice to the other, change the address to which notices to such party shall thereafter be given.

15. Grantee shall pay Grantor ONE DOLLAR, PAYMENT WAIVED, as compensation for entering into this Easement.

16. All covenants, rights, easements, restrictions and conditions provided for in this Easement shall run with the land, and shall bind Grantor and Grantee and their respective successors and assigns.

17. This Easement shall be construed, interpreted and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed wholly within such State.

18. No commissioner, member, officer or employee of Grantor shall be liable personally under or by reason of this Easement, or any of its terms, covenants or provisions, nor shall any commissioner, member, manager, agents, officer or employee of Grantee be personally liable, or be sued individually for damages on account of any breach of this Easement.

19. Grantee agrees to record this Easement in the County Clerk's office in the County of Dutchess at Grantee's expense with reasonable promptness after the mutual execution and deliver hereof and to deliver a certified copy of the recorded Easement to Grantor promptly after such recording.

20. This Easement, including all Exhibits, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto. The parties have made no prior representation with respect to the subject matter of this Easement and have given no warranties with respect to the subject matter hereof except as provided herein. This Easement may not be

modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing.

IN WITNESS WHEREOF, this Easement has been duly executed by Grantor and Grantee as of the date first above written.

As to Grantor:

**METROPOLITAN TRANSPORTATION AUTHORITY**

By \_\_\_\_\_  
Jeffrey Rosen, Director, Real Estate

As to Grantee:

**DUTCHESS COUNTY**

By \_\_\_\_\_

**Exhibit “ “**  
**Insurance Requirements**

**1: Grantee's Insurance**

The Grantee shall procure at its sole cost and expense policies of insurance to be in force and maintained at all times during the term of this Agreement in accordance with the terms set forth below:

1. **Workers' Compensation** (including Employer's Liability Insurance with limits of not less than \$1,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
2. **Commercial General Liability** (I.S.O. 2001 Form or equivalent approved by MNR) in the Grantee's name with limits of liability in the amount of at least \$2,000,000 each occurrence/\$2,000,000 General Aggregate Limit (other than products-completed operations)/\$2,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Grantor policy available.

Such policy should be written on an occurrence form, and shall include:

- Contractual coverage for liability assumed by the Grantee under this Agreement;
  - Personal and Advertising Injury Coverage;
  - Products-Completed Operations;
  - Independent Contractors Coverage;
  - Liquor Liability Coverage where necessary;
  - Additional Insured Endorsement (I.S.O. Form CG 20 11 01 96 version or equivalent approved by the Grantor) naming:
3. **Business Automobile Liability** - (I.S.O. Form CA 00 01 10 01 or equivalent approved by Grantor) in the Grantee's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle.

## **2: Contractor's Insurance**

The Grantee's Contractor shall procure at its sole cost and expense policies of insurance to be in force and maintained at all times during the construction, installation or alteration work in accordance with the terms set forth below:

1. **Workers' Compensation** including Employer's Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
2. **Commercial General Liability** (I.S.O. 2001 Form or equivalent approved by Grantor) in the Contractor's name with limits of liability in the amount of at least \$3,000,000 each occurrence/\$3,000,000 General Aggregate Limit (other than products-completed operations)/\$3,000,000 Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to "drop down" to become primary in the event primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other valid and collectible insurance and must be exhausted before implicating any Grantor policy available.

Such policy should be written on an occurrence form, and shall include:

- Contractual coverage for liability assumed by the Contractor under this Agreement;
  - Personal and Advertising Injury Coverage;
  - Products-Completed Operations;
  - Independent Contractors Coverage;
  - "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary;
  - Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be voided, where necessary;
  - Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be removed in this respect; and
  - Additional Insured Endorsement (I.S.O. Form CG 20 10 11 85 "Form B" version or equivalent approved by the Grantor) naming:
3. **Business Automobile Liability** - (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Grantor) in the Contractor's name with limits of liability in the amount of at least \$1,000,000 each accident for claims for

bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment.

4. **Railroad Protective Liability** (ISO-RIMA or equivalent form approved by the Grantor, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The following are the "Named Insureds" for this coverage:
- The limit of liability shall be at least \$2,000,000 each occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA).
- Indicate the Name of the Contractor to perform the work, location and description of work, and lease agreement number.
- Evidence of Railroad Protective Liability Insurance must be provided in the form of a Policy. A detailed Insurance Binder (ACORD or Manuscript Form) will be accepted pending issuance of the Policy, which must be provided within 30 days of the Binder effective date.

5. **Builder's Risk/Installation Floater**

The Contractor shall furnish evidence to the Grantor that it carries primary coverage for Builder's Risk/Installation Floater on an all-risk completed value form in an amount equal to the total contract price. The insurance shall cover any and all real and personal property owned, used or intended for use or hereafter created, installed or acquired, including while in the course of building, erection, installation and assembly.

The policy shall also include coverage for machinery, supplies and equipment, and other personal property of any kind owned, rented or in the care, custody and control of the Contractor, and its subcontractors to be incorporated in the building, erection, assembly and installation of the project. Said policy shall remain in force until the construction is completed and accepted.

The policy shall provide that:

- Any requirement for co-insurance must be removed;
- In the event the policy has a deductible, such deductible amount shall not exceed \$250,000 except with the express permission of the

Grantor;

- Said Policy is to be written with Contractor as First Named Insured and the Grantor as Additional Named Insured and Loss Payee. Said policy shall be endorsed to provide that “all premium considerations are the sole responsibility of the First Named Insured/Contractor;
- Policy shall be endorsed to provide that “all premium considerations are the sole responsibility of the Contractor;”
- Losses are to be adjusted with the Grantor; and
- Evidence of coverage requires submission of a policy. However, a temporary binder may be accepted pending issuance of the policy.

### **3: General Insurance Requirements:**

Policies must be written in accordance with the following requirements:

- a. All of the insurance required by this Article shall be written by companies with an A.M. Best Company rating of A-, VII or better and approved by Grantor.
- b. Be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to Grantor;
- c. State or be endorsed to provide that the coverage afforded under Grantee’s policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to Grantor, and also that Grantee’s policies, primary and excess, must be exhausted before implicating any Grantor policy available;
- d. Grantee’s policies shall state or be endorsed to provide that, if its contractor’s policy contains any provision that may adversely affect whether Grantee’s policies are primary and must be exhausted before implicating any Grantor policy available, Grantee’s and Grantee contractor’s` policies shall nevertheless be primary and must be exhausted before implicating any Grantor policy available.
- e. Policies written on a “claims-made” basis are not acceptable.
- f. Grantee shall endeavor to provide evidence of renewal or replacement insurance with the same terms and conditions as required in the agreement at least two weeks prior to the expiration date.
- g. All such insurance may contain deductibles or self-insured retentions of not more than \$100,000 unless approved by Grantor. Grantee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention on the same basis as would be the case if commercial insurance was available for the loss.

- h. All references to the required forms shall comply with the Insurance Services Office, Inc. ("ISO") or its equivalent approved by the Insurance Department of the State of New York.

#### **4: Insurance Submission Requirements**

The Grantee shall furnish evidence of all policies prior to occupancy or start of any work to:

**New Agreements:**

Metropolitan Transportation Authority  
c/o MTA Real Estate Department  
347 Madison Avenue – 8<sup>th</sup> floor  
New York, NY 10017

Certificates of Insurance may be supplied as evidence of such aforementioned policies; However, if requested by the Grantor, the Grantee shall deliver to the Grantor within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be provided on the Grantor's Certificate of Insurance Form; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sub-limit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein. The Grantee must provide a physical copy of the Additional Insured Endorsement ( I.S.O. Form CG 20 11 01 96 version or equivalent), as applicable and the endorsement(s) must include the policy number(s); (5) reference the Agreement number on the-certificate; and (6) expressly reference the inclusion of all required endorsements.

#### **5: No Limit on Grantee's Liability**

The minimum amounts of insurance required under Sections 1 and 2 of this Exhibit "\_\_\_" shall not be construed to limit the extent of Grantee's liability under this Agreement.

#### **6: Right to Request Additional Insurance**

Grantee further agrees to provide, at Grantee's sole cost and expense, such increased or expanded insurance coverage as Grantor may, from time to time, deem appropriate.

#### **7: Waiver of Subrogation**

Grantee shall secure an appropriate clause in, or endorsement upon, each insurance policy obtained by and covering or applicable to the Licensed Location or the personal property, fixtures and equipment located therein, pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to agree with a third party to waive any claim it might have against said third party without invalidating the coverage under

the insurance policy. The waiver of subrogation or permission for waiver of any claim shall extend to Grantor and its agents and employees. Grantee hereby releases Grantor and its agents and employees in respect of any claim (including a claim for negligence) which it might otherwise have against Grantor or its agents or employees for loss, damage, or destruction with respect to Grantee's property by fire or other casualty occurring during the term of this agreement.

### **8: Blanket and/or Master Policies**

The insurance required to be carried by Grantee pursuant to the provisions of this Agreement may, at Grantee's option, be effected by so-called "blanket", "wrap-up" and/or "master" policies issued to Grantee and/or its affiliates covering the Licensed Area and other properties owned or leased by Grantee or its affiliates, provided such policies (a) otherwise comply with the provisions of this Agreement and (b) by endorsement, allocate to the Easement Area the specified coverage and limits of coverage herein required for all insureds required to be named as insureds hereunder.

### **9: Suspension of Work / Event of Default**

If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to Grantor, the Grantor without any liability to the Grantee shall have the option to: (i) direct the Grantee to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as a breach hereunder by Grantee; and Grantor may, at its option, exercise its remedies under this Agreement, at law or in equity.

**COUNTY OF DUTCHESS  
PROPERTY MAP**

**DUTCHESS RAIL TRAIL**

PIN 8757.53

MAP NO. 1C  
PARCEL NO  
SHEET 1 OF 4 SHEETS

**MAP REFERENCE INFORMATION:**

**METRO-NORTH COMMUTER RAILROAD COMPANY  
( REPUTED OWNER )**

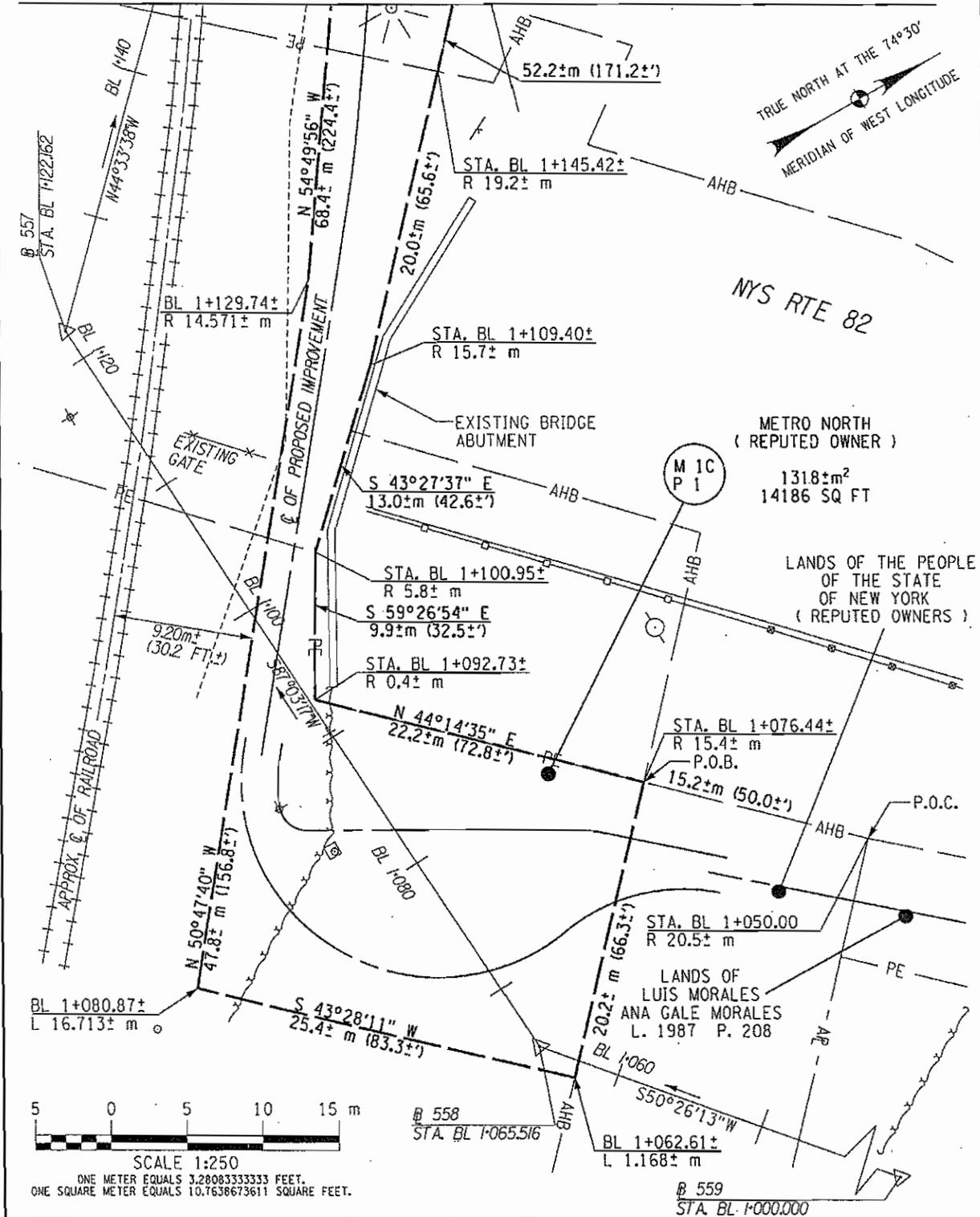
CCD 02 2007 986

TRN

**PROPERTY DESCRIPTION:**  
132800-6557-03-270162  
Portion of Tax  
Map Ref. No.  
Town of E. FISHKILL  
County of DUTCHESS  
State of New York

Parcel Locator Point:  
Parcel No:  
N: 305579.85  
E: 208064.71

MATCH LINE, SHEET 2



FILE NAME: D:\DWG\2007\02\0657\03\270162\03\270162.PLT USER: D:\DWG\2007\02\0657\03\270162\03\270162.PLT





COUNTY OF DUTCHESS  
ACQUISITION MAP

MAP NO. 1C  
PARCEL NO  
SHEET 4 OF 4 SHEETS

DUTCHESS RAIL TRAIL

PIN 8757.53

thence southeasterly, along said road boundary of NYS Route 82 a distance of 20.0± meters (65.6± feet) to a point, said point being 15.7± meters distant northerly measured at right angles from Station 1+109.40± of said baseline; thence through said lands of Metro-North Commuter Railroad Company the following three (3) courses and distances: 1) South 43°27'37" East, a distance of 13.0± meters (42.6± feet) to a point, said point being 5.8± meters distant northerly measured at right angles from Station 1+100.95± of said baseline, 2) South 59°26'54" East, a distance of 9.9± meters (32.5± feet) to a point, said point being 0.4± meters distant northerly measured at right angles from Station 1+092.73± of said baseline, and 3) North 44°14'35" East, a distance of 22.2± meters (72.8± feet) to the point or place of beginning, said parcel being 1,318± square meters or 14,186± square feet more or less.

The survey baseline is a portion of the 2006 Survey Baseline for the construction of The Dutchess Rail Trail, as shown on the map and described as follows: Beginning at station 1+000.00, thence South 50°26'13" West to Station 1+065.516; thence South 87°03'17" West to Station 1+122.162; thence North 44°33'38" West to Station 1+251.786.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS  
FROM  
METRO-NORTH COMMUTER RAILROAD COMPANY  
( REPUTED OWNER )  
FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND  
MAPPED ABOVE IS REQUIRED FOR THE PROJECT

Date JANUARY 11 2012

Charles E. Traver  
CHARLES E. TRAVER  
ACTING COMMISSIONER OF PUBLIC WORKS  
DUTCHESS COUNTY

RECOMMENDED BY: Gregory V. Bentley

Date JANUARY 11 2012

GREGORY V. BENTLEY, P.E.  
DIRECTORY OF ENGINEERING

I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION  
AND MAP MADE FROM A LIMITED SURVEY, PREPARED  
UNDER MY DIRECTION

Date DECEMBER 29 2011

John E. Quinn, Jr.  
JOHN E. QUINN, JR., LAND SURVEYOR  
P.L.S. LICENSE NO. 50269  
CLOUGH-HARBOUR & ASSOCIATES LLP



"Unauthorized alteration or addition  
to a survey map bearing a licensed  
land surveyor's seal is a violation of  
Section 7209 Subdivision 2, of the  
New York State Education Law."

**CHA**  
CLOUGH HARBOUR & ASSOCIATES LLP  
111 Winners Circle, PO Box 5269 • Albany, NY 12205-0269  
Main: (518) 453-4500 • www.cloughharbour.com

FILE NAME : D:\NSP\REC\012\465709\023\465709\012\465709\024  
USER : DONNISE@NAME

88

## *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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mile	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total: 12      0  
           Yes           No  
 Abstentions: 0

2012088      AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT OF REAL PROPERTY TO REPLACE LICENSE AGREEMENT AUTHORIZED BY RESOLUTION NO. 208038 TO CONSTRUCT AND MAINTAIN A PORTION OF THE DUTCHESS RAIL TRAIL ON METRO-NORTH PROPERTY IN THE TOWN OF EAST FISHKILL

Date: 4/12/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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                      Resolution:                       Total : 25                      0  
 Absent: 0                              Motion:         Yes                              No  
 Vacant: 0    Abstentions: 0

2012088                      AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT OF  
 REAL PROPERTY TO REPLACE LICENSE AGREEMENT  
 AUTHORIZED BY RESOLUTION NO. 208038 TO CONSTRUCT AND  
 MAINTAIN A PORTION OF THE DUTCHESS RAIL TRAIL ON  
 METRO-NORTH PROPERTY IN THE TOWN OF EAST FISHKILL

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012088 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012089

RE: APPOINTMENT TO THE DISTRICT 3 FISH AND WILDLIFE  
MANAGEMENT BOARD

Legislators TRAUDT, BORCHERT, BOLNER, HORTON, and MICCIO offer  
the following and move its adoption:

WHEREAS, pursuant to Article 11, Section 11-0501 of the Environmental  
Conservation Law of the State of New York, the Chairman of the Legislature shall  
appoint members to the District 3 Fish and Wildlife Management Board, subject to  
confirmation by the County Legislature, and

WHEREAS, a vacancy exists on such board by reason of the expiration of the  
term of Suzanne Horn, and

WHEREAS, Legislator David Sherman desires to be appointed to such board, and  
the Chairman of the Legislature does hereby appoint David Sherman to said Board, now,  
therefore, be it

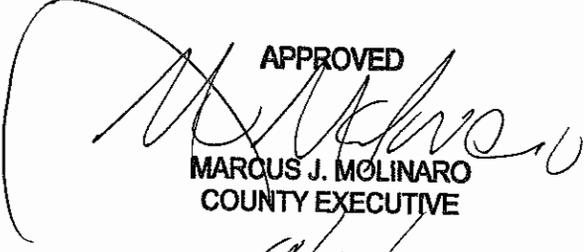
RESOLVED, that the following appointment to the District 3 Fish and Wildlife  
Management Board is hereby confirmed by this Legislature for the term indicated:

*APPOINTMENT*

*TERM ENDING*

David Sherman  
PO Box 112  
Millerton, NY 12546  
(Alternate)

12/31/13

  
**APPROVED**  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**  
Date 9/20/2012

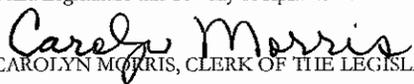
STATE OF NEW YORK

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 16<sup>th</sup> day of  
April 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 16<sup>th</sup> day of April 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Revised

89

### 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

2012089 APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE MANAGEMENT BOARD

Date: 4/12/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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

2012089      APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE  
 MANAGEMENT BOARD

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012089 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012090

RE: ADOPTION OF NEGATIVE DECLARATION IN CONNECTION WITH THE ESTABLISHMENT OF ZONE "M" ZONE OF ASSESSMENT IN THE TOWN OF RED HOOK

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

WHEREAS, this Legislature has before it a resolution together with maps, plans and reports, all prepared by or on behalf of the Dutchess County Water and Wastewater Authority ("WWA") in support of the establishment of Zone "M" Zone of Assessment by the County of Dutchess ("County") to facilitate the payment of capital costs through the levy of benefit assessments, and

WHEREAS, as part of its review of the proposed actions the WWA prepared a Short Environmental Assessment Form dated February 7, 2012 and a Negative Declaration dated February 7, 2012, on file with the Clerk of the Legislature, which conclude that the proposed project constitutes an unlisted action pursuant to Part 617 of the New York Code of Rules and Regulations (SEQR), and that the action will not have a significant effect on the environment, and

WHEREAS, it appears that WWA made a careful review of the proposed action and this Legislature should confirm those findings, now, therefore, it is hereby

RESOLVED, that this Legislature adopts and confirms the findings of the WWA as set forth in the Short Environmental Assessment Form and Negative Declaration concluding the proposed action will not have a significant effect on the environment.

CA-49-12  
BB/ca/G-1217-M  
3/14/12

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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: \_\_\_\_\_

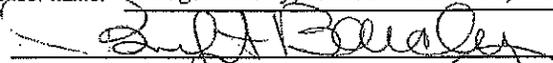
Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: Bridget Barclay, Ex. Director, DCWWA

**Appendix C**  
**State Environmental Quality Review**  
**SHORT ENVIRONMENTAL ASSESSMENT FORM**  
**For UNLISTED ACTIONS Only**

**PART I - PROJECT INFORMATION (To be completed by Applicant or Project Sponsor)**

1. APPLICANT/SPONSOR Dutchess County Water and Wastewater Authority (DCWWA)	2. PROJECT NAME Fairways Water System (Zone of Assessment letter "M")
3. PROJECT LOCATION: Municipality <u>Town of Red Hook</u> County <u>Dutchess</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) Project area principally located in the vicinity of Fairway Lane and Tee Lane. (see attached map).	
5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: 1.) Acquisition of land, easements, facilities, and other assets of Fairways Water Corp.; 2.) Creation of Zone of Assessment "M"; 3.) Execution of Service Agreement Amendment for Zone "M" between DCWWA and Dutchess County; 4.) Provision of water service to Zone "M".	
7. AMOUNT OF LAND AFFECTED: Initially <u>29 acres</u> acres    Ultimately <u>29 acres</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: The proposed Fairways Water System (Zone of Assessment "M") will include a total of fifty (49) tax parcels, consisting of twelve (12) single family residences, thirty-six (36) townhouses, and one parcel to be owned by the Authority for the water treatment plant and well field.	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:  County Legislature - project approval and creation of Zone of Assessment; NYS DEC - Water Supply Permit	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, list agency(s) name and permit/approvals:  NYS DEC Water Supply Permit No. 3-1348-55/1-0 WSA #8794 (PWS ID#. NY1330342)	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Bridget Barclay, Executive Director, DCWWA</u> Date: <u>02-07-2012</u> Signature: <u></u>	

**If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment**

OVER

1



State Environmental Quality Review  
**NEGATIVE DECLARATION**  
Notice of Determination of Non-Significance

Project Number

Date: 02-07-2012

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The DutchessCountyWater/WastewaterAuthority as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

**Name of Action:**

Fairways Water System (Zone of Assessment "M")

**SEQR Status:**      Type 1        
                                 Unlisted     

**Conditioned Negative Declaration:**       Yes  
    No

**Description of Action:**

- 1.) Acquisition of land, easements, facilities, and other assets of Fairways Water Corp.
- 2.) Creation of Zone of Assessment "M"
- 3.) Execution of Service Agreement Amendment for Zone "M" between DCWWA and Dutchess County
- 4.) Provision of water service to Zone "M".

**Location:**      (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

1-A/704 Fairway Lane in the Town of Red Hook, NY (map attached)

**ATTACHMENT "A"**

**DUTCHESS COUNTY WATER DISTRICT  
ZONE OF ASSESSMENT "M"**

**DESCRIPTION OF ZONE**

(List of tax parcels)

The Dutchess County Water District Zone of Assessment "M" shall include all those parcels depicted on the attached map. These parcels are further described by the following list of tax parcel grid numbers:

6371-02-644999	6371-02-631954	6372-04-767017	6372-04-771017
6371-02-712998	6371-02-619968	6372-04-705032	6372-04-795010
6371-02-795973	6371-02-662960	6372-04-774018	6372-04-753034
6371-02-796989	6371-02-780944	6372-04-736038	6372-04-751037
6371-02-795978	6372-04-729037	6372-04-702031	6372-04-734037
6371-02-795982	6372-04-713033	6372-04-754030	6372-04-797002
6371-02-794976	6372-04-708033	6372-04-725036	6372-04-796005
6371-02-796984	6372-04-732037	6372-04-755029	
6371-02-621993	6372-04-779021	6372-04-758023	
6371-02-797998	6372-04-794007	6372-04-717035	
6371-02-820938	6372-04-782021	6372-04-711084	
6371-02-647962	6372-04-660010	6372-04-742039	
6371-02-675979	6372-04-793013	6372-04-681018	
6371-02-695986	6372-04-776020	6372-04-757026	



# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012090                      ADOPTION OF NEGATIVE DECLARATION IN CONNECTION  
 WITH THE ESTABLISHMENT OF ZONE "M" ZONE OF  
 ASSESSMENT IN THE TOWN OF RED HOOK

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012090 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012091

RE: ESTABLISHING ZONE "M" ZONE OF ASSESSMENT  
IN THE DUTCHESS COUNTY WATER DISTRICT IN THE  
TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

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

WHEREAS, the New York State Legislature, by Chapter 592 of the Laws of 1991 (§1123, Public Authorities Law), created the Dutchess County Water & Wastewater Authority (WWA), and established the Dutchess County Water District covering all the areas within the boundaries of Dutchess County, and

WHEREAS, WWA proposes to acquire the Fairways at Red Hook Water System located in the Town of Red Hook from the current owner, Fairways At Red Hook, LLC commonly known as the Fairway Water Corporation, and

WHEREAS, this acquisition is a voluntary conveyance by the current owner to the WWA and will provide water services to all properties within the system's current service area, and

WHEREAS, the water distribution facilities serve approximately forty-nine (49) tax parcels, consisting of twelve (12) single family residences, thirty-six (36) townhouses, and one (1) parcel to be owned by the Authority for the water treatment plant and well field, and

WHEREAS, this Legislature has before it a Map, Plan and Report entitled "Map, Plan and Report, Dutchess County Water District, Zone of Assessment "M", which was submitted to it by the WWA with the Notice of Project pursuant to Section 1124 of the Public Authorities Law, and

WHEREAS, WWA proposes to enter into an Eleventh Restatement of the Amended Service Agreement with Dutchess County (County), on behalf of the proposed Zone of Assessment "M" ("Zone "M") whereby the District will provide water service to customers within the Zone at rates established by WWA, and

WHEREAS, this Legislature must establish Zone of Assessment "M" in the Dutchess County Water District covering the area of the Fairways at Red Hook Water System in the Town of Red Hook, described in "Attachment A", and

WHEREAS, the average annual customer cost to the typical one family home is estimated to be \$777.00, and

WHEREAS, this Legislature conducted a public hearing on this proposal on April 16, 2012 and heard all persons interested, and

WHEREAS, the establishment of said Zone "M" Zone of Assessment will ensure an economical, efficient water system for all properties within the service area, now, therefore, be it

RESOLVED that this Legislature hereby waives the notice provisions of Section 1124 of the Public Authorities Law and by this Resolution consents to this project, and be it further

RESOLVED, that it is hereby determined that all the property and property owners within the proposed Zone "M" Zone of Assessment are benefited thereby and all the property and property owners benefited are included within the proposed Zone "M" Zone of Assessment, and it is in the public interest to create the Zone "M" Zone of Assessment, and be it further

RESOLVED, that the Zone "M" Zone of Assessment in the Town of Red Hook in the area of the Fairways at Red Hook Water System, more particularly described in "Attachment A" attached hereto is hereby established, and be it further

RESOLVED, that this resolution is subject to permissive referendum.

CA-45-12

JMF/ca/G-1217-M

3/8/12

Fiscal Impact: See attached statement

  
APPROVED  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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: Bridget Barclay, Ex. Director, DCWWA

# **DUTCHESS COUNTY WATER DISTRICT**

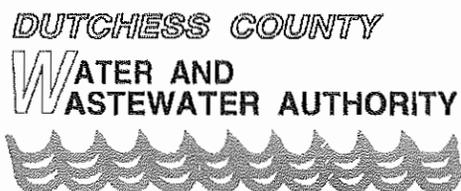
## **Zone of Assessment “M”**

(Fairway Water System)  
Red Hook, NY

# **MAP, PLAN AND REPORT**

March 12, 2012

Dutchess County Water and Wastewater Authority  
Poughkeepsie, NY



March 12, 2012

**DUTCHESS COUNTY WATER DISTRICT  
ZONE OF ASSESSMENT letter "M"  
(Fairway Water System)**

**MAP, PLAN AND REPORT**

This Map, Plan and Report contains the information required for the formation of the proposed Dutchess County Water District Zone of Assessment "M", which includes an area of approximately 49 acres located principally along of Fairway Lane and Tee Lane off Route 199 in the Town of Red Hook, NY.

Upon successful formation of Zone of Assessment "M" (the "Zone") by the Dutchess County Legislature, ownership and operation of the Fairways Water System will transfer to the Dutchess County Water and Wastewater Authority ("DCWWA", "Authority") in accordance with the terms and conditions set forth in an agreement between the Authority and the Fairways Water Corporation, Inc. Information provided herein includes the proposed zone boundaries and a list of the tax parcels that will comprise the future Zone of Assessment, as well as a description of the current and proposed infrastructure by which water will be treated and conveyed.

In addition, budgetary estimates for the first year capital, operation and maintenance costs, as well as a cost allocation formula, have been included with this report.

The Dutchess County Water and Wastewater Authority will enter into a contract (the "Service Agreement") with the Dutchess County Water District for the purpose of administering the retail sale of water to all properties within the proposed Zone of Assessment "M", with such service to be provided through the water system facilities as described below. The Authority will administer the Zone pursuant to guidelines established by the Service Agreement and collect water revenues. Water rates will be set annually by the Authority.

**HISTORY**

In 1993 the NYS Department of Environmental Conservation (NYS DEC) issued Water Supply Permit Number 3-1348-55/1-0 for WSA#8794 for the Fairways at Red Hook. In the same year the Dutchess County Department of Health (DC DOH) approved the subdivision. The Engineer certified the water system construction was completed on February 9, 1999. The water system was initially owned and operated by Red Hook Fairways Inc. As per Water Supply Permit condition number 15 the NYS DEC transferred the Water Supply Permit to the Home Owners Association to be operated by the Transportation Corporation Fairways Water Company, Inc.

**ZONE OF ASSESSMENT**

The proposed Zone of Assessment, delineated on the attached map and list of tax parcels (Appendix "A"), presently includes a total of 49 tax parcels. The proposed Zone is comprised of 12 single family residences on individual lots and 6 buildings, each with 6 adjoining town homes (total of 36 units.) and one parcel that will be owned by the DCWWA for the well field and water treatment plant. Each town home is owned fee simple with the common property owned by a homeowner's association. The development is built out and all residences are occupied. The boundaries of Zone of Assessment "M" will be coterminous with those of the Fairways Water System service area.

**PHYSICAL FACILITIES**

The current Fairways Water System is comprised of the following system components:

#### Water Supply System

The treatment building is constructed of concrete masonry with an asphalt shingle roof. It is exposed on the north and west sides, and underground on the east (hydro-pneumatic tank) and south (storage tank) side.

The present water supply source consists of two (2) wells located at the water treatment plant. Wells No. 1 and 2 are permitted for withdrawal at 30 and 41 gpm, respectively. There is no history of failure of the wells to meet demand. Each well supply is individually metered. Both wells are reported to be 370' deep and based in bedrock. The well pumps are rated at 28 gpm at 450 total discharge head (tdh). Well pumps are set at 375' and 360' below the ground surface for Wells No.1 and 2 respectively. Each well has its own chlorine injection pump which operates with the well pump. The two chlorine injection pumps are each rated for 15 gpd at 100 psi. Both injection pumps draw the chemical solution from separate 55 gallon crocks. Chemicals are not routinely stored in the facility per the operators, but brought on an as needed basis. The system has an automatic chlorine residual analyzer and chart recorder

Water produced from each well is disinfected by chlorination and delivered to a buried 20,000 gallon steel storage tank. The distribution system is supplied by two, 100% capacity electric driven pumps rated at 140 gpm at 140' tdh. Pressure is maintained within the system for small demands by a 2,000 gallon steel hydro-pneumatic tank. The system is designed to deliver water between 40 and 60 psi of pressure to the system. The buried steel hydro-pneumatic and storage tanks are original to the system.

Since there is no backup generator to provide electricity to the water treatment plant, only the water present in the 2,000 gallon steel hydro-pneumatic tank is available to supply flow and pressure to the Fairways system during outside utility power outages. The facility includes a manual switch and receptacle to connect a portable generator when necessary.

#### Transmission and Distribution

Available drawings indicate that the Fairways development is served by an 8" diameter cement lined ductile iron piping distribution system which runs through the HOA property and public road right of way of Fairway Lane from the water production facility located at 704 Fairway Lane (File Map Parcel A-1.)

Per the drawings, valves are located within the distribution system to facilitate isolation of sections to allow maintenance and repair of the piping.

Flushing hydrants consist of standard fire hydrants located near the treatment building, at the center of the town home area and at the end of the line at the end of Fairways Lane. Hydrants are painted standard industrial red. By design there is no fire protection available due to a limited number of hydrants, insufficient system storage and inadequate delivery pressure.

Curb valves and boxes are located at the property line for the individual residential lots and near the lot line for the town homes. Some curb valves extend above the grass. The majority of the curb valves are not easily located visually.

Each residence is individually metered using Badger meters. Remote readout registers are located on the exterior of each residence.

#### **WATER USE**

Fairways estimated average water use is approximately 5,100 to 7,000 gallons per day (gpd). There are 48 properties presently served with water from the Fairways water system with 48 service connections. This indicates a range of use per residence from 106 to 146 gpd, with an average day use of 125 gpd.

Ten States Standards require that the system demand be met with the highest capacity well out of service.

Conservatively, the production capability of the system's wells with the largest capacity well out of service is required to be 18,360 gpd (12.8 gpm).

### **FUTURE DEMAND**

The development is built out and all residences are occupied. There are no current or anticipated plans expand the Fairways Water System.

### **WATER QUALITY ISSUES**

The Fairways Water System water has identified no water quality issues at the time of this report.

### **PROJECTED COSTS AND COST ALLOCATION**

#### **Operation and Maintenance (O & M) Budget**

The annual O & M cost is the total cost to the DCWWA to operate the system – labor, electricity, chemicals, insurance, repairs, laboratory fees, etc. The DCWWA has developed an O & M budget projection to help illustrate potential First Year costs of the Fairways Water System under Authority ownership, based on the Authority's prior operating expenses and history for comparable size water systems, and possible anticipated repairs to the system. A copy of the O & M budget projection, using 2012 as a base year for demonstration purposes of those First Year costs, has been included as Appendix "B".

Under this scenario, each Fairways water customer will be charged a rate per thousand gallons of water used, plus a monthly service charge per service connection.

All future O & M system budgets, rates, fees and other charges are reviewed annually and subject to change by the DCWWA Board of Directors.

#### **Capital Costs and Allocation:**

At this time, there are no capital improvements to be funded through the issuance of bonds; all planned improvements will be funded through the O & M charges. Should the Authority, in the future, issue bonds for capital improvements, annual debt expenses will be allocated equitably among all parcels within the Zone of Assessment through the assignment of benefit units to each parcel. The methodology for the assignment of benefit units is attached (see Appendix "C"). All benefit units would be charged at the same rate. The annual benefit assessment would appear on the respective property owner's yearly land tax bill.

#### **Annual Cost per a Typical Property – First Year: \$777**

The proposed rate structure based on the O & M budget projection, includes a monthly service charge (\$46) and five dollar per thousand gallon usage rate. The total annual cost per customer would increase by approximately \$42 from \$733 to \$777. This comparison is based on the existing 2012 Fairways Water Corporation Rate Schedule and an average of 125 gallons per day consumed per household. A system budget based on these rates will build appropriate fund balances to maintain the public water supply in good working order and help offset future capital improvements.

#####

### **APPENDICES**

- Appendix A – Description of Zone (list of parcels and service area map).
- Appendix B – Proposed Operation & Maintenance Costs
- Appendix C – Benefit Assessment Methodology

**APPENDIX "A"**

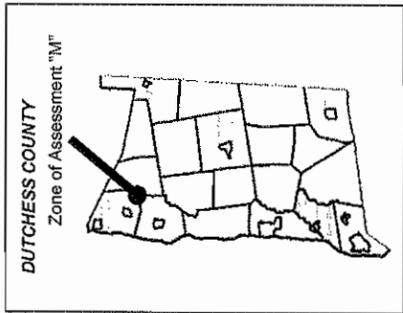
**DUTCHESS COUNTY WATER DISTRICT  
ZONE OF ASSESSMENT "M"**

**DESCRIPTION OF ZONE**

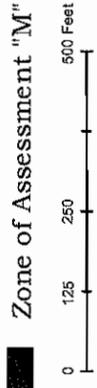
**(map and parcel listing)**

The Dutchess County Water District Zone of Assessment "M" shall include all those tax parcels presently indicated on the attached boundary map. These parcels are further described by the following list of tax parcel grid numbers:

6371-02-644999	6371-02-631954	6372-04-767017	6372-04-771017
6371-02-712998	6371-02-619968	6372-04-705032	6372-04-795010
6371-02-795973	6371-02-662960	6372-04-774018	6372-04-753034
6371-02-796989	6371-02-780944	6372-04-736038	6372-04-751037
6371-02-795978	6372-04-729037	6372-04-702031	6372-04-734037
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6371-02-675979	6372-04-793013	6372-04-681018	
6371-02-695986	6372-04-776020	6372-04-757026	



Fairways Water System  
Red Hook, NY  
Zone of Assessment "M"



DUTCHESS COUNTY  
Water & Wastewater Authority  
27 High Street  
Poughkeepsie, NY 12601

Sheet No.  
1 of 1

Data Sources: - Dutchess County Real Property Tax Site No. Agency  
Prepared by: - Dutchess County Water and Wastewater Authority  
Drawn by: Jonathan Chu, Inc., Project Fabricator  
Date: March 2012

**APPENDIX "B"**

Proposed

**Operation & Maintenance Costs**

*Illustrative of projected first year O & M expenses, revenues and rates*

for customers of

Fairways Water System (Zone of Assessment "M")



### Acquisition Costs

Item	Description	Cost
1	Property Boundary Survey	\$3,500.00
2	Survey for Well Easements	\$6,000.00
3	Bookkeeping	\$1,500.00
4	Buildings and Grounds	\$3,000.00
5	Attorney's Fees Easements	\$3,500.00
6	Misc. Filing Fees	\$500.00
	<b>TOTAL</b>	<b>\$18,000.00</b>

### Equipment Repair and Maintenance - Plant

Item	Description	Cost
1	Meters/Sample Collection	\$1,000.00
2	2 Well Meter Replacements	\$3,000.00
3	Create Direct Access to Wells	\$5,000.00
5	Permit Fees	\$2,500.00
7	Install Owner Identification Sign	\$300.00
8	Security Light w/ Photo & Motion Sensors	\$750.00
	<b>Total</b>	<b>\$12,550.00</b>

**APPENDIX "C"**

Proposed

Fairways Water System (Zone of Assessment "M")

**BENEFIT ASSESSMENT METHODOLOGY**

**DEVELOPED LAND** (Use the higher of either LAND USE/WATER USE or ACREAGE)

**LAND USE/WATER USE**

**RESIDENTIAL**

**FIRST DWELLING UNIT 10**  
**EACH ADDITIONAL DWELLING UNIT 8**

**COMMERCIAL/INSTITUTIONAL:**

**FIRST 500 GPD WATER USAGE 20**  
**EACH ADDITIONAL 100 GPD 4**

**ACREAGE**

**FIRST 2 ACRES 10**  
**EACH ADDITIONAL WHOLE ACRE 2**

**UNDEVELOPED LAND**

**FIRST 2 ACRES 8**  
**EACH ADDITIONAL WHOLE ACRE 2**

**STATE PARK LANDS**

**FIRST 500 GPD WATER USAGE 20**  
**EACH ADDITIONAL 100 GPD 4**

# 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 Resolution: ✓ Total: 12  
 Absent: 0 Motion: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
 Vacant: 0 Abstentions: \_\_\_\_\_

2012091 ESTABLISHING ZONE "M" ZONE OF ASSESSMENT IN THE  
 DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF RED  
 HOOK, DUTCHESS COUNTY, NEW YORK

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012091                      ESTABLISHING ZONE "M" ZONE OF ASSESSMENT IN THE  
 DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF RED  
 HOOK, DUTCHESS COUNTY, NEW YORK

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012091 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012092

RE: APPROVING AN AMENDED AND ELEVENTH RESTATEMENT OF THE SERVICE AGREEMENT BY AND BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY FOR ZONE "M" ZONE OF ASSESSMENT

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

WHEREAS, this Legislature has before it a resolution for the establishment of Zone "M" Zone of Assessment, covering the Fairways at Red Hook Water System, in the Town of Red Hook, and

WHEREAS, this Legislature has previously approved a Service Agreement, dated as of June 1, 1998, between the County of Dutchess ("County"), for and on behalf of the Dutchess County Water District and the Dutchess County Water and Wastewater Authority ("WWA"), which said Agreement has been amended and restated to cover Zones of Assessment "A," "B," "C," "D," "E," "F," "G," "H," "Valley Dale," "I," "J," "K", and "L" and

WHEREAS, this Legislature has under consideration an Amended and Eleventh Restatement of the Service Agreement by and between the County for and on behalf of the Dutchess County Water District and WWA, by the terms of which WWA will produce and sell water to the County on behalf of the Zone "M" Zone of Assessment (Zone "M") and the County will levy benefit assessments to pay for the capital costs of the existing water system and provide for the enforcement of delinquent water bills within the boundaries of Zone "M", and

WHEREAS, this Legislature, by separate Resolution has confirmed the findings of the WWA made the 16th day of April, 2012, that the establishment of Zone "M" Zone of Assessment will have no significant effect on the environment, and

WHEREAS, the approval of the Eleventh Restatement is in the best interests of the citizens of Dutchess County, now, therefore, be it

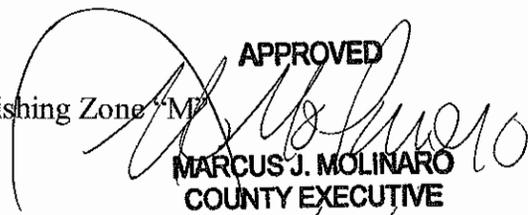
RESOLVED, that the Amended and Eleventh Restatement of the Service Agreement between the County of Dutchess on behalf of Zone "M" Zone of Assessment is approved and the County Executive is authorized and empowered to execute said Agreement on behalf of the County in substantially the same form as on file in the Office of the Legislative Clerk

CA-48-12 BB/ca/G-1217-M 3/14/12

Fiscal Impact: See statement attached to Resolution establishing Zone "M"

STATE OF NEW YORK  
COUNTY OF DUTCHESS

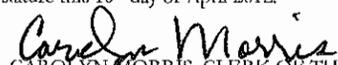
ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

4/20/2012  
Date

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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: Bridget Barclay, Ex. Director, DCWWA

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SERVICE AGREEMENT

Dated as of June 1, 1998

Amended and Eleventh Restatement As of May 1, 2012

between

COUNTY OF DUTCHESS, NEW YORK,  
for and on behalf of the Dutchess County Water District

and

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

Integrated Water Supply, Purification and Distribution System  
Dutchess County, New York

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THIS SERVICE AGREEMENT, dated as of June 1, 1998, amended and Eleventh Restatement as of May 1, 2012, by and between the COUNTY OF DUTCHESS, NEW YORK, a municipal corporation of the State of New York having its office at 22 Market Street, Poughkeepsie, New York for and on behalf of the Dutchess County Water District, a water district of the County having those powers provided in Article 5-A of the County Law and the DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a public benefit corporation of the State of New York having its office at 27 High Street, Poughkeepsie, New York.

WITNESSETH:

WHEREAS, the County is concerned with the need for the affordable provision of potable water to, generally, Persons within the Water District and, specifically, Persons within the Zones of Assessment and areas adjacent thereto to which affordable potable water may be provided through the Water System; and

WHEREAS, the Authority has, pursuant to the Act and (i) an Agreement For Transfer Of Water System, between the Authority and the Hyde Park Fire And Water District, acquired the Hyde Park Water System from the Hyde Park Fire And Water District, (ii) an agreement between the Authority and the County acquired the Staatsburg Water System, (iii) an agreement between the Authority and the Town of Hyde Park, acquired the assets of the Harbour Hills Water District, (iv) an agreement between the Authority and the Schreiber Water Works Corp., acquired the water supply system of the Schreiber Water Works, (v) an agreement between the Authority and the Hillis Park Water Corporation, acquired the Hillis Park Water System, a/k/a the Valley Dale Water System, (vi) an agreement between the Authority and Rokeby Homes, Inc., acquired the water distribution system serving Rokeby Homes, (vii) an agreement between the Authority and Sarcar LLC, acquired the water distribution system serving the Crofton Mews

Apartment Complex, (viii) an agreement between the Authority and the Farm Water Company, Inc., acquired the water supply and distribution system serving the Dalton Farms Development, the Poughquag Hamlet Water Improvement Area and the residential subdivisions known or proposed to be known substantially as Victoria Estates and Plum Court, all being within the Town of Beekman, (ix) an agreement between the Authority and the County to purchase and install the Route 9 Connecting Main, the 1998 Capital Construction and the 2000 Harbour Hills Capital Construction, (x) an agreement to acquire upon completion the water distribution facilities serving the Jeffrey Groves Estate subdivision in the Town of Hyde Park, (xi) an agreement between the Authority and Shore Haven Civic Association Inc., acquired the water supply and distribution system serving a residential community in the Town of Pawling west of Whaley Lake, (xii) an agreement between the Authority and Birch Hill Water Supply, Inc. acquired the water supply and distribution system serving a residential community in the Town of Beekman known as Birch Hill Manor and Highview Manor, (xiii) an agreement between the Authority and the County to purchase and install the Route 9G Interconnection Main, and (xiv) an agreement between the Authority and Fairway Water Corp. acquired the Fairways Water System in the Town of Red Hook; and

WHEREAS, the parties propose to enter into this Service Agreement in order that the Authority may cause Water Service to be provided to Persons within certain areas within the Water District and that the County may accept and pay for such Water Service. So long as the Authority, its successors and assigns, provides Water Service, the County shall be obligated to pay Service Fees, all as more particularly set forth herein; and

WHEREAS, in consideration of the premises and the respective provisions and agreements hereinafter contained and other good and valuable consideration, receipt of which is

hereby acknowledged, the Authority agrees to provide, and the County agrees to accept and pay for, Water Service on the following terms and conditions:

## **ARTICLE 1.**

### **DEFINITIONS**

Unless the context shall otherwise require, capitalized terms herein have the meaning given to them as follows:

“Act” means Title 6-C of Article 5 of the Public Authorities Law of the State.

“Additional Indebtedness” means Additional Parity Indebtedness as defined in the Bond Resolution.

“Alterations” means reconstruction, construction of additions to or any other improvements to the Water System which would be an increase and improvement to the Water System under Section 268 of the County Law of the State, as the same may be amended from time to time.

“Authority” means (i) the Dutchess County Water and Wastewater Authority and its successors and assigns, and (ii) any political subdivision resulting from or surviving any consolidation or merger to which the Authority or its successors may be a party.

“Basic Service Agreement Term” means the period commencing on the Closing Date and terminating on the earlier of (i) the date of maturity of the Bonds or (ii) the date on which the Bonds are paid or provision for the payment thereof has been made as provided in the Bond Resolution.

“Birch Hill Bonds” means the bonds (not exceeding \$850,000) issued by the Authority under the Bond Resolution to finance improvements to the Birch Hill Water System, reserves and costs of issuance.

“Birch Hill Water System” means the water supply and distribution system acquired by the Authority from Birch Hill Water Supply, Inc. to provide potable water to Birch Hill Manor and Highview Manor, all being within the Town of Beekman, including any additions thereto or deletions therefrom from time to time.

“Birch Hill Water System Operating Expenses” means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Birch Hill Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Birch Hill Water System, or of providing potable water through any other means to Persons within the Zone K Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone K Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Birch Hill Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone K Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone K Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone K Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

“Bondholder” means the Person in whose name any Bond is registered pursuant to the Bond Resolution.

“Bond Resolution” means the General Revenue Bond Resolution for the Bonds, including any supplemental Bond Resolution, as the same may be amended from time to time.

“Bonds” means, collectively, the 1998 Bonds, the 1999 EFC Refunding Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 EFC Refunding Bonds, the 2002 Refunding Bonds, the 2004 Bonds, the Birch Hill Bonds, the Shore Haven Bonds, the Route 9G Interconnection Water Main Bonds, and any other Additional Indebtedness.

“Business Day” means any day (other than Saturday or Sunday) during which (i) commercial banks located in the State or in the city in which the principal office of the Trustee are located are not required or authorized by law to close; and (ii) The New York Stock Exchange, Inc. is not closed.

“Closing Date” means the date of delivery of the 1998 Bonds.

“Condemnation” means the lawful taking of the Water System or any part thereof by a governmental body.

“County” means the County of Dutchess, New York, or its successors or assigns.

“Credit Facility” means any credit enhancement, guaranty, letter of credit, insurance policy, surety bond, standby bond purchase agreement or other credit facility or liquidity facility, and any extension or renewal thereof which is delivered to the Trustee as security or liquidity for the payment of the principal or purchase price of or interest on any series of Bonds or any portion thereof, and as further provided in the Bond Resolution.

“Credit Facility Provider” means the provider of any Credit Facility.

“Crofton Mews Water Distribution System” means the water distribution system acquired by the Authority from Sarcar LLC to provide potable water from the Hyde Park Water system to the Crofton Mews Apartment Complex, including any additions thereto or deletions therefrom from time to time.

“Crofton Mews Water Distribution System Operating Expenses” means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Crofton Mews Water Distribution System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Crofton Mews Water Distribution System, or of providing potable water through any other means to Persons within the Zone G Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone G Zone of Assessment, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone G Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone G Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone G Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

“Dalton Farms Water System” means the water supply and distribution system acquired by the Authority from the Farm Water Company, Inc. to provide potable water to the Dalton Farms Development, the Poughquag Hamlet Water Improvement Area and the residential subdivisions known as or proposed to be known substantially as Victoria Estates and Plum Court, all being within the Town of Beekman, including any additions thereto or deletions therefrom from time to time.

“Dalton Farms Water System Operating Expenses” means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Dalton Farms Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Dalton Farms Water System, or of providing potable water through any other means to Persons within the Zone H Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone H Zone of Assessment (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expenses incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to either the 2004 Bonds or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone H, Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

“Discharge Date” means the date on which the Bonds have been paid in full or provision therefrom made in accordance with the terms of the Bond Resolution.

“Governmental Requirements” means federal, State and local laws, rules, regulations and ordinances applicable at the time to the construction, operation and maintenance of the Water System.

“Fairways Water System” means the system for the distribution of potable water acquired by the Authority to serve Persons within the Zone M Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

“Fairways Water System Operating Expenses” means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Fairways Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Fairways Water System, or of providing potable water through any other means to Persons within the Zone M Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone M Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone M Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone M Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

“Harbour Hills Water District” means that water district created under the Town Law of the State by, and located in, the Town of Hyde Park, Dutchess County, New York known as the Harbour Hills Water District, or its successors or assigns.

“Harbour Hills Water System” means the system for the distribution of potable water constructed by the Authority to serve Persons within the Zone D Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

“Harbour Hills Water System Operating Expenses” means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Harbour Hills Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Harbour Hills Water System, or of providing potable water through any other means to Persons within the Zone D Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone D Zone of Assessment and fire hydrants for the Zone D Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone D Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to the 2000 Series B Bonds, or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone D Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

“Hyde Park Fire and Water District” means that district corporation located in the Town of Hyde Park, Dutchess County, New York known as the Hyde Park Fire and Water District, or its successors or assigns.

“Hyde Park Water System” means the system for the supply, purification and distribution of potable water and the fire hydrants acquired by the Authority from the Hyde Park Fire and Water District on the Closing Date, including any addition thereto or deletion therefrom from time to time.

“Hyde Park Water System Operating Expenses” means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Hyde Park Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System, or of providing potable water through any other means to Persons within the Zone A Zone of Assessment, the Zone B Zone of Assessment, or the Zone L Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment and fire hydrants for the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment, and, specifically, with respect to fire hydrants as may be required pursuant to Article III of the Transfer Agreement, including costs of any alteration for which Additional Indebtedness have not been issued, (ii) any Litigation Expenses or Other Litigation Expenses to be paid or paid by the Authority other than from Additional Indebtedness (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment, (iv)

any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to the 1998 Series A Bonds, the 1998 Series B Bonds, the 1998 Series C Bonds, or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone A Zone of Assessment, the Zone B Zone of Assessment or the Zone L Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Jeffrey Groves Water System" the system for the distribution of potable water acquired by the Authority to serve Persons within the Zone I Zone of Assessment, including any addition thereto or deletion therefrom from time to time.

"Jeffrey Grove Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Jeffrey Groves Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Jeffrey Groves Water System, or of providing potable water through any other means to Persons within the Zone I Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone I Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone I Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the

Authority to the Zone I Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone I Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

“Lien” means any sale, transfer, assignment, disposition, mortgage, pledge, security interest, lien, judgment lien, easement or other encumbrances on title, except Permitted Liens.

“Litigation Expenses” means Litigation Expenses as defined in Section 1.4(b) of the Transfer Agreement in excess of \$400,000.

“1998 Bonds” means, collectively, the 1998 Series A Bonds, the 1998 Series B Bonds, the 1998 Series C Bonds, the 1998 Series Capital Construction Bonds and the 1998 Series Staatsburg Bonds.

“1998 Capital Construction” means the purchase and installation of an additional raw water pump and an additional finished water pump in or at the water treatment plant, being part of the Hyde Park Water System.

“1998 Series A Bonds” means the 1998 Series A Bonds as defined in the Bond Resolution.

“1998 Series B Bonds” means the 1998 Series B Bonds as defined in the Bond Resolution.

“1998 Series C Bonds” means the 1998 Series C Bonds as defined in the Bond Resolution.

“1998 Series Capital Construction Bonds” means the 1998 Series Capital Construction Bonds as defined in the Bond Resolution.

“1998 Series Staatsburg Bonds” means the 1998 Series Staatsburg Bonds as defined in the Bond Resolution.

“1999 EFC Refunding Bonds” means the Series 1999-SDW Bonds as defined in the Bond Resolution.

“Operating Expenses” means, collectively, Hyde Park Water System Operating Expenses, Staatsburg Water System Operating Expenses, Harbour Hills Water System Operating Expenses, Schreiber Water System Operating Expenses, Valley Dale Water System Operating Expenses, Rokeby Water System Operating Expenses, Crofton Mews Water Distribution System Operating Expenses, Dalton Farms Water System Operating Expenses, Jeffrey Groves Water System Operating Expenses, Shore Haven Water System Operating Expenses, Birch Hill Water System Operating Expenses, Fairways Water System Operating Expenses, and Other Operating Expenses.

“Other Operating Expenses” means fees and expenses similar to Hyde Park Water System Operating Expenses, Staatsburg Water System Operating Expenses, Harbour Hills Water System Operating Expenses, Schreiber Water System Operating Expenses, Valley Dale Water System Operating Expenses, Rokeby Water System Operating Expenses, Crofton Mews Water Distribution System Operating Expenses, Dalton Farms Water System Operating Expenses, Jeffrey Groves Water System Operating Expenses, Shore Haven Water System Operating Expenses, Birch Hill Water System Operating Expenses, and Fairways Water System Operating Expenses reasonably incurred or to be incurred by or for the Authority in connection

with the provision of potable water by the Authority to areas other than the Zones of Assessment pursuant to an amendment to the Service Agreement.

“Other Litigation Expenses” means expenses incurred by the Authority in the defense and payment of litigation against the Hyde Park Fire and Water District in accordance with Section 1.4(d) of the Transfer Agreement.

“Parts” means tangible and intangible chattels incorporated in the Water System.

“Permitted Liens” means Permitted Encumbrances as defined in the Bond Resolution.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, a governmental body, political subdivision, municipality or authority or any other group or entity.

“Renewal Service Agreement Term” means the Renewal Service Agreement Term provided in Article 6 of the Service Agreement.

“Rokeby Water System” means the system for the supply and distribution of potable water acquired by the Authority from Rokeby Homes, Inc., to serve Persons within the Zone F Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

“Rokeby Water System Operating Expenses” means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Rokeby Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Rokeby Water System, or of providing potable water through any other means to Persons within the Zone F Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone F Zone of Assessment (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating

expenses of the Authority to the Zone F Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone F Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

“Route 9 Connecting Main” means the approximately 11,000 feet of 16+ inch water main to be purchased and installed in or along Route 9 connecting the Hyde Park Water System to the system for the distribution of potable water and fire hydrants serving the Zone C Zone of Assessment acquired by the Authority from the County on the Closing Date, including a water tank and other improvements in connection therewith and other Staatsburg distribution system improvements, all as set forth on the Route 9 Connecting Main Plans and Specifications.

“Route 9 Connecting Main Plans and Specifications” means the Plans and Specifications for the Route 9 Connecting Main on file in the office of the Authority, as the same may be amended from time to time.

“Route 9G Interconnection Main” means the approximately 7,600 feet of 12 inch water main to be installed in or along Route 9G in the Town of Hyde Park, from the northern end of the Zone D Zone of Assessment to connect to the existing Hyde Park Water System water main at White Oaks Road, including incidental improvements.

“Route 9G Interconnection Water Main Bonds” means the bonds (not exceeding \$6,000,000) issued by the Authority under the Bond Resolution to finance the Route 9G Interconnection Water Main, reserves, and costs of issuance.

“Schreiber Water System” means the system for the supply of potable water serving Persons within the Zone E Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

“Schreiber Water System Operating Expenses” means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Schreiber Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Schreiber Water System, or of providing a source of potable water through any other means for Persons within the Zone E Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone E Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone E Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone E Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

“Service Agreement” means this Service Agreement dated as of June 1, 1998, as amended and Eleventh Restatement as of May 1, 2012 by and between the County and the Authority, as the same may be amended from time to time.

“Service Agreement Term” means, collectively, the Basic Service Agreement Term and any Renewal Service Agreement Term.

“Service Event of Default” means an event of default provided in Article 11 of the Service Agreement.

“Service Failure” means the failure of the Authority to provide Water Service to in excess of, collectively, twenty-five per centum of the Persons within the Zones of Assessment and such other Persons within the Water District as the Authority may agree with the County to provide Water Service to pursuant to an amendment to the Service Agreement, for a period of ninety consecutive days.

“Service Fee” means the Service Fee to be paid by the County to the Authority pursuant to Section 5.2 of the Service Agreement.

“Service Fee Payment Date” means the first day of the months of February, May, August and November.

“Shore Haven Bonds” means the bonds (not exceeding \$1,600,000) issued by the Authority under the Bond Resolution to finance improvements to the Shore Haven Water System (Zone of Assessment J), reserves and costs of issuance.

“Shore Haven Water System” means the water supply and distribution system acquired by the Authority from Shore Haven Civic Association Inc. to provide potable water to an area of the Town of Pawling west of Whaley Lake, including any additions thereto or deletions therefrom from time to time.

“Shore Haven Water System Operating Expenses” means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Shore Haven Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Shore Haven Water System, or of providing potable water through any other

means to Persons within the Zone J Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone J Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Shore Haven Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone J Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone J Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone J Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

“State” means the State of New York.

“Staatsburg Water System” means the system for the distribution of potable water and the fire hydrants serving the Staatsburg area of the Towns of Hyde Park and Rhinebeck acquired by the Authority from the County on the Closing Date and the Route 9 Connecting Main and other facilities for the provision of potable water for persons within the Zone C Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

“Staatsburg Water System Operating Expenses” means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Staatsburg Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing

services to the Staatsburg Water System, or of providing potable water through any other means to Persons within the Zone C Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone C Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone C Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone C Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority with respect to the 1998 Series Staatsburg Bonds or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone C Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

“Stipulated Interest Rate” shall be the rate of interest provided in Section 3-a of the General Municipal Law of the State, as the same may be amended from time to time.

“Transfer Agreement” means the agreement for the transfer of Hyde Park Water System dated as of November 20, 1997 by and between the Authority and the Hyde Park Fire and Water District, as the same may be amended from time to time.

“Trustee” means the Trustee for the Bondholders appointed under the Bond Resolution.

“2000 Bonds” means the 2000 Bonds as defined in the Bond Resolution.

“2000 Harbour Hills Construction” means the construction of the Harbour Hills Water System, including the installation of approximately 18,000 feet of ductile iron water pipe with

accessory valves and hydrants, the acquisition of the County-owned water line along County Route 40A and the acquisition of the assets of the Harbour Hills Water District.

“2001 Bonds” means the 2001 Bonds as defined in the Bond Resolution.

“2002 EFC Refunding Bonds” means the Series 2002 WPC Bonds as defined in the Bond Resolution.

“2002 Refunding Bond” means the Series 2002 Harbour Hills Bonds as defined in the Bond Resolution.

“2004 Bonds” means the 2004 Bonds as defined in the Bond Resolution.

“Valley Dale Water System” means the system for the distribution of potable water serving the Valley Dale subdivision of the Town of Pleasant Valley acquired by the Authority from the Hillis Park Water Corporation, including any additions thereto or deletions thereof from time to time.

“Valley Dale Water System Operating Expenses” means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Valley Dale Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Valley Dale Water System, or of providing potable water through any other means to Persons within the Valley Dale Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Valley Dale Zone of Assessment and fire hydrants for the Valley Dale Zone of Assessment, if any, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Valley Dale Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related costs, fee or expense

incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to the 2000 Series A Bonds, or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Valley Dale Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

“Valley Dale Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix F attached hereto and made a part hereof.

“Water District” means the Dutchess County Water District described in Section 1142 of the Public Authorities Law of the State, or its successors or assigns.

“Water Service” means, collectively, either the service of supplying potable water to persons within the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone C Zone of Assessment, the Zone D Zone of Assessment, the Valley Dale Zone of Assessment, the Zone F Zone of Assessment, the Zone G Zone of Assessment, the Zone H Zone of Assessment, the Zone I Zone of Assessment, the Zone J Zone of Assessment, the Zone K Zone of Assessment, the Zone L Zone of Assessment, the Zone M Zone of Assessment or the service of providing a source of potable water for Persons within the Zone E Zone of Assessment, and to any other Person within the Water District as the Authority may agree with the County pursuant to an amendment to the Service Agreement to provide Water Service, either through the Water System or by any other means.

“Water System” means, collectively, the Hyde Park Water System, the Staatsburg Water System, the Harbour Hills Water System, the Schreiber Water System, the Valley Dale Water System, the Rokeby Water System, the Dalton Farms Water System, the Jeffrey Groves Water

System, the Shore Haven Water System, the Birch Hill Water System, and the Fairways Water System as the same may be reconstructed, expanded or supplemented, from time to time, as necessary to provide Water Service pursuant to the Service Agreement.

“Water Treatment Plant” means the water treatment plant constituting part of the Hyde Park Water System, placed in operation in 1994.

“Water Treatment Plant Plans and Specifications” means the plans and specifications for the Water Treatment Plant on file in the office of the Authority.

“Zone A Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix A attached hereto and made a part hereof.

“Zone B Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix B attached hereto and made a part hereof.

“Zone C Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix C attached hereto and made a part hereof.

“Zone D Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix D attached hereto and made a part hereof.

“Zone E Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix E attached hereto and made a part hereof.

“Zone F Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix G attached hereto and made a part hereof.

“Zone G Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix H attached hereto and made a part hereof.

“Zone H Zone of Assessment” means the zone of assessment created within the Water District having those boundaries set forth in Appendix I attached hereto and made a part hereof.

"Zone I Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix J attached hereto and made a part hereof.

"Zone J Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix K attached hereto and made a part hereof.

"Zone K Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix L attached hereto and made a part hereof.

"Zone L Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix M attached hereto and made a part hereof.

"Zone M Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix N attached hereto and made a part hereof.

"Zones of Assessment" means the Zone A Zone of Assessment, Zone B Zone of Assessment, Zone C Zone of Assessment, Zone D Zone of Assessment, Valley Dale Zone of Assessment, Zone E Zone of Assessment, Zone F Zone of Assessment, Zone G Zone of Assessment, Zone H Zone of Assessment, Zone I Zone of Assessment, Zone J Zone of Assessment, Zone K Zone of Assessment, Zone L Zone of Assessment, and Zone M Zone of Assessment.

Words of masculine gender shall mean and include correlative words of feminine and neuter genders. Words importing the singular number shall mean and include the plural number, and vice versa.

## **ARTICLE 2.**

### **REPRESENTATIONS AND WARRANTIES**

**SECTION 2.1. Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a municipal corporation of the State, constituting a political subdivision thereof, duly created and validly existing under the Constitution and laws of the State.

(b) The Water District is a County water district embracing all the territory located within the County, duly created and validly existing under the Constitution and laws of the State, having those powers as are provided in Article 5-A of the County Law of the State and the Act and governed in accordance with the provisions of the County Law of the State.

(c) The County has established within the Water District Zones of Assessment pursuant to and in accordance with provisions and requirements of the County Law of the State. Each of the Zones of Assessment has been duly created and each are validly existing under the Constitution and laws of the State.

(d) The County has the right and lawful authority and power to execute and deliver this Service Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(e) The County has duly authorized, by all necessary actions, the execution and delivery hereof and the performance of the obligations and covenants hereunder and the consummation of the transactions contemplated hereby.

(f) This Service Agreement constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(g) This Service Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby (i) do not and will not in any material respect conflict

with, or constitute on the part of the County a breach of or default under (a) any existing law, administrative regulation, judgment, order, decree or ruling by or to which their revenues, properties or operations are bound or subject or (b) any agreement or other instrument to which the County is a party or by which it or any of its revenues, properties or operations are bound or subject, and (ii) except as expressly set forth herein or authorized hereby, will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the County's revenues, properties or operations.

(h) All consents, approvals, authorizations or orders of, or filings, registrations or declaration with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the County of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(i) Except as set forth in the offering prospectus, official statement or other disclosure document prepared by the Authority with respect to the issuance of the Bonds, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending or, to the best knowledge of the County, threatened, wherein an adverse decision, ruling or finding might adversely affect the transactions contemplated hereby or the validity or enforceability hereof or of any agreement or instrument to which the County is a party or any revenues or properties of the County and which is used or is contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.2. **Representations and Warranties of the Authority.** (a) The Authority is a public corporation and a body corporate and politic, constituting a public benefit corporation, duly created and validly existing under the Constitution and laws of the State.

(b) The Authority is the lawful owner of the Hyde Park Water System, the Staatsburg Water System, the Harbour Hills Water System, the Schreiber Water System, the Valley Dale Water System, the Rokeby Water System, the Crofton Mews Water Distribution System, the Dalton Farms Water System, the Jeffrey Groves Water System, the Shore Haven Water System, the Birch Hill Water System, and the Fairways Water System and possesses all required permits to supply potable water to Persons within the Zones of Assessment. Upon information and belief, the Water Treatment Plant can produce 2.1 million gallons per day potable water. The Authority has a Water Supply Permit permitting withdrawal of water from the Hudson River of 6.0 million gallons per day.

(c) The Authority has the right and lawful authority and power to execute and deliver this Service Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(d) The Authority has duly authorized, by all necessary actions, the execution and delivery hereof and the performance of its obligations and covenants hereunder and the consummation of the transactions contemplated hereby.

(e) This Service Agreement constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(f) This Service Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby (i) do not and will not in any material respect conflict with, or constitute on the part of the Authority a breach of or default under (a) any existing law, administrative regulation, judgment, order, decree or ruling by or to which it or its revenues, properties or operations are bound or subject or (b) any agreement or other instrument to which the Authority is a party or by which it or any of its revenues, properties or operations are bound or subject, and (ii) except as expressly set forth herein or authorized hereby, will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the Authority's revenues, properties or operations.

(g) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(h) Except as set forth in the offering prospectus, official statement or other disclosure document prepared by the Authority with respect to the issuance of the Bonds, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending or, to the best knowledge of the Authority, threatened wherein an adverse decision, ruling or finding might adversely affect the transactions contemplated hereby or the validity or enforceability hereof or of any agreement or instrument to which the Authority is a party or any revenues or properties of the Authority and which is used or is contemplated for use in the consummation of the transactions contemplated hereby.

**ARTICLE 3.**

**PROVISION AND PURCHASE OF SERVICES**

SECTION 3.1. **Water Service; Authority's Obligations.** Upon the terms and conditions hereof, including, specifically and without limitations, Articles 4 and 5 hereof, the Authority shall provide to the County, and the County shall accept and pay for, Water Service.

**ARTICLE 4.**

**THE WATER SYSTEM; OPERATION AND MAINTENANCE; INSURANCE**

SECTION 4.1. **The Water System.** The Authority shall notify the County of the existence or occurrence of any (a) circumstances of which the Authority shall have actual knowledge and which could directly and materially adversely affect the ability of the Water System to provide Water Service or of the Authority to provide Water Service in accordance with this Service Agreement and (b) inquiry with respect to the Water System or the Authority's provision of Water Service by a federal or State authority of which the Authority has actual knowledge. The County shall have the right to assist or participate, at its expense, in any action or proceeding in which the Authority shall have a right to participate relating thereto.

SECTION 4.2. **Minimum Operation and Maintenance Standard for Water System.**

(a) Solely for the purpose of assuring that the Water System will conform to the needs of the County, the Authority will construct the Route 9 Connecting Main in accordance with the Route 9 Connecting Main Plans and Specifications and will construct, reconstruct and will operate the Water System so as to be capable of supplying, purifying and distributing potable water to Persons within the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone C Zone of Assessment, the Zone D Zone of Assessment, the Valley Dale Zone of Assessment, the Zone F Zone of Assessment, the Zone G Zone of Assessment, the Zone H Zone of Assessment, the Zone I Zone of Assessment, the Zone J Zone of Assessment, the Zone K Zone of

Assessment, the Zone L Zone of Assessment, and the Zone M Zone of Assessment and supplying potable water to Persons within the Zone E Zone of Assessment, and providing Water Service to any other Person within the Water System as the Authority may agree with the County pursuant to any amendment to the Service Agreement, in compliance with the Act and with applicable Governmental Requirements.

(b) The Authority agrees that during the Service Agreement Term it will operate and maintain the Water System and every part and parcel thereof in accordance with good commercial practice and in any event will (i) keep the Water System in good and safe condition, repair, working order and condition, ordinary wear and tear excepted; (ii) promptly make all necessary repairs, replacements and renewals to the Water System (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) maintain the Water System in a neat and orderly condition, ordinary wear and tear excepted, and in a condition which permits compliance with, and the Authority will operate the Water System in compliance with, all applicable Governmental Requirements, including without limitation all federal, State and local laws relating to labor, wages, nondiscrimination, water quality, pollution discharge, environmental control, safety and other regulatory requirements; (iv) protect the Water System against deterioration, other than that attributable to ordinary wear and tear; (v) cause the Water Treatment Plant to continue to have the capacity and functional ability to perform, on a continuing basis, in normal commercial operation, at design capacity, the functions for which it was specifically designed, substantially in accordance with and as described in the Water Treatment Plant Plans and Specifications; (vi) comply with such standards and periodic maintenance inspections as shall be required to enforce warranty and similar claims against contractors for the Water System and any standards imposed by any insurance policies in effect

at any time with respect to the Water System or any part thereof; (vii) provide all necessary labor, materials and equipment for the proper operation and maintenance of the Water System; (viii) cause the Water System at all times to be operated and maintained as a water system; (ix) maintain the safety of the Water System at a level consistent with applicable law and the sound operation of a water system; and (x) maintain the Water System in working order, ordinary wear and tear excepted, and in as reasonably safe condition as its operations shall permit. Notwithstanding any of the foregoing, unless a Service Event of Default shall have occurred and be continuing (A) the Authority may provide that the operation of the Water System may be subject to periodic, scheduled or unscheduled, partial shutdowns of portions of the Water System for maintenance or repair, (B) compliance with applicable Governmental Requirements is subject to the provisions of Section 4.6 hereof and, (C) no repair, replacement or maintenance shall be required hereunder or under the provisions of Section 4.3 or 4.4 hereof with respect to portions of the Water System which the Authority, with the consent of the County, determines are no longer necessary to the provision of Water Service.

SECTION 4.3. **Insurance Required.** Without limiting any of the other obligations of the Authority under this Service Agreement, at all time throughout the Service Agreement Term the Authority shall maintain or cause to be maintained at least the following minimum insurance coverage with respect to the Water System:

(a) property damage insurance with respect to any at or above ground physical structures of the Water System insuring against loss or damage from all risks customarily insured against by Person of established reputation under “all-risk” policies with respect to a water supply, purification and distribution system similar to the Water System, including, without limitation, insurance against loss or damage from all risk of physical damage;

(b) “boiler and machinery” property damage insurance with respect to damage (not insured against pursuant to paragraph (a) above) to the machinery, plants, equipment, storage facilities and similar apparatus included in the Water System from risks customarily insured against under “boiler and machinery” policies in an amount equal to the amount established from time to time known as the “maximum probable loss” that may result from the damage insured against under this paragraph (b);

(c) automobile liability coverage, with limits of not less than one million dollars (\$1,000,000) for each occurrence;

(d) comprehensive general public liability insurance applicable to the Water System, including, without limitation, blanket contractual, personal injury, property damage (including broad form property damage and explosion, collapse, and underground property damage) and damage to property of others, including resultant loss of use therefrom, with limits of one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) for primary coverage and five million dollars (\$5,000,000) for excess coverage. All such policies listed in this subparagraph (d) shall list the County as an additional insured;

(e) Workers’ Compensation insurance in the statutory amount, covering all employees of the Authority; and

(f) such other insurance with respect to the Water System in such amounts and against such hazards as is customarily carried by Persons of established reputation operating a water supply, purification and distribution system similar to the Water System.

All premiums with respect to the foregoing insurance shall be paid when due by the Authority and shall constitute an Operating Expense.

SECTION 4.4. **Additional Provisions Respecting Insurance.** (a) All insurance required by Section 4.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Authority and authorized to write such insurance in the State. Such insurance may provide deductible amounts in such maximum amounts as may be recommended by an independent insurance consultant retained by the Authority. All insurance policies carried in accordance with Section 4.3 hereof and all policies taken out in substitution or replacement for any such policies shall provide that the insurance shall not be invalidated by any action or inaction of any Person and shall insure the Authority regardless of any breach or violation by any Person of any warranties, declarations or conditions contained in such policies, shall provide that as against the Authority the insurers shall waive any rights of subrogation, any right of set-off and counterclaim and any other right of deduction whether by attachment or otherwise (except for claims arising out of the willful misconduct or gross negligence of such insured), and shall provide that if such insurance is canceled for any reason whatever, or is changed in any material respect or if such insurance is allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective for 30 days after receipt by the Authority of written notice from such insurers of such cancellation, change or lapse; provided, however, that if it is not commercially practicable at the time of contracting for such insurance to obtain the requirements specified above, such policies shall provide for such requirements for as long a period as shall then be commercially practicable to obtain, if any. Each insurance policy required under Section 4.3 hereof shall be primary without right of contribution from any other insurance which is carried by or on behalf of the Authority.

SECTION 4.5. **Certificates, etc.** (a) On or before the Closing Date, and annually on or before each January 1 thereafter, the Authority will furnish to the County, to the Trustee and to the Credit Facility Provider a certificate of a firm of independent insurance brokers (i) certifying that the insurance then carried and maintained on the Water System complies with the terms hereof, (ii) identifying underwriters, type of insurance, insurance limits and policy term, and (iii) specifically listing the special provisions enumerated for such insurance required by Section 4.4. Upon request, the Authority will furnish to the County, to the Trustee and to the Credit Facility Provider copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the Water System. The Authority will cause such firm to advise the Authority, the County, the Trustee and the Credit Facility Provider in writing promptly of any default in the payment of any premium and of any other act or omission of which they have knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Water System.

SECTION 4.6. **Obligation to Rebuild.** If the Water System shall be damaged or destroyed at any time or title to, or the use of, any part of the Water System shall be taken by Condemnation, in a manner not resulting in a Service Failure, the Authority shall, from the proceeds of any Condemnation award or insurance received by the Authority or from moneys received by the Authority from the County or any other Person, and as provided in the Bond Resolution, promptly replace, repair, rebuild or restore the Water System to substantially the same condition and value as an operating entity as existed prior to such damage or destruction or Condemnation, with such changes, alterations and modifications as may be desired by the Authority, provided that such changes, alterations or modifications do not change the nature of the Water System adversely affecting the tax-exempt status of the interest payable on the Bonds.

SECTION 4.7. **Replacement of Parts.** Except after a Service Failure, the Authority will promptly replace all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever. The Authority may remove in the ordinary course of maintenance, service, repair, overhaul or testing, any Parts, whether or not worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use, provided that the Authority will replace such Parts as promptly as possible. All replacement Parts shall be free and clear of all Liens and shall be in as good operating condition as, and shall have a value and utility at least equal to, the Parts replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof. Any cost incurred by the Authority in complying with this Section 4.7 shall constitute a Hyde Park Water System Operating Expense, a Staatsburg Water System Operating Expense, a Harbour Hills Water System Operating Expense, a Schreiber Water System Operating Expense, a Valley Dale Water System Operating Expense, a Rokeby Water System Operating Expense, a Crofton Mews Water Distribution System Operating Expense, a Dalton Farms Water System Operating Expense, a Jeffrey Groves Water System Operating Expense, a Shore Haven Water System Operating Expense, a Birch Hill Water System Operating Expense, a Fairways Water System Operating Expense or an Other Operating Expense, as determined by the Authority.

SECTION 4.8. **Alterations Required by Law.** Except after a Service Failure, the Authority shall during the Operating Term make such Alterations to the Water System as may be required from time to time to meet Governmental Requirements as soon as practicable after any such Governmental Requirements shall arise and, in any event, within the period specified by applicable law or by such Governmental Requirement, except to the extent Section 4.9 hereof

shall apply. The Authority shall pay for the cost of any Alteration required by law through Additional Indebtedness or moneys available from any other source. The Authority shall use its best efforts to issue Additional Indebtedness to raise money to make such payment if the Authority determines the issuance of Additional Indebtedness to be financially prudent. The consent of the County to the issuance of any such Additional Indebtedness shall not be required. The Authority, prior to the issuance of any such Additional Indebtedness, shall provide the County with a written notice setting forth in reasonable detail the following:

- (a) a description of the nature of and reason for the Alteration required to be made;
- and
- (b) an estimate of the cost of such Alteration.

SECTION 4.9. **Permitted Contests.** If, to the extent and for so long as (a) any contest with respect to any applicable Governmental Requirement relating to the operation or maintenance of the Water System shall be prosecuted in good faith by the Authority or the County or (b) compliance with such Requirement shall have been excused or exempt by a valid nonconforming use permit, waiver, extension or forbearance believed in good faith by the Authority or the County to exempt it from such requirement, the Authority shall not be required to comply with such requirement so long as such contest is being prosecuted or so long as such waiver, extension or forbearance from compliance with such requirement shall be in effect but only if such contest shall not, in the reasonable opinion of the Authority, involve any reasonable likelihood of any (i) foreclosure, sale, forfeiture or loss of, any part of the Water System or of impairment of the operation of the Water System, (ii) the nonpayment of Service Fees, or (iii) a Service Failure.

SECTION 4.10. **Maintenance Reports.** The Authority shall throughout the Service Agreement Term keep such maintenance and repair reports as are customarily kept by Persons of established reputation operating similar properties and as a subsequent operation of the Water System would require. Such reports shall be kept on file by the Authority at its offices and shall be made available to the County, to the Trustee and to the Credit Facility Provider upon reasonable request.

SECTION 4.11. **Litigation Expenses.** The Authority shall during the Service Agreement Term pay such Litigation Expenses and Other Litigation Expenses as shall become payable through Additional Indebtedness or moneys available from any other source, including, without limitation with respect to Litigation Expenses, from proceeds of the 1998 Series B Bonds. The Authority shall use its best efforts to issue Additional Indebtedness to raise moneys to make any such payment if the Authority determines the issuance of Additional Indebtedness to be financially prudent. The consent of the County to the issuance of any such Additional Indebtedness shall not be required. The Authority, prior to the issuance of any such Additional Indebtedness, shall provide the County with a copy of the judgment, compromise or settlement constituting such Litigation Expense or Other Litigation Expense and an estimate of all costs of such Litigation Expense or Other Litigation Expense.

## **ARTICLE 5.**

### **TERM AND SERVICE FEE**

SECTION 5.1. **Term.** This Service Agreement shall be in effect during the Basic Service Agreement Term and, if the County shall elect on the terms and conditions of Section 6.1, during any Renewal Service Agreement Term.

SECTION 5.2. **Service Fee.** (a) The County shall pay to the Authority on each Service Fee Payment Date a Service Fee equal to the sum of (i) the amount of principal of, interest on

and redemption premium for, if any, the Bonds becoming due during the calculation period, including coverage requirements required under the Bond Resolution, if any, less investment earnings on deposit in the accounts for the Bonds in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, (ii) the amount of principal of, interest on and the redemption for, if any, less investment earnings on deposit in the account for such Additional Indebtedness in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, any Additional Indebtedness becoming due during the calculation period, including coverage requirements required under the Bond Resolution, if any, to pay costs of Alterations to the Water System as may be required from time to time to meet Governmental Requirements as provided in Section 4.5 hereof, (iii) the amount of principal of, interest on and redemption premium for, if any, less investment earnings on deposit in the account for such Additional Indebtedness in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, any Additional Indebtedness becoming due during the calculation period, including coverage requirements required under the Bond Resolution, if any, to pay costs of Litigation Expenses or Other Litigation Expenses as provided in Section 4.11 hereof, (iv) the amount of principal of, interest on and redemption for, if any, less investment earnings on deposit in the account for such Additional Indebtedness in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, any other Additional Indebtedness due during the calculation period, including coverage requirements required under the Bond Resolution, if any, the issuance and the inclusion as a component of the Service Fee to which the County, as evidenced by resolution of the County Legislature, has consented, (v) the amount, if any, required to be deposited during the calculation period in any reserve fund established under the

Bond Resolution, and (vi) the aggregate amount of Operating Expenses, less the aggregate amount deposited in the Operating Expense Accounts, or in the Other Operating Expense Account, as provided in paragraph (b) of Section 5.2. For purposes of this Section, a calculation period shall be (i) for payments due under the Bond Resolution, amounts payable on any Payment Date, as defined in the Bond Resolution, occurring during the period commencing on a Service Fee Payment Date and ending the Business Day preceding the next following Service Fee Payment Date and (ii) for Operating Expenses amounts certified to the County by the Authority either as having been paid by the Authority for such expenses from revenues raised by the Authority other than through Water Rates, as defined in paragraph (b) of this Section 5.2, or as being payable by the Authority for such expenses payment of which the Authority does not have funds available for, and, in either case, not yet paid to the Authority by the County, such certificate to be delivered to the County not less than thirty (30) Business Days prior to the Service Fee Payment Date on which such payments shall be made by the County to the Authority. Any amounts paid by the County to the Authority for Operating Expenses as herein provided shall be repaid by the Authority to the County from revenues raised by the Authority through "Water Rates" as soon as practicable under the circumstances.

(b) The Authority hereby covenants and agrees during the Service Agreement Term (i) to raise such amounts as are necessary to pay Hyde Park Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within, except as hereafter provided in paragraph (f) of this Section, the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment, (ii) to raise such amounts as are necessary to pay Staatsburg Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the

Zone C Zone of Assessment, (iii) to raise such amounts as are necessary to pay Harbourn Hills Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone D Zone of Assessment, (iv) to raise such amounts as are necessary to pay Schreiber Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone E Zone of Assessment, (v) to raise such amounts as are necessary to pay Valley Dale Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Valley Dale Zone of Assessment, (vi) to raise such amounts as are necessary to pay Rokeby Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone F Zone of Assessment, (vii) to raise such amounts as are necessary to pay Crofton Mews Water Distribution System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone G Zone of Assessment, (viii) to raise such amounts as are necessary to pay Dalton Farms Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone H Zone of Assessment, (ix) to raise such amounts as are necessary to pay Jeffrey Groves Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone I Zone of Assessment, (x) to raise such amounts as are necessary to pay Shore Haven Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone J Zone of Assessment, (xi) to raise such amounts as are necessary to pay Birch Hill Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone K Zone of Assessment, (xii) to raise such amounts as are necessary to pay Fairways Water

System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone M of Zone of Assessment, (xiii) to raise such amounts as are necessary to pay Other Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act outside of the Zones of Assessment, (xiv) to deposit all revenues raised through water rates in the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment in a separate account to be identified as the “Hyde Park Water System Operating Expense Account” and expend the same only to the payment of Hyde Park Water System Operating Expenses, (xv) to deposit all revenues raised through water rates in the Zone C Zone of Assessment in a separate account to be identified as the “Staatsburg Water System Operating Expense Account” and expend the same only to the payment of Staatsburg Water System Operating Expenses, (xvi) to deposit all revenues raised through water rates in the Zone D Zone of Assessment in a separate account to be identified as the “Harbourd Hills Water System Operating Expense Account” and expend the same only to the payment of Harbourd Hills Water System Operating Expenses, (xvii) to deposit all revenues raised through water rates in the Zone E Zone of Assessment in a separate account to be identified as the “Schreiber Water System Operating Expense Account” and expend the same only to the payment of Schreiber Water System Operating Expenses, (xviii) to deposit all revenues raised through water rates in the Valley Dale Zone of Assessment in a separate account to be identified as the “Valley Dale Water System Operating Expense Account” and expend the same only to the payment of Valley Dale Water System Operating Expenses, (xix) to deposit all revenues raised through water rates in the Zone F Zone of Assessment in a separate account to be identified as the “Rokeby Water System Operating Expense Account” and to expend the same only to the payment of Rokeby Water System Operating Expenses, (xx) to deposit all revenues

raised through water rates in the Zone G Zone of Assessment in a separate account to be identified as the “Crofton Mews Water Distribution System Operating Expense Account” and to expend the same only to the payment of Crofton Mews Water Distribution System Operating Expenses, (xxi) to deposit all revenues raised through water rates in the Zone H Zone of Assessment in a separate account to be identified as the “Dalton Farms Water System Operating Expense Account” and to expend the same only to the payment of Dalton Farms Water System Operating Expenses, (xxii) to deposit all revenues raised through water rates in the Zone I Zone of Assessment in a separate account to be identified as the “Jeffrey Groves Water System Operating Expense Account” and to expend the same only to the payment of Jeffrey Groves Water System Operating Expenses, (xxiii) to deposit all revenues raised through water rates in the Zone J Zone of Assessment in a separate account to be identified as the “Shore Haven Water System Operating Expense Account” and to expend the same only to the payment of Shore Haven Water System Operating Expenses, (xxiv) to deposit all revenues raised through water rates in the Zone K Zone of Assessment in a separate account to be identified as the “Birch Hill Water System Operating Expense Account” and to expend the same only to the payment of Birch Hill Water System Operating Expenses, (xxv) to deposit all revenues raised through water rates in the Zone M Zone of Assessment in a separate account to be identified as the “Fairways Water System Operating Expense Account” and to expend the same only to the payment of Fairways Water System Operating Expenses, such accounts collectively referred to as the “Operating Expense Accounts”, (xxv) to deposit all revenues raised through water rates for Other Operating Expenses in a separate account to be identified as the “Other Operating Expense Account” and expend the same only to the payment of Other Operating Expenses, and (xxvi) to promptly, as soon as such information is available, notify the County of the amounts, if any,

which the County must raise to pay the aggregate amounts of Operating Expenses after giving effect to the aggregate amount deposited or anticipated to be deposited in the Operating Expense Accounts and in the Other Operating Expense Account; provided, however, (i) moneys in any Operating Expense Account not then needed to pay Operating Expenses related to such account may be expended to pay any other Operating Expenses so long as such moneys are repaid to the appropriate account prior to the end of the quarter following the year in which such expenditure is made, and (ii) the amount of water rates so to be raised shall be reduced by the amount of moneys from any other source deposited or estimated to be available for timely deposit in the applicable Operating Expense Account.

(c) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the principal amount of, interest on and redemption premiums for, if any, the 1998 Series A Bonds, the 1998 Series B Bonds, such portion of the 1999 EFC Refunding Bonds the proceeds of which were expended to refund Bonds issued to provide facilities benefiting the properties in the Zone A Zone of Assessment and the Zone B Zone of Assessment, the 2000 Bonds, the 2002 EFC Refunding Bonds and any Additional Indebtedness issued to pay Other Litigation Expenses, if any, becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone A Zone of Assessment and in the Zone B Zone of Assessment.

(d) The County hereby further covenants and agrees that during the Service Agreement Term the annual levy of benefit assessments to be levied on a "Residential Benefit Assessment Unit" in the Zone A Zone of Assessment to pay all or any portion of the Service Fee

due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series A Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, will not exceed the annual levy of benefit assessments to be levied for such purpose on a "Residential Benefit Assessment Unit" in the Zone B Zone of Assessment. For purposes of this Section, a "Residential Benefit Assessment Unit" shall mean the minimum parcel of land, without excess developable land, zoned, under zoning in effect on November 20, 1997, for single family residential use, either developed or undeveloped by the construction of a single family home, upon which a single family home has been constructed or can be, as a matter of right, constructed, shall constitute one (1) "Residential Benefit Assessment Unit".

(e) The County hereby further covenants and agrees that during the Service Agreement Term the annual levy of benefit assessments to be levied on a Residential Benefit Assessment Unit in the Zone A Zone of Assessment to be raised to pay all or any portion of the Service Fee due under this Service Agreement for principal of, interest on and redemption premium for, if any, the 1998 Series A Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, will not, except as hereinafter in this paragraph provided, exceed two hundred eighteen dollars (\$218) (the "Base Assessment"). It is acknowledged and agreed hereunder that limiting the levy of benefit assessments on a Residential Benefit Assessment Unit in the Zone A Zone of Assessment to be raised to pay the component of the Service Fee due under this Service Agreement for principal of, interest on and redemption premium, if any, on the 1998 Series A Bonds becoming due during certain calendar years to the Base Assessment may, and probably will, result in the aggregate levy of benefit assessments to be raised by the County to pay such component of the

Service Fee due in certain calendar years being less than that necessary to pay such component of the Service Fee due in certain calendar years, it being an acknowledged intent and goal of the County in entering into this Service Agreement to levy benefit assessments on undeveloped and commercial properties in the Zone A Zone of Assessment and in the Zone B Zone of Assessment in an amount significantly less than that currently being levied by the Hyde Park Fire and Water District to permit properties taken by the County through foreclosure as a result of the failure of the then property owner to pay assessments or taxes, including Hyde Park Fire and Water District assessments or taxes levied for water purposes, to be sold and to permit and foster development of undeveloped and commercial properties in the Zone A Zone of Assessment and in the Zone B Zone of Assessment, and that, as a result thereof, the County will be required to pay general fund or other moneys (but not including benefit assessments or taxes paid by the County on County-owned property) for such component of the Service Fee during certain calendar years, such payment being hereinafter referred to as a "County Advance" and being authorized by Section 1225(1) of the Public Authorities Law. The County hereby covenants and agrees that after all aggregate County Advances have been repaid to the County solely through "Additional Moneys", no representation concerning the likelihood of such repayment being herein made by the Authority, one-half of "Additional Moneys" thereafter received by the County during the Service Agreement Term shall be applied by the County to reduce the Base Assessment in the Zone A Zone of Assessment in such year or years and in such manner as the County shall determine reasonable and appropriate and the remaining one-half of "Additional Moneys" thereafter received by the County during the Service Agreement Term shall be applied to reduce benefit assessments on all real property, developed and undeveloped, residential and commercial, in the Zone A Zone of Assessment and in the Zone B Zone of Assessment in such

year or years and in such manner as the County shall determine reasonable and appropriate. For purposes of this Section, "Additional Moneys" shall mean (i) net increases in water benefit assessment revenues paid to the County, being increases in assessment revenues realized (a) as a result of the conversion of real property from a residential to a commercial use in the Zone A Zone of Assessment less any decrease in assessment revenues realized as a result of the conversion of real property from a commercial use to a residential use in the Zone A Zone of Assessment, and (b) as a result of the development of vacant real property in the Zone B Zone of Assessment, each as may occur after the Closing Date, (ii) State or federal moneys, or any other sources of loans or grants, whether in the form of a refund, grant, allowance or subsidy, causing a reduction in the Authority's true interest cost on the remaining principal balance on or of the 1998 Series A Bonds and thereby reducing the amounts to be payable by the County therefor pursuant to Section 5.2(a)(i) hereof, and (iii) moneys paid to the County by the Authority as an unexpended fire hydrant repair, maintenance and replacement fee pursuant to Section 3.1(g) of the Transfer Agreement. The Authority hereby covenants and agrees that during the Service Agreement Term it will pay all such unexpended fire hydrant repair, maintenance and replacement fees to the County to repay a portion of County advances as required by such Section 3.1(g) of the Transfer Agreement.

(f) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series C Bonds and any Additional Indebtedness issued from time to time to pay Litigation Expenses becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, and any Litigation

Expenses to be paid or paid by the Authority as Hyde Park Water System Operating Expenses through the annual levy of benefit assessments to be levied upon real property only in the Zone A Zone of Assessment. For purposes of said levy for Litigation Expenses, the definition of Residential Benefit Assessment Unit provided in Section 5.2(d) hereof shall apply.

(g) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series Staatsburg Bonds and such portion of the 1999 EFC Refunding Bonds the proceeds of which were expended to provide facilities benefiting the properties in the Zone C Zone of Assessment becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone C Zone of Assessment.

(h) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series Capital Construction Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property in either the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone C Zone of Assessment or, in any zone of assessment to be established by the County in the future, or any combination thereof, as the County determines to be reasonable and appropriate to reflect the benefit of the 1998 Capital Construction. The Authority hereby agrees to timely recommend to the County the amount to be raised within each of such zones of assessment as it determines,

from time to time, to be reasonable and appropriate to reflect the benefit of the 1998 Capital Construction, but such recommendation shall not be binding upon the County.

(i) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 2001 Bonds and the 2002 Refunding Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone D Zone of Assessment.

(j) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 2004 Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone H Zone of Assessment.

(k) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the Shore Haven Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone J Zone of Assessment.

(l) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the Birch Hill Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone K Zone of Assessment.

(m) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the Route 9G Interconnection Water Main Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone D Zone of Assessment, and the Zone L Zone of Assessment.

(n) The County hereby further covenants and agrees that during the Service Agreement Term the capitalized costs of extending Water Service to Persons in the Water District outside the Zone A Zone of Assessment and outside the Zone B Zone of Assessment, including, without limitation, the capitalized cost of any expansion of the capacity of the Water Treatment Plant required to provide Water Service to such Persons, will not be charged, directly or indirectly, to residential benefit assessment units in either the Zone A Zone of Assessment or the Zone B Zone of Assessment.

SECTION 5.3. **Payment on Business Days.** If any date on which payment of a Service Fee becomes due and payable is not a Business Day, then such payment need not be made on such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date.

SECTION 5.4. **Place of Payment.** All Service Fees shall be paid by the County in immediately available funds before noon, local time at the place of payment, on the due dates therefor at any banking institution in the State with wire transfer facilities which the Authority may designate.

SECTION 5.5. **Late Payment.** If any Service Fee shall not be paid at the place and time provided in Section 5.4 hereof, the County shall pay to the Authority interest (to the extent permitted by law) on such overdue amount from and including the due date thereof to but excluding the date of payment thereof (unless such payment shall be made after noon, local time, at the place of payment on such date of payment, in which case such date of payment shall be included) at the Stipulated Interest Rate. If any Service Fee shall be paid on the date when due, but after noon, local time, at the place of payment, interest shall be payable as aforesaid for one day.

SECTION 5.6. **Nature of Obligations.** (a) Notwithstanding any other provision of this Service Agreement other than Section 5.7, the County shall pay all Service Fees without notice (except to the extent expressly provided herein) or demand and without abatement, suspension, deferment, diminution, reduction, counterclaim, setoff, deduction or defense (except the defense of prior payment) whether or not the County shall have collected all benefit assessments lawfully

levied therefor. The obligations of the County hereunder shall not be released, discharged or otherwise affected for any reason (except as expressly provided in Section 5.7), including without limitation (i) any defect in the design, operation, condition, quality, merchantability or fitness for use of the Water System or any part thereof, (ii) any damage to, or removal, abandonment, salvage, loss, scrapping, reduction, Condemnation, requisition or taking of the Water System or any part thereof, or any commercial frustration of purpose, (iii) any restriction, prevention or curtailment of or interference with Water Service or any use of the Water System or any part thereof, (iv) any defect in title to the Water System or any Lien on such title or on the Water System, (v) any change, waiver, extension, indulgence or other action or omission in respect of any obligation or liability of the Authority, (vi) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the County, the Authority, the Trustee, or any other Person, or any action taken with respect to this Service Agreement by any custodian, trustee or receiver of any of the foregoing Persons or by any court in any such proceeding, (vii) any claims that the County has or might have against any Person, including without limitation the Authority, the Trustee, or any Bondholder, (viii) any change in Governmental Requirements or any failure on the part of the Authority to perform or comply with any term hereof or of any other agreement or (ix) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the County shall have notice or knowledge of any of the foregoing. Neither this Service Agreement nor any provision hereof may be canceled by the County for any reason, and, except as expressly provided in Section 5.7, the County, to the extent permitted by law, waives all rights now or hereafter conferred by statute, constitution or otherwise to terminate or cancel this Service Agreement, or any provision hereof, or to any diminution or reduction of any Service Fee.

(b) Unless there shall have been a Service Failure, the Authority shall be conclusively deemed to have fully discharged its obligation to provide Water Service, notwithstanding any reduction, suspension, curtailment or temporary failure of Water Service, or any other circumstance, regardless of its substantiality, duration or cause.

SECTION 5.7. **Service Failure.** (a) Notwithstanding Section 5.6 or any other provision hereof or of the Bond Resolution, and whether or not this Service Agreement shall have been terminated pursuant to the terms of this Service Agreement or otherwise, the County shall have no obligation during a Service Failure to pay Service Fees on a Service Fee Payment Date.

(b) The Authority, at its option, may cure any Service Failure, provided that (i) within 30 days of the commencement of the Service Failure the Authority delivers to the County a notice (i) of its intention to cure, and (ii) which specifies in reasonable detail the action intended to be taken with respect thereof and the anticipated date of cure and (iii) within 90 days of the commencement of the Service Failure such cure has been completed. Thereafter, the County's obligation to pay Service Fees shall be reinstated, and on the next succeeding Service Fee Payment Date the County shall pay the Service Fee that would otherwise have been payable on such Service Fee Payment Date. The County acknowledges that, pursuant to the Bond Resolution, the rights of the Authority under this Section 5.7(b) have been assigned to the Trustee, to the extent provided therein. This Service Agreement shall terminate after a Service Failure shall have occurred when it is no longer possible to exercise cure rights pursuant to this Section 5.7(b).

(c) Other than as expressly provided in Section 5.7(a) and (b), the County shall not be released during any Service Failure from any obligation hereunder notwithstanding any

diminution, reduction, abatement, suspension, restriction, prevention or curtailment of or interference with Water Service.

## **ARTICLE 6.**

### **RENEWAL OPTIONS**

(a) Unless a Service Event of Default shall have occurred and be continuing, at the time of the notice given pursuant to Section 6.1(b) or at the end of the Basic Service Agreement Term or any Renewal Service Agreement Term during which such notice is given, the County shall have the right, at its option, to renew this Service Agreement (i) at the end of the Basic Service Agreement Term for a period of years not exceeding twenty as the County, in its sole judgment, may determine, commencing at the end of the Basic Service Agreement Term (the “First Renewal Service Agreement Term”), and (ii) if it shall have exercised its option to renew at the end of the Basic Service Agreement Term, at the end of the First Renewal Service Term for such additional periods not exceeding twenty years each as the County, in its sole judgment, may determine, commencing at the end of any such Renewal Service Agreement Term (each renewal being an “Additional Renewal Service Agreement Term”).

(b) To exercise any option to renew this Service Agreement for any Renewal Service Agreement Term, the County shall give the Authority and the Trustee written notice of its election to so renew at least six months (which notice shall be tentative) and at least one month (which notice shall be irrevocable) prior to the commencement date of such Renewal or Additional Renewal Service Agreement Term.

(c) All the provisions of this Service Agreement shall be applicable during any Renewal or Additional Renewal Service Agreement Term.

## **ARTICLE 7.**

### **DISCLAIMER OF WARRANTIES**

NEITHER THE AUTHORITY NOR THE TRUSTEE HAS MADE OR SHALL BE DEEMED TO HAVE MADE TO THE COUNTY ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR USE OF THE WATER SYSTEM (OR ANY PART THEREOF) OR THE WATER SERVICE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE WATER SYSTEM (OR ANY PART THEREOF) OR THE WATER SERVICE. The provisions of this paragraph have been negotiated, and, except to the extent otherwise expressly stated, the foregoing provisions are intended to be a complete exclusion and negation of any representation or warranty by either the Authority or the Trustee, express or implied, with respect to the Water System or the Water Service, that may arise pursuant to any law now or hereinafter in effect or otherwise.

## **ARTICLE 8.**

### **INFORMATION AND INSPECTION**

(a) The Authority shall furnish to the County, the Trustee and the Credit Facility Provider such information concerning the condition, use and operation of the Water System as the County, the Trustee and the Credit Facility Provider may reasonably request. Additionally, the Authority shall permit any authorized representative of the County, the Trustee and the Credit Facility Provider, at such Person's risk and expense, to visit and inspect the Water System, its condition, use and operation and the records maintained in connection therewith,

provided that such visits and inspections do not interfere with the operations of the Water System or the Authority and are scheduled at the reasonable request of the County, the Trustee and the Credit Facility Provider at times mutually convenient to such Person and the Authority, the Authority hereby agreeing to make all reasonable efforts to arrange for such visits and inspections at times convenient for such Person. Neither the County, the Trustee nor the Credit Facility Provider shall have any duty to make any such inspection nor shall any of them incur any liability or obligation by reason of not making any such inspection.

(b) The Authority and the County shall each forward to the Credit Facility Provider such financial information and other information about themselves as the Credit Facility Provider may reasonably request.

#### **ARTICLE 9.**

#### **NO INTEREST CONVEYED TO COUNTY**

This Service Agreement does not convey to the County any right, title or interest in or to the Water System.

#### **ARTICLE 10.**

#### **ASSIGNMENT**

Neither the Authority nor the County shall assign any of its right or interest hereunder except as provided in Section 14.2. No such assignment by the County shall release the County from any of its obligations or liabilities of any nature whatsoever arising under this Service Agreement. The rights and obligations of the Authority and the County hereunder shall inure to the benefit of, and be binding upon the permitted successors and assigns of the Authority and the County, respectively.

## ARTICLE 11.

### EVENTS OF DEFAULT

The following events shall be Service Events of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body).

(a) the County shall fail to make any payment of a Service Fee within 15 days of the date due;

(b) the County shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder, and such condition shall materially impair the ability of the County to perform any material obligation hereunder and such failure shall continue unremedied for a period of 60 days after written notice thereof from the Authority.

(c) any representation or warranty made by the County herein proves to be false or misleading in any material respect, and such condition shall materially impair the ability of the County to perform any material obligation hereunder and shall continue unremedied for a period of 60 days after written notice thereof by the Authority; or

(d) the County shall file any petition for dissolution or liquidation of the County, or the County shall commence a case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the County shall have consented to the entry of an order for relief in a case under any such law, or the County generally shall fail to pay its debts as such debts become due, or the County shall fail promptly to satisfy or discharge any execution, garnishment or attachment of such consequences as may impair its ability to carry out its obligations under this Service Agreement, or a receiver, custodian or trustee (or other similar official) for the County or any substantial part of its property shall have been appointed or taken

possession thereof, or the County shall make a general assignment for the benefit of its creditors, or the County shall enter into an agreement or composition with its creditors, or the County shall take any action in furtherance of any of the foregoing; or there shall be filed against the County a petition in bankruptcy which results in an order for relief being entered or, notwithstanding that an order for relief has not been entered, the petition is not dismissed within 90 days of the date of the filing of the petition, or there shall be filed under any federal or State law relating to bankruptcy, insolvency or relief of debtors of a petition against the County for reorganization, composition, extension or arrangement with creditors which either (i) results in a finding or adjudication of insolvency of the County or (ii) is not dismissed within 90 days of the date of the filing of such petition.

## **ARTICLE 12.**

### **ENFORCEMENT**

SECTION 12.1. **Remedies.** Upon the occurrence of a Service Event of Default, and at any time thereafter so long as the same shall be continuing, the Authority may, at its option, by notice to the County declare this Service Agreement to be in default, and thereupon or at any time thereafter the Authority may proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof.

It is understood that the Authority may not accelerate the payment of Service Fees upon the occurrence of any Service Event of Default.

SECTION 12.2. **Survival of County's Obligations.** The County shall remain and be liable, except as otherwise provided in Section 5.7 hereof, for any and all unpaid Service Fees due hereunder before, after or during the exercise of any of the foregoing remedies, including without limitation all reasonable legal fees and other costs and expenses incurred by the

Authority and the Trustee by reason of the occurrence of any Service Event of Default or the exercise of the Authority's remedies with respect thereto.

SECTION 12.3. **Remedies Not Exclusive, etc.** No remedy referred to in Article 12 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to the Authority at law or in equity; and the exercise or beginning of exercise by the Authority of any one or more of such remedies shall not preclude the simultaneous or later exercise by the Authority of any or all of such other remedies. No express or implied waiver by the Authority of any Service Event of Default shall in any way be, or construed to be, a waiver of any future or subsequent Service Event of Default.

#### **ARTICLE 13.**

##### **RIGHT TO PERFORM FOR COUNTY**

If the County shall fail to make any payment of any Service Fee or shall fail to perform or comply with any of its other agreements contained herein, the Authority may make such payment or performance comply with such agreement, and the amount of such payment and the amount of the expenses of the Authority incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Stipulated Interest Rate, shall be deemed to be a part of the next Service Fee payable by the County.

#### **ARTICLE 14.**

##### **MISCELLANEOUS**

SECTION 14.1. **Notices.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any Person shall be given in writing and sent to the address specified in the Bond Resolution and shall become effective three Business Days after

being deposited in the mails, certified or registered with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a telex or telegram, when received, and shall be directed to the address of such Person. From time to time any such Person may designate a new address for purposes of communications hereunder by notice to the Authority, the County and the Trustee.

SECTION 14.2. **Assignment.** (a) In order to secure the obligations of the Authority under the Bond Resolution, the Bond Resolution provides for the assignment to the Trustee of its interest in this Service Agreement, subject to the reservations and conditions therein set forth. The County hereby acknowledges receipt of copies of the Bond Resolution, consents thereto and to the assignment effected thereby and (i) agrees that all its obligations and liabilities under the Service Agreement inure to the benefit of may be enforced by the Trustee pursuant to the Bond Resolution, to the extent assigned to the Trustee, and (ii) agrees to pay directly to the Trustee all amounts under such Sections of this Service Agreement to the extent required to discharge the Authority's obligations to the Trustee as are then due and owing pursuant to the Bond Resolution.

(b) Nothing contained in this Service Agreement shall prevent the consolidation of the County with, or merger of the County into, or transfer of all or substantially all the County's property and assets as an entirety to, any other political subdivision of the State which has the legal authority to perform the obligations of the County hereunder, or prevent the division of the County into one or more political subdivisions, provided that (i) the exempt status of the interest on the Bonds shall not be adversely affected thereby, (ii) immediately after giving effect to such consolidation, merger, transfer or division, no Service Event of Default shall have occurred and be continuing, (iii) upon any such consolidation, merger, transfer or division, the due and

punctual performance and observance of all the agreements and conditions of this Service Agreement to be kept and performed by the County shall be expressly assumed in writing by the political subdivision or subdivisions resulting from such consolidation or surviving such merger or to which such property and assets shall be transferred or resulting from such division, and (iv) the County shall have given notice in reasonable detail to the Authority, the Credit Facility Provider, and the Trustee of any such consolidation, merger, transfer or division reasonably in advance of the consummation thereof.

SECTION 14.3. **Performance of Obligations to Authority, Trustee, and Credit Facility Provider.** The provisions of this Service Agreement which require or permit action by, the consent, approval or authorization of, the furnishing of any notice, document, paper of information to, or the performance of any other obligation to, the Authority, the Trustee, and the Credit Facility Provider shall not be effective, and the Section hereof containing such provisions shall be read as though there were no such requirement or permissions, after all the Bonds shall have been paid in full (or after provision for payment thereof has been made in accordance with Article 14 of the Bond Resolution).

SECTION 14.4. **Binding Effect: Successors and Assigns.** The terms and provisions of this Service Agreement, and the respective rights and obligations hereunder of the County, the Authority and the Trustee, shall be binding upon their respective successors and assigns and inure to the benefit of their respective permitted successors and assigns.

SECTION 14.5. **Construction and Applicable Law.** Any provision of this Service Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any

jurisdiction shall not invalidate or render unenforceable the supplement, amendment or modification thereafter sought. The section headings in this Service Agreement and the table of contents are for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision hereof. This Service Agreement has been negotiated and delivered in the State and shall in all respects be governed by and construed in accordance with the laws of the State, including matters of construction, validity and performance.

SECTION 14.6. **Third Party Beneficiary Rights of Hyde Park Fire and Water District.** The County and the Authority hereby acknowledge and agree that Sections 5.2(b), (c), (d), (e), (f), (g) and (h) hereof are for the benefit of, among others, the Hyde Park Fire and Water District and that the Hyde Park Fire and Water district is a third party beneficiary thereof entitled to enforce such provisions to the same extent as if it were a party to this Service Agreement.

SECTION 14.7. **Prior Staatsburg Service Agreement.** This Service Agreement shall supersede all provisions of the Service Agreement dated as of September, 1997 between the County and the Authority relating to the providing of Water Service in the Hamlet of Staatsburg.

SECTION 14.8. **County Levy.** At the timely request of the Authority, at the time of the annual levy of County taxes the County shall, to the extent permitted by law, levy the amounts of any water rates duly imposed by the Authority in accordance with the Act in the Zones of Assessment, which then remain delinquent and uncollected against the respective parcels within the Zones of Assessment.

SECTION 14.9. **Severability**. In case any one of more of the provisions contained in this Service Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Service Agreement, and this Service Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and the County have each caused this Service Agreement to be duly executed as of the day and year first above written.

DUTCHESS COUNTY WATER AND  
WASTEWATER AUTHORITY

By: \_\_\_\_\_  
Thomas LeGrand  
Chairman

COUNTY OF DUTCHESS, NEW YORK

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

# 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  
 Yes                  No  
 Abstentions: \_\_\_\_\_

2012092      APPROVING AN AMENDED AND ELEVENTH  
 RESTATEMENT OF THE SERVICE AGREEMENT BY AND  
 BETWEEN THE COUNTY OF DUTCHESS AND THE  
 DUTCHESS COUNTY WATER AND WASTEWATER  
 AUTHORITY FOR ZONE "M" ZONE OF ASSESSMENT

Date: 4/12/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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      Resolution:       Total: 25      0  
 Absent: 0      Motion:       Yes      No  
 Vacant: 0      Abstentions: 0

2012092      APPROVING AN AMENDED AND ELEVENTH  
 RESTATEMENT OF THE SERVICE AGREEMENT BY AND  
 BETWEEN THE COUNTY OF DUTCHESS AND THE  
 DUTCHESS COUNTY WATER AND WASTEWATER  
 AUTHORITY FOR ZONE "M" ZONE OF ASSESSMENT

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012092 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO.2012093

RE: REAPPOINTMENTS AND APPOINTMENTS TO THE E-911 MAINTENANCE BOARD

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

WHEREAS, the E-911 Maintenance Board was created pursuant to Resolution No. 990379, and

WHERE, vacancies exist on the Board, now, therefore, be it

RESOLVED, that the following persons be appointed and reappointed by this Legislature to the E-911 Maintenance Board for a three-year term as follows:

**APPOINTMENT**

**TERM**

Peter Wilkinson  
14 Barbara Lane  
Pleasant Valley, NY 12569  
(Majority Appointment)

April 1, 2012 – March 31, 2015

David Kelly  
Supervisor of Pawling  
160 Charles Colman Blvd  
Pawling, NY 12564  
(Supervisors & Mayors Association)

April 1, 2011 – March 31, 2014

**REAPPOINTMENT**

**TERM**

Barbara Jeter-Jackson  
43 Lent Street  
Poughkeepsie, NY 12601  
(Minority Appointment)

April 1, 2011 – March 31, 2014

Don "Sandy" Williams  
158 Burger Road  
Rhinebeck, NY 12572  
(County Resident)

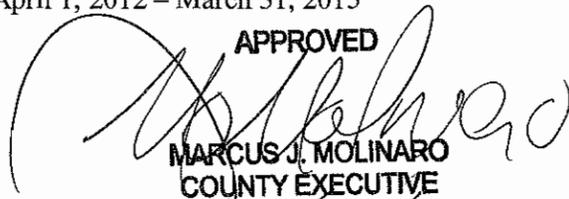
April 1, 2012 – March 31, 2015

Lisette Hitsman  
Supervisor of Union Vale  
2 Duncan Road  
LaGrangeville, NY 12540  
(Supervisors & Mayors Association)

April 1, 2010 – March 31, 2013

Ronald Knapp  
City of Poughkeepsie Police Chief  
Municipal Building  
Poughkeepsie, NY 12601  
(City of Poughkeepsie PSAP)

April 1, 2012 – March 31, 2015

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**

STATE OF NEW YORK  
COUNTY OF DUTCHESS

Date 4/20/2012

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 12<sup>th</sup> day of March 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 16<sup>th</sup> day of April 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Public Safety 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

*absent*

Present: 11 Resolution: ✓  
 Absent: 1 Motion:       
 Vacant: 0

Total: 11 Yes      No       
 Abstentions:     

2012093 REAPPOINTMENTS AND APPOINTMENTS TO THE E-911 MAINTENANCE BOARD

Date: 4/12/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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                      Resolution:                       Total : 25                      0  
 Absent: 0                              Motion:     Yes                              No  
 Vacant: 0    Abstentions: 0

2012093                      REAPPOINTMENTS AND APPOINTMENTS TO THE E-911  
 MAINTENANCE BOARD

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012093 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012094

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT TO JOIN THE HUDSON VALLEY INTEROPERABLE COMMUNICATIONS CONSORTIUM

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

WHEREAS, the Coordinator of Emergency Response has requested that Dutchess County enter into an intermunicipal agreement to join the Hudson Valley Interoperable Communications Consortium (HVICC), and

WHEREAS, the HVICC represents emergency communications professionals for Westchester, Rockland, Orange, Putnam, Ulster and Sullivan counties, and

WHEREAS, this collaborative regional partnership is designed to develop a seamless wireless emergency communications system for public safety, and

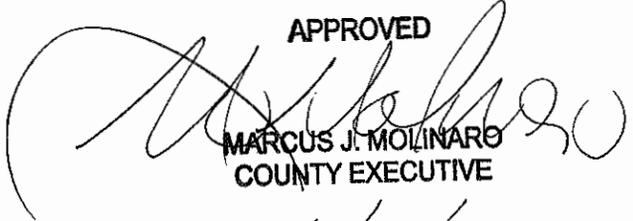
WHEREAS, the potential for future grant funding is strongly enhanced by participating in this partnership, and

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

WHEREAS, annexed to this resolution is the proposed Intermunicipal Agreement that outlines the rights and obligations of the counties, now therefore, be it

RESOLVED, that this Legislature hereby approves the proposed Intermunicipal Agreement and the County Executive is hereby authorized and empowered to enter into the Intermunicipal Agreement with the Hudson Valley Regional Counties of Westchester, Rockland, Orange, Putnam, Ulster and Sullivan, in order to create a partnership to be known as the Hudson Valley Interoperable Communications Consortium (HVICC), in substantially the same form attached hereto.

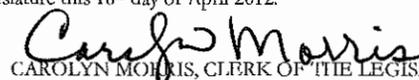
CA-44-12  
CAB/ca/G-0148-R  
3/8/12  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

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 16<sup>th</sup> day of April 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 hercunto set my hand and seal of said Legislature this 16<sup>th</sup> day of April 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: Laurie Colgan Dutchess County Department of Emergency Response 486-2080

## HUDSON VALLEY INTEROPERABLE COMMUNICATIONS CONSORTIUM AGREEMENT

WHEREAS, the seven (7) counties collectively known as the Hudson Valley Region (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester) believe it would be in the best interest of their respective public safety first responders if the Hudson Valley Region worked as a consortium to develop a seamless wireless communications system for governmental public safety/service agencies throughout the Hudson Valley Region (hereinafter referred to as the COUNTIES), and

WHEREAS, the COUNTIES seek to demonstrate their commitment to promote multi-jurisdictional and multi-discipline (e.g. law enforcement, fire service, emergency medical, emergency management, public health, public works and 9-1-1 communications centers) interoperable public safety communications; and

WHEREAS, a collaborative regional partnership would provide each county's public safety first responders the ability to communicate on a common seamless wireless communications system, during natural or manmade events that cause or create a serious negative impact on the Hudson Valley region, and

WHEREAS, the need for collaborative partnerships has been expressed in the national SAFECOM program, and is encouraged by the State and Federal Government through a number of state/federal grant programs, and is well recognized as the standard for implementing interoperable communications systems, and

WHEREAS, in the New York State Division of Homeland Security and Emergency Services (DHSES), through its Office of Interoperable and Emergency Communications (OIED), have implemented a grant program to facilitate the development, consolidation or operation of public safety communications to support statewide interoperable communications for first responders; and

WHEREAS, the seven (7) counties; Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester are municipal corporations as defined in Section 119-n of General Municipal Law of the State of New York, and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to contract to perform together that which each government is authorized to perform individually; and

WHEREAS, the COUNTIES find that the development of a seamless wireless communications system for governmental public safety/service agencies throughout the Hudson Valley Region will protect the health, safety and welfare of the residents of the counties; and

WHEREAS, the COUNTIES have skilled personnel and facilities available to undertake such a project; and

WHEREAS, the COUNTIES desire this agreement and the work to be performed under it to fully comply with all pertinent State and local laws, regulations and policies.

NOW, therefore, in consideration of the mutual benefits to the parties, the parties hereby agree as follows:

The Hudson Valley Region recognizes the need for working together in a cooperative and productive atmosphere for the purpose of developing a common interoperable communications system. Therefore, the counties of Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester agree to endorse the creation of the Hudson Valley Interoperable Communications Consortium for the sole purpose of developing efficient and effective solutions to the Hudson Valley Region's public safety communications needs. The County of Dutchess reserves the right to terminate on thirty (30) days written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written.

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

\_\_\_\_\_  
County Attorney

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

Dated:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Emergency Response

# Public Safety Roll Call

*Doxsey 94*

<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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss		<i>absent</i>
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 11      Resolution: ✓      Total: 11      0  
 Absent: 1      Motion: —      Yes      No  
 Vacant: 0      Abstentions: 0

2012094      AUTHORIZING INTERMUNICIPAL AGREEMENT TO JOIN THE HUDSON VALLEY INTEROPERABLE COMMUNICATIONS CONSORTIUM

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012094                      AUTHORIZING INTERMUNICIPAL AGREEMENT TO JOIN THE HUDSON VALLEY INTEROPERABLE COMMUNICATIONS CONSORTIUM

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012094 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

## RESOLUTION NO. 2012095

RE: AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Legislators ROMAN, FLESLAND, and BORCHERT offers the following and moves its adoption:

WHEREAS, the Sheriff has advised that the New York State Division of Homeland Security and Emergency Services has awarded the County a State Law Enforcement Prevention Program (SLETPP) grant (WM11970212) in the sum of \$206,518 for the purchase of three (3) Emergency Management/Hazmat SUV's, one (1) Explosives Detection K9 SUV and detection related equipment, Overtime and Backfill expense for training and exercises as it relates to Homeland Security, and

WHEREAS, the grant covers the period September 1, 2011 through August 31, 2014, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the grant agreement and to amend the 2012 Adopted County Budget to accept such funds and 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 Division of Homeland Security and Emergency Services and further authorizes and empowers the County Executive to execute said grant agreement on behalf of the County of Dutchess, and be it further

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

APPROPRIATIONSIncrease

A.3110.70.2300.05	Motor Vehicles	\$157,801
A.3110.70.1050	Overtime	34,265
A.3110.70.4123	Safety Supplies	<u>14,452</u>
		<u>\$206,518</u>

REVENUESIncrease

A.3110.70.43200.05	Crime Control	\$206,518
--------------------	---------------	-----------

CA-67-12 ca/C-6983-S 3/28/12  
Fiscal Impact: See attached statement

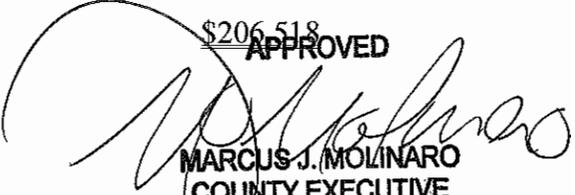
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

Date

APPROVED

  
 MARCUS J. MOLINARO  
 COUNTY EXECUTIVE

4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 206,518

Total Current Year Revenue \$ 206,518  
and Source

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

**Identify Line Items(s):**

A.3110.70.2300.05 Motor Vehicles  
A.3110.70.1050 Overtime  
A.3110.70.4123 Safety Supplies  
A.3110.20.43200.05 Crime Control

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

Nature/Reason:

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

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

**Additional Comments/Explanation:**

The Sheriff's Office has been awarded the Dept. of Homeland Security and Emergency Services FY11 Grant in the amount of \$206,518. Resolution request to accept the Grant and Amend the Sheriff's Budget in this amount for the purchase of three(3) Emergency management/Hazmat SUV's, one(1) Explosives Detection K9 and detection related equipment, Overtime and Backfill expenses for training and exercises as it relates to Homeland Security. OHS has approved our application for funding and contracts are forthcoming.

Prepared by: Maureen Sarigianis

# Public Safety 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss		absent
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 11      Resolution: ✓      Total : 11  
 Absent: 1      Motion: —      Yes      No  
 Vacant: 0      Abstentions: —

2012095      AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE  
 DIVISION OF HOMELAND SECURITY AND EMERGENCY  
 SERVICES

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012095      AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE  
 DIVISION OF HOMELAND SECURITY AND EMERGENCY  
 SERVICES

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012095 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012096

RE: AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.06)

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

WHEREAS, as of April 1, 2012 the New York State Legislature increased the annual salary of County Court Judge from \$125,600 to \$147,100 as part of its adopted 2012-2013 budget, and

WHEREAS, pursuant to Section 183-A of the Judiciary Law the annual salary of the Dutchess County District Attorney shall be equivalent to that of County Court Judge, and

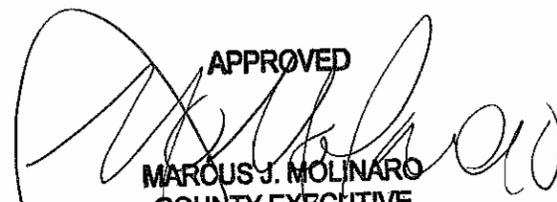
WHEREAS, an increase to the District Attorney's salary from \$125,600 to \$147,100 is necessary due to the requirements of Section 183-A, and

WHEREAS, it is requested that the 2012 Adopted County Budget be amended to provide for the increase in the salary of the District Attorney from funds available in existing appropriations, now therefore be it

RESOLVED, that the salary of the District Attorney be increased to \$147,100 pursuant to Section 183-A of the Judiciary Law, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget from the funds available in existing appropriations to accommodate the increase.

CA-66-12  
JMF/ca/G-0135  
3/26/12  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/16/12

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 16,125

Total Current Year Revenue \$ 16,125  
and Source

State Funds

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

Identify Line Items(s):

A.1165.06.1010 Positions

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

Nature/Reason:

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

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \$187,266

#### Additional Comments/Explanation:

Judicial law 183-a links judicial salaries with county District Attorney's salaries. In Dutchess County, the District Attorney's salary is tied to the County Court Judges which are increasing from \$125,600 to \$147,100 effective April 1, 2012. The State budget includes 100% of this increased cost for the first year 2012-2013, however, going forward, raises scheduled for 2013-2014 (4.4%) to \$153,500, and 2014-2015 (4.2%) to \$159,900 are reimbursed at 41%.

Existing appropriations savings due to a vacancy can be used to pay for this increase, and the revenue will be realized to offset this cost in the 2012 budget.

Prepared by: Valerie J. Sommerville, Budget Director

96

# Public Safety 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

*absent*

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total: 11  
 Abstentions: —  
 Yes      No

2012096      AMENDING 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS  
 TO THE DISTRICT ATTORNEY (A.1165.06)

Date: 4/12/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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

2012096      AMENDING 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS  
 TO THE DISTRICT ATTORNEY (A.1165.06)

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012096 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012097

RE: AUTHORIZING ACCEPTANCE OF FUTURE FUNDING  
UNDER HURRICANE IRENE AND TROPICAL STORM LEE  
DISASTER NATIONAL EMERGENCY GRANT

Legislators BOLNER, BORCHERT, FLESLAND, KELSEY, WEISS, SERINO,  
and HORTON offer the following and move its adoption:

WHEREAS, the United States Congress enacted 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 United States Department of Labor (USDOL) awarded the New York State Department of Labor (NYSDOL) a disaster National Emergency Grant (NEG) for up to \$16,100,000 to hire temporary workers to assist in recovery of damages caused by Hurricane Irene and Tropical Storm Lee, and

WHEREAS, Dutchess County was named as a disaster impacted county, and

WHEREAS, Nubian Directions II, Inc. (NUBIAN) has been awarded an NEG grant of up to \$1,416,737 (NEG TOTAL) by NYSDOL to provide supervision and monitoring of temporary workers who are hired, paid and deployed by a third party agency under contract to NYSDOL, and

WHEREAS, NYSDOL has designated Dutchess County's Local Workforce Investment Area (LWIA) to be the fiduciary and program manager of the NEG, and

WHEREAS, the Dutchess County Workforce Investment Board (DCWIB) acts as the Dutchess County LWIA administrator and fiscal monitor, and

WHEREAS, the DCWIB will receive up to \$113,339 to perform its responsibility to administer and monitor the NEG grant, and

WHEREAS, the NYSDOL issued a February 14, 2012 Notice of Obligation Authority (NOA) for \$355,000 of the NEG TOTAL, and

WHEREAS, the Dutchess County Legislature accepted said funding at its March 12, 2012 meeting through Resolution No. 2012067, and

WHEREAS, it is anticipated that NYSDOL will issue subsequent NOAs on a monthly schedule, and

WHEREAS, the anticipated NOAs are to provide reimbursement for completed work and for expenses, currently due and payable for both NUBIAN and the DCWIB, and

WHEREAS, requiring legislative action to accept funding will cause undue delay to payment of said expenses, now, therefore, be it

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept future funding under the NEG upon issuance of NOAs by the NYSDOL.

CA-52-12

LK/CRC/ca/G-1263

3/15/12

Fiscal Impact: See attached statement

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**  
Date 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 1,175,076

Total Current Year Revenue \$ 1,175,076  
and Source

Federal- United States Department of Labor

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

Identify Line Items(s):

Authorization for future appropriations- To Be Determined

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

Nature/Reason:

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

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

The United States Department of Labor has awarded the NYS Department of Labor a National Emergency Grant (NEG) which has been partially allocated to Nubian Directions up to \$1,416,737 and the Dutchess County Workforce Investment Board up to \$113,339 for the administration and monitoring of the grant. Of the \$1,416,737, \$355,000 was approved by the legislature in March leaving \$1,061,737 and \$113,339 totaling \$1,175,076 to be approved in this resolution. This authorization will allow the WIB to draw down funds in a timely manner.

Prepared by: Laraine Kautz, WIB Executive Director

# Family and Human Services 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 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: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12  
 Yes            No  
 Abstentions:     

2012097      AUTHORIZING ACCEPTANCE OF FUTURE FUNDING  
 UNDER HURRICANE IRENE AND TROPICAL STORM  
 LEE DISASTER NATIONAL EMERGENCY GRANT

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Aimparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		✓
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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: 25 ✓                      Total : 24                      1  
 Absent: 0                              Motion:         Yes                              No  
 Vacant: 0    Abstentions: 0

2012097                      AUTHORIZING ACCEPTANCE OF FUTURE FUNDING  
 UNDER HURRICANE IRENE AND TROPICAL STORM  
 LEE DISASTER NATIONAL EMERGENCY GRANT

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012097 resulted as follows:

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

NAYS: 1 Incoronato

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012098

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

Legislators BOLNER, BORCHERT, FLESLAND, SERINO, 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 FY 2011 TAA funding for the period 10/01/10 – 9/30/13, 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 Program and amend the following accounts:

APPROPRIATIONS

Increase (Decrease)

**FY 2010**

CD6292.2010.4813	TAA Participant Funding	(4,367)
------------------	-------------------------	---------

**FY 2011**

CD6292.2011.4813	TAA Participant Funding	<u>4,957</u>
		<u>\$ 590</u>

REVENUES

Increase (Decrease)

**FY 2010**

CD6292.2010.47910.22	TAA Participant Funding	(4,367)
----------------------	-------------------------	---------

**FY 2011**

CD6292.2011.47910.22	TAA Participant Funding	<u>4,957</u>
		<u>\$ 590</u>

CA-51-12

LK/CRC/ca/G-1263

3/15/12

Fiscal Impact: See attached statement

APPROVED



MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ 590 \_\_\_\_\_

Total Current Year Revenue \$ 590 \_\_\_\_\_  
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 - Executive Director, Dutchess County Workforce Investment Board

***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: 12                      Resolution: ✓                      Total : 12  
 Absent: 0                              Motion:                                   Yes                      No  
 Vacant: 0                              Abstentions:     

2012098                      AUTHORIZING ACCEPTANCE OF FUNDING UNDER  
 THE TRADE ADJUSTMENT ASSISTANCE ACT

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012098                      AUTHORIZING ACCEPTANCE OF FUNDING UNDER  
 THE TRADE ADJUSTMENT ASSISTANCE ACT

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012098 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012099

RE: STANDARDIZATION OF MEDICAL EXAMINER MORGUE EQUIPMENT IN ACCORDANCE WITH GENERAL MUNICIPAL LAW SECTION 103(5)

Legislators BOLNER, BORCHERT, FLESLAND, SERINO, and HORTON offer the following and move its adoption:

WHEREAS, the Commissioner of Public Works and Director of Physical Facilities have advised that the standardization of medical examiner morgue equipment is necessary, and

WHEREAS, Chief Medical Examiner, Dr. Kari Reiber, has outlined in a memorandum which is annexed hereto, the reasons why she is requesting that medical examiner morgue equipment manufactured by Mopec be the only equipment used in the new Medical Examiner's Office, and

WHEREAS, the memorandum cites the immediate and long term benefits of standardization which include operational efficiency and safety for autopsy and clinical activities and duties; space efficiency to minimize square footage requirements of the new facility; and ease of maintenance, and

WHEREAS, standardizing the morgue will translate into cost savings for Dutchess County, both in the short-term for design and construction and in the long-term for operation and maintenance, and

WHEREAS, New York State General Municipal Law Section 103(5) authorizes this Legislature to adopt a resolution by a three-fifths (3/5) vote of all of its members authorizing standardization of equipment, now therefore, be it

RESOLVED, the Dutchess County Legislature hereby approves and authorizes the standardization of medical examiner morgue equipment for the reasons outlined above and in the memorandum of Dr. Kari Reiber dated March 12, 2012 in accordance with General Municipal Law Section 103(5), and it is further

RESOLVED, that the Department of Public Works in conjunction with the Division of Central Services, is hereby authorized to order medical examiner morgue equipment from the manufacturer, Mopec.

CA-50-12 CAB/ca/G-1553 3/14/12 Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 4/20/2012

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 16th day of April 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 16th day of April 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 \$ \_\_\_\_\_

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:

See attachments

Prepared by: Roman Yasiejko, R.A., Director of Physical Facilities

# Family and Human Services 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 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: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 12  
 Yes                      No  
 Abstentions:     

2012099      STANDARDIZATION OF MEDICAL EXAMINER MORGUE  
 EQUIPMENT IN ACCORDANCE WITH GENERAL MUNICIPAL  
 LAW SECTION 103(5)

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012099      STANDARDIZATION OF MEDICAL EXAMINER MORGUE  
 EQUIPMENT IN ACCORDANCE WITH GENERAL MUNICIPAL  
 LAW SECTION 103(5)

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012099 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012100

BOND RESOLUTION DATED MAY 14, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,998,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF MOTOR VEHICLES AND MOTORIZED EQUIPMENT FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY.

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

Section 1. To pay the cost of the purchase of motor vehicles and motorized equipment for various departments, with alternative fuel modalities where appropriate and available, including in each case incidental equipment and expenses in connection therewith, there are hereby authorized to be issued \$1,998,000 serial bonds of the County of Dutchess, New York pursuant to the provisions of the Local Finance Law, apportioned as follows:

- a) the purchase of motor vehicles for law enforcement purposes to replace those in service at least 1 year, at a maximum estimated cost of \$1,629,000, being a class or objects or purposes, having a period of probable usefulness of three years, pursuant to subdivision 77(1st) of paragraph a of Section 11.00 of the Local Finance Law, there are hereby authorized to be issued \$1,629,000 serial bonds of the \$1,998,000 serial bonds of the County of Dutchess, New York, herein authorized;
- b) for the purchase of a prison transport vehicle with seating capacity of ten or more persons, at a maximum estimated cost of \$60,550, being a specific object or purpose, having a period of probable usefulness of five years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law, there are hereby authorized to be issued \$60,550 serial

bonds of the \$1,998,000 serial bonds of the County of Dutchess, New York, herein authorized;

- c) for the purchase of vehicles and equipment for construction, maintenance and/or for snow removal purposes, being pick-up trucks, utility vehicles and service vans, the cost of each item of which is \$30,000 or over, at a maximum estimated cost of \$170,650, being a class of objects or purposes, having a period of probable usefulness of fifteen years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law, there are hereby authorized to be issued \$170,650 serial bonds of the \$1,998,000 serial bonds of the County of Dutchess, New York, herein authorized;
- d) for the purchase of other passenger vehicles for various departments, with other functional utilities, at a maximum estimated cost of \$137,800, being a class of objects or purposes, having a period of probable usefulness of five years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law, there are hereby authorized to be issued \$137,800 serial bonds of the \$1,998,000 serial bonds of the County of Dutchess, New York, herein authorized.

Section 2. It is hereby determined that the aggregate maximum estimated cost of the aforesaid objects or purposes described in Section 1 hereof is \$1,998,000, and that the plan for the financing thereof by the issuance of the \$1,998,000 serial bonds herein authorized to be issued pursuant to the provisions of the Local Finance Law therefore apportioned to each such object or purpose in accordance with the maximum estimated cost of each specified in Section 1 hereof.

Section 3. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the

Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 4. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service

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

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 10. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

\* \* \* \* \*

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on May 14, 2012, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on May 25, 2012, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media

Date given

Southern Dutchess News  
Poughkeepsie Journal

May 11, 2012  
May 11, 2012

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

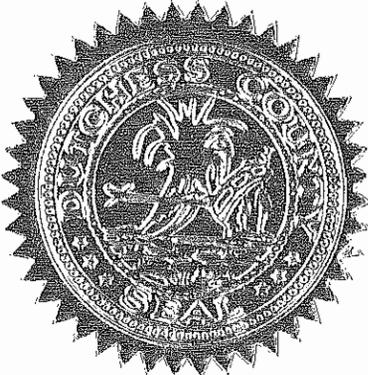
Designated Location(s)  
of posted notice

Date of Posting

22 Market Street, 6<sup>th</sup> Floor, County Office Building,  
Poughkeepsie, New York

May 11, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 15<sup>th</sup> day of May, 2012.



Carole Morris  
Clerk, County Legislature

APPROVED  
Marcus J. Molinaro  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 5/25/2012

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on May 14, 2012, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,  
May 29, 2012.

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Clerk, County Legislature

**BOND RESOLUTION DATED MAY 14, 2012.**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,998,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF MOTOR VEHICLES AND MOTORIZED EQUIPMENT FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY.**

**Objects or purposes:**

- (a) Purchase of law enforcement vehicles; class, 3-year period of probable usefulness
- (b) Purchase of prison transport passenger vehicle, specific, with capacity of 10 or more, 5-year period of probable usefulness
- (c) Purchase of construction/maintenance/snow removal vehicles, each item \$30,000 or more, class, 15-year period of probable usefulness
- (d) Purchase of other passenger vehicles with other functional utilities, 5-year period of probable usefulness

**With alternative fuel modalities where appropriate and available**

**Maximum estimated costs:**

- (a) \$1,629,000; (b) \$60,550, (c) \$170,650, and (d) \$137,800

**Amount of bonds to be issued:**

An aggregate \$1,998,000 allocated by maximum estimated cost of each

**SEQRA status:**

Type II Action

**COUNTY VEHICLES**  
**\$1,998,000 at 2.30%**

<b>Year</b>	<b>PRIN O/S</b>	<b>PRIN PAYMENT</b>	<b>INTEREST</b>	<b>TOTAL</b>
1	\$1,998,000	\$594,047	\$5,461	\$599,507
2	1,403,953	594,047	5,097	599,143
3	809,907	594,047	4,733	598,779
4	215,860	51,047	4,369	55,415
5	164,813	51,047	4,005	55,051
6	113,767	11,377	3,641	15,017
7	102,390	11,377	3,276	14,653
8	91,013	11,377	2,912	14,289
9	79,637	11,377	2,548	13,925
10	68,260	11,377	2,184	13,561
11	56,883	11,377	1,820	13,197
12	45,507	11,377	1,456	12,833
13	34,130	11,377	1,092	12,469
14	22,753	11,377	728	12,105
15	11,377	<u>11,377</u>	<u>364</u>	<u>11,741</u>
<b>TOTAL</b>		1,998,000	43,686	2,041,686
<b>AVG. PER YEAR</b>		\$133,200	\$2,912	\$136,112

**FISCAL IMPACT STATEMENT**

TOTAL PRINCIPAL	\$1,998,000
ANTICIPATED INTEREST RATE	2.30%
TERM 15 YEARS. TOTAL ANTICIPATED FEES:	16,500
ANTICIPATED ANNUAL COST (PRIN + INT):	136,112
TOTAL PAYBACK (ANNUAL COST x TERMS):	\$2,041,686

PREPARED BY PAM BARRACK

# 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: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 11 1  
 Yes No  
 Abstentions: 0

2012100 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,998,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF MOTOR VEHICLES AND MOTORIZED EQUIPMENT FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY

Date: 5/10/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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:	<u>25</u>	Resolution:	<u>✓</u>	Total :	<u>25</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2012100 A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,998,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF MOTOR VEHICLES AND MOTORIZED EQUIPMENT FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY

Date: 5/14/12

The foregoing Resolution No. 2012100 was offered for discussion only at the Budget, Finance, and Personnel Committee Meeting held on April 12, 2012, and was considered at the May 14, 2012, Regular Board Meeting.

Roll call vote at that time resulted as follows:

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

NAYS:           0

ABSENT:       0

Resolution adopted.

RESOLUTION NO. 2012101

BOND RESOLUTION DATED APRIL 16, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$225,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY PART OF THE COST OF THE RECONSTRUCTION OF THE ROOF AT BOWNE HALL AT DUTCHESS COMMUNITY COLLEGE, IN AND FOR SAID COUNTY.

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act as a Type II Action, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW,  
THEREFORE

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

Section 1. The cost of the reconstruction of the roof at Bowne Hall at Dutchess Community College, in and for the County of Dutchess, New York, including incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$691,445.

Section 3. It is hereby determined that the plan for the financing of said specific object or purpose is as follows:

- (a) by the issuance of the \$225,000 serial bonds hereby authorized to be issued pursuant to the provisions of the Local Finance Law; and
- (b) by the expenditure of \$225,000 monies received or to be received from State grants-in-aid, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

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

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on April 16, 2012, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

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

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on April 20, 2012, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media

Date given

Southern Dutchess News  
Poughkeepsie Journal

April 6, 2012  
April 6, 2012

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)  
of posted notice

Date of Posting

22 Market Street, 6<sup>th</sup> Floor, County Office Building,  
Poughkeepsie, New York

April 6, 2012

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 17th day of April 2012.



Craig Morris  
Clerk, County Legislature

APPROVED  
Marcus J. Molinaro  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

**LEGAL NOTICE OF ESTOPPEL**

The following entitled bond resolution, a summary of which is published herewith, has been adopted on April 16, 2012, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,  
April 25, 2012

  
Clerk, County Legislature

RESOLUTION NO. 2012101

BOND RESOLUTION DATED APRIL 16, 2012.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$225,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY PART OF THE COST OF THE RECONSTRUCTION OF THE ROOF AT BOWNE HALL AT DUTCHESS COMMUNITY COLLEGE, IN AND FOR SAID COUNTY.

<b>Specific object or purpose:</b>	Roof reconstruction at Bowne Hall at Dutchess Community College
<b>Period of probable usefulness:</b>	25 years
<b>SEQRA Status:</b>	Type II Action (without significant environmental effects)
<b>Maximum estimated cost:</b>	\$691,445
<b>Amount of bonds to be issued:.</b>	\$225,000 bonds
<b>Other monies:.</b>	\$225,000 state aid; \$241,445 monies of Dutchess Co. Community College



# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		✓
District 4 - Town of Hyde Park	Serino		✓
District 5 - Town of Poughkeepsie	Roman		✓
District 7 - Town of Hyde Park	Perkins		✓
District 9 - City of Poughkeepsie	White		✓
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 14 - Town of Wappinger	Amparo		✓
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		✓
District 17 - Town and Village of Fishkill	Miccio		✓
District 18 - City of Beacon	Forman		✓
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		✓
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: 5 20  
 Yes No  
 Abstentions: 0

*J Tyner / J T homes defeated*

Section 1 add to end of Section 1  
 with the work to be done with  
 local labor at prevailing wage

2012101  
 4.16.12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012101      A RESOLUTION AUTHORIZING THE ISSUANCE OF  
 \$225,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS,  
 NEW YORK, TO PAY PART OF THE COST OF THE  
 RECONSTRUCTION OF THE ROOF AT BOWNE HALL AT  
 DUTCHESS COUNTY COMMUNITY COLLEGE, IN AND FOR  
 SAID COUNTY

Date: 4/16/12

Discussion on the foregoing Resolution No. 2012101 resulted as follows:

Legislator Tyner moved to amend the resolution, duly seconded by Legislator Thomes, to add the following to Section 1:

Section 1. The cost of the reconstruction of the roof at Bowne Hall at Dutchess Community College, in and for the County of Dutchess, New York, including incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$691,445 **with the work to be done by local labor with prevailing wage.**

Roll call on the foregoing amendment resulted as follows:

AYES: 5 Tyner, Doxsey, Weiss, Thomes, Kelsey

NAYS: 20 Amparo, Bolner, Borchert, Flesland, Forman, Horton, Hutchings, Incoronato, Jeter-Jackson, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Traudt, White, Wilkinson

ABSENT: 0

Amendment defeated.

Roll call on the foregoing resolution resulted as follows:

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

NAYS: 1 Kelsey

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012102

RE: AUTHORIZING SETTLEMENT FROM LIABILITY & CASUALTY  
RESERVE FUND

Legislators MICCIO, FLESLAND, and BORCHERT 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

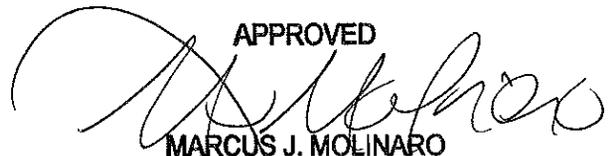
WHEREAS, the excess carrier has requested that the County release its self insured  
retention to facilitate possible settlement of the case of Justin McCue against the County of  
Dutchess, and

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  
Justin McCue 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-61-12  
KPB:kh/L-5122  
3/23/12

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 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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102

# 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: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12 0  
           Yes       No  
 Abstentions: 0

2012102      AUTHORIZING SETTLEMENT FROM LIABILITY &  
 CASUALTY RESERVE FUND

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012102      AUTHORIZING SETTLEMENT FROM LIABILITY &  
 CASUALTY RESERVE FUND

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012102 resulted as follows:

Roll call on the foregoing amendment resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012103

RE: FOR RESPONSIBLE BANKING PRACTICES WITH DUTCHESS  
COUNTY FUNDS TO SAVE DUTCHESS COUNTY TAX DOLLARS  
BY AVOIDING FORECLOSURES

Legislators TYNER and DOXSEY offer the following and move its adoption:

WHEREAS, Dutchess County now has \$50 million accounts each with Bank of America, JPMorgan Chase, and Wells Fargo- banks widely reported as responsible for mortgage fraud and our economic collapse, and

WHEREAS, former Dutchess County Executive William Steinhaus sent our County Legislature a letter December 15th stating that, "Foreclosure rates in Dutchess County are at record numbers; there are a total of over 4,000 foreclosures in Dutchess over just the last three-year period," and currently in Dutchess County there are 414 home bankruptcy listings, 98 short sales, 61 foreclosures, 43 preforeclosures, and 11 sheriff sales at Foreclosures.com, and

WHEREAS, last June 25 members of the Albany County Legislature signed a proclamation calling for the county to pull its \$90 million account from Bank of America and to discontinue procurement cards with JPMorgan Chase because at that time Bank of America had 465 delinquencies in the region and JP Morgan had 316 area homes in danger of foreclosure, and those banks had "demonstrated a lack of willingness to engage in good-faith efforts" to modify loans and help people keep their homes, as here in Dutchess County; several months later Albany County's \$90 million account with Bank of America was closed, and

WHEREAS, the municipal boards of Hempstead, Freeport, and Ithaca have all voted for the same reason over the last year to divest from irresponsible financial institutions such as Bank of America, JPMorgan Chase, and Wells Fargo; even the Northern Dutchess Alliance's "Blueprint for Economic Development" strongly recommended holding local financial institutions more publicly accountable for their commitment/investment (or lack thereof) in our local communities, and

WHEREAS, last year the City of San Jose moved nearly \$1 billion from Bank of America because of the bank's high record of home foreclosures; City Council members linked foreclosures to lost tax revenues and cuts to jobs and services, and urged other U.S. cities to follow San Jose's example, and last November the Seattle City Council unanimously passed a resolution to review its banking and investment practices "to ensure that public funds are invested in responsible financial institutions that support our community," and

WHEREAS, officials in Portland, Oregon, Los Angeles, and New York City are looking to follow as well, and congregations in the California interfaith coalition LA Voice vowed to divest \$2 million from Wells Fargo and Bank of America, ending a 200-year relationship with the big banks; the Most Holy Trinity Catholic Church in East San Jose, Calif., pulled \$3 million out of Bank of America and reinvested the funds into Micro Branch, a division of Self-Help Federal Credit Union designed to assist underserved communities, and therefore be it

RESOLVED, that the Dutchess County Legislature requests that the Dutchess County Commissioner of Finance reevaluates the financial institutions that Dutchess County does business with, and be it further

RESOLVED, that a copy of this resolution be sent to the Dutchess County Executive and the Dutchess County Commissioner of Finance.

Amended in Budget, Finance, and Personnel 4/12/12 dw

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE



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103

### 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: 12 Resolution:  Total: 6 6  
 Absent: 0 Motion:  Yes No  
 Vacant: 0 Abstentions:     

*Resolution defeated*

2012103 FOR RESPONSIBLE BANKING PRACTICES WITH DUTCHESS COUNTY FUNDS TO SAVE DUTCHESS COUNTY TAX DOLLARS BY AVOIDING FORECLOSURES

Date: 4/12/12

The foregoing resolution was defeated in the Budget, Finance, and Personnel Committee on April 12, 2012.

RESOLUTION NO. 2012104

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL  
ASSESSED UNDER THE NAME OF RILEY LISA J  
RILEY MICHAEL  
GRID: 133089-6055-01-145612-0000

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

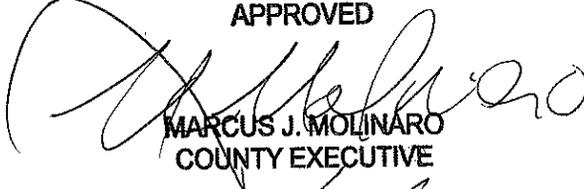
WHEREAS, unpaid tax on property in the Town of Fishkill assessed to  
Riley Lisa J Riley Michael for the levy year 2008 and described as Grid No. 133089-  
6055-01-145612-0000 amounting to \$4,055.17 was placed on a List of Delinquent Taxes  
filed in the Dutchess County Clerk's Office on November 2, 2009 for the tax lien year of  
2009, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding,  
Index No. 2009/8011 to enforce the collection of delinquent tax liens for the levy year  
2008 and the above property was not redeemed within the time prescribed by law,  
resulting in a judgment of foreclosure and a deed conveying title of the property to  
Dutchess County, which deed was recorded on in the Office of the Dutchess County  
Clerk, August 17, 2011, Document # 02 2011 3699, and

WHEREAS, the sum of \$10,000.00 was tendered to the Dutchess County  
Commissioner of Finance in payment of all right, title and interest which the County may  
have acquired in and to the above property by reason of the above deed, and in payment  
of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be  
and they are hereby authorized, empowered and directed to make, execute and deliver in  
the name of the County of Dutchess and of the Legislature of said County, a quitclaim  
deed to Joseph C. Precour, 346 Crescent Avenue, Highland, NY 12528 of any and all  
interest which the County of Dutchess may have acquired in and to the said parcel by  
reason of the above deed.

CA-42-12  
PB:CM:deb/ca  
3/2/12  
Fiscal Impact: None

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

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 16<sup>th</sup> day of  
April 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 16<sup>th</sup> day of April 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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104

### 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: 12  
 Absent: 0  
 Vacant: 0

Resolution:   
 Motion:

Total : 12  
 Yes                      No  
 Abstentions: \_\_\_\_\_

2012104      QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL  
 ASSESSED UNDER THE NAME OF RILEY LISA J RILEY MICHAEL  
 GRID: 133089-6055-01-145612-0000

Date: 4/12/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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

2012104      QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL  
 ASSESSED UNDER THE NAME OF RILEY LISA J RILEY MICHAEL  
 GRID: 133089-6055-01-145612-0000

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012104 resulted as follows:

Roll call on the foregoing amendment resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012105

RE: CORRECTION TO RESOLUTION NO. 2012059  
APPROVAL OF APPLICATION TO CORRECT TAX BILL  
AND TO ORDER THE LOCAL TAX COLLECTOR TO  
ISSUE A CORRECTED TAX BILL  
APPLICANT: Timothy M. Eddy and Linda A. Eddy

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

WHEREAS, by Resolution No. 2012059 the Dutchess County Legislature authorized the correction of taxable assessments on the assessment roll for the Town of Pleasant Valley for 2011 under the name of Timothy M. Eddy and Linda A. Eddy, and

WHEREAS, it has been determined that there exists a clerical error on said Resolution, to wit: The Account No. referred to in the Resolution was listed as 133400-6465-02-867758-0000 and it should have been 134400-6465-02-867758-0000, and

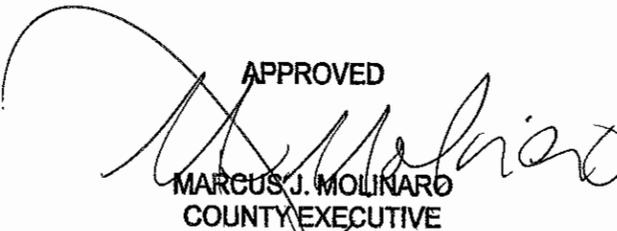
WHEREAS, the County Legislature has agreed that the clerical error does exist and a correction is necessary, and

WHEREAS, Resolution No. 2012059 is hereby amended to correct the Account No. to Account No. 134400-6465-02-867758-0000, now, therefore, be it

RESOLVED, that the Clerk of the County Legislature be and she hereby is authorized and directed to send a copy of this Resolution and Resolution No. 2012059 to the applicant and to the Town Tax Collector, and be it further

RESOLVED, that all other aspects of Resolution No. 2012059 remain the same.

CA-68-12  
ca/G-0194  
3/28/12  
Fiscal Impact: None

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE



# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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

2012105 CORRECTION TO RESOLUTION NO. 2012059, APPROVAL OF APPLICATION TO CORRECT TAX BILL AND TO ORDER THE LOCAL TAX COLLECTOR TO ISSUE A CORRECTED TAX BILL APPLICANT: TIMOTHY M. EDDY AND LINDA A. EDDY

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012105 resulted as follows:

Roll call on the foregoing amendment resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.



## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 7,689 (9 months)

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):

A.3150.1010

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

Nature/Reason:

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

Net County Cost (this year): \$7,689 (9 months)  
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: Valerie Sommerville, Budget Director

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### 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: 12 Resolution: ✓ Total: 12  
Absent: 0 Motion: — Yes No  
Vacant: 0 Abstentions: —

2012106 INCREASING THE SALARY OF THE CORRECTION  
LIEUTENANT COLONEL TO ADDRESS AN INEQUITY

Date: 4/12/12



Roll call vote on the foregoing Resolution No. 2012106 resulted as follows:

Roll call on the foregoing amendment resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2012107

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH  
TOWN OF POUGHKEEPSIE TOWNWIDE WATER IMPROVEMENT  
AREA TO RELOCATE A WATER MAIN FOR THE PURPOSE OF  
CONSTRUCTION OF PHASE 4 OF THE DUTCHESS RAIL TRAIL

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

WHEREAS, the County will be commencing construction of the Dutchess Rail Trail (DRT), Stage 4, PIN 8760.26 in the near future, and

WHEREAS, the Commissioner of Public Works has advised that it is necessary to relocate an existing Town of Poughkeepsie Townwide Water Improvement Area (Town) water main on the north side of NYS Route 55, west of the Wappinger Creek, for the construction of the proposed pedestrian bridge which will carry the Dutchess Rail Trail over NYS Route 55, and

WHEREAS, this project will not impact the Central Dutchess Water Transmission Line, 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 of Poughkeepsie Board will be presented with a copy of the Intermunicipal Agreement, a copy of which is attached hereto, and

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

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

CA-70-12  
CAB/ca/C-8528/G-1391-D  
4/4/12 Fiscal Impact: See attached statement

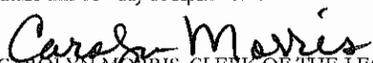
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/17/2012

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 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 \$ \_\_\_\_\_  
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 F.I.S. is related to the Resolution request for authority for the County Executive to execute an Intermunicipal Agreement between Dutchess County and the Town of Poughkeepsie. The Intermunicipal Agreement will allow Dutchess County to relocate a town water main in accordance with construction of Dutchess Rail Trail, Stage 4, PIN 8760.26.

Prepared by: Gregory V. Bentley, P.E., Director of Engineering



## INTERMUNICIPAL AGREEMENT

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the County of Dutchess, (COUNTY) a municipal corporation with offices at 22 Market St., Poughkeepsie, New York 12601 and the Town of Poughkeepsie Townwide Water Improvement Area, (TOWN), with offices at 1 Overocker Rd., Poughkeepsie, New York, 12603

WHEREAS, the County will be commencing construction of the Dutchess Rail Trail, (DRT) Stage 4, PIN 8760.26, in the near future and

WHEREAS, the construction of DRT, Stage 4 involves the construction of a bridge over NYS Route 55 in the Town of Poughkeepsie, and

WHEREAS, the Town has a water main located in the north side of the NYS Rt 55 right of way that needs to be relocated due to the construction of the bridge, and

WHEREAS, the relocation of the Town's water main will be done by the County's contractor, and

WHEREAS, the Town consents to the relocation of its water main upon the following terms and conditions:

1. **General Description of Work.** Such work herein contemplated consists generally of: Relocation of approximately 263 feet of ductile iron water main and other facilities in connection therewith as shown on Exhibit A annexed hereto and made a part hereof.
2. **Method of Performance of Work.** The relocation work will be conducted in accordance with the NYSDOT's and Town's specifications by the County's contractor and/or its subcontractor. The County will obtain a permit from NYSDOT to perform this work. The County's contractor and/or its subcontractor will obtain a permit from the Town in order to perform this work. All costs associated with the relocation of the water main will be paid for by the County.
3. **Insurance.** The Town will be listed as an additional insured on the County's general and automobile insurance policies. In addition, the Town will be listed as additional insured on the general and automobile insurance policies of all contractors who will be conducting the work that is the subject of this Agreement. Copies of the certificates of insurance and additional insured endorsement pages will be provided to the Town prior to the commencement of the work.
4. **Indemnification.** The County will defend, indemnify and hold harmless the Town from all losses, claims, judgments, causes of action, liens, demands of any kind in connection with the work that is the subject of the agreement.
5. **Advance Notice.** The County shall notify the Town in writing at least fifteen (15) calendar days prior to the commencement of the work that is the subject of this agreement. The written notification shall be sent to Keith Ballard, Town of Poughkeepsie Water Maintenance Supervisor, 198 Cedar Ave., Poughkeepsie, NY 12603 with a copy to the Town of Poughkeepsie Legal Office, 1 Overocker Rd., Poughkeepsie, NY 12601.



## 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 (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Mile	Sherman		
District 22 - Town of Beekmantown	Hutchings (C)		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12      0  
           Yes        No  
 Abstentions: 0

2012107      AUTHORIZING INTERMUNICIPAL AGREEMENT WITH  
 TOWN OF POUGHKEEPSIE TOWNWIDE WATER IMPROVEMENT  
 AREA TO RELOCATE A WATER MAIN FOR THE PURPOSE OF  
 CONSTRUCTION OF PHASE 4 OF THE DUTCHESS RAIL TRAIL

Date: 4/12/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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

2012107                      AUTHORIZING INTERMUNICIPAL AGREEMENT WITH  
 TOWN OF POUGHKEEPSIE TOWNWIDE WATER IMPROVEMENT  
 AREA TO RELOCATE A WATER MAIN FOR THE PURPOSE OF  
 CONSTRUCTION OF PHASE 4 OF THE DUTCHESS RAIL TRAIL

Date: 4/16/12

Roll call vote on the foregoing Resolution No. 2012107 resulted as follows:

Roll call on the foregoing amendment resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

***Proclamation: Shaken Baby Syndrome Awareness Week, April 15-21, 2012***

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

WHEREAS, the most recent statistics available from the federal government demonstrate that the leading cause of death of abused children under age one is inflicted head trauma, including the trauma known as Shaken Baby Syndrome or Abusive Head Trauma, and

WHEREAS, on average 1,200 to 1,400 children in the United States are diagnosed with Shaken Baby Syndrome every year, and thousands of additional cases are believed to be misdiagnosed or undetected, and

WHEREAS, Shaken Baby Syndrome occurs when a caregiver loses control and shakes a baby or young child, most frequently less than one year of age but in some cases as old as five years of age; and

WHEREAS, in half of reported cases, inflicted head injuries cause permanent, irreparable brain damage or death to an infant, resulting in loss of vision, brain damage, paralysis, seizures, or death, and may require more than a million dollars be spent for medical and rehabilitation care of a single survivor during the first years of life, and

WHEREAS, even when children recover from the trauma caused by Shaken Baby Syndrome and other inflicted head injuries, medical research suggests that a significant number of survivors continue to experience learning disabilities and behavioral problems, increasing the costs to taxpayers for special education, and have a substantial risk of substance abuse, and

WHEREAS, it is estimated that the taxpayers of the State of New York, through the State's Medicaid program, pay 60-70% of the medical and rehabilitation costs that result from such injuries; and

WHEREAS, the national Centers for Disease Control estimates the national cost of child abuse is more than \$124 billion a year, with the cost of child abuse in New York alone estimated to exceed \$3 billion a year; and

WHEREAS, prevention programs, such as the nationally recognized Upstate New York SBS Prevention Project developed by Dr. Mark Dias with the support of the State's Children and Families Trust Fund, have been shown to reduce the number of cases of inflicted injury by raising awareness and provide critically important information about Shaken Baby Syndrome to new parents and caregivers, and

WHEREAS, the minimal costs of education may avert enormous medical and disability costs and untold grief for many families, and

WHEREAS, Shaken Baby Syndrome prevention is supported by national groups, such as Prevent Child Abuse America and the National Center for Shaken Baby Syndrome, and New York State groups, such as the New York Shaken Baby Syndrome Prevention Initiative, the Upstate New York Shaken Baby Syndrome Prevention Project, Prevent Child Abuse New York, The SKIPPER Initiative, and the Cynthia Gibbs Foundation, who work together to educate new parents and caregivers, increase awareness among the general public and professionals, and encourage increased support for victims and their families in the health care and criminal justice systems; and

WHEREAS, hospitals and birthing centers in Dutchess County now offer new parents the opportunity to learn about the causes and consequences of Shaken Baby Syndrome and ways that it can be prevented so that they can help protect their child from shaking injuries, and

WHEREAS, The New York Shaken Baby Syndrome Prevention Project and the Maria Fareri Children's Hospital reported in 2011 that, following the implementation of prevention education at 21 hospitals in the lower Hudson Valley, the number of cases of Abusive Head Trauma and Shaken Baby Syndrome dropped by 75%, and

WHEREAS, Dutchess County wishes to commend those advocates, organizations, and agencies of State, County and local governments which work to educate parents and caregivers about the causes, consequences, and prevention of Shaken Baby Syndrome and other inflicted injuries, and

WHEREAS, Dutchess County especially wishes to commend the extraordinary success of the Hudson Valley Shaken Baby Syndrome Prevention Initiative, coordinated by Westchester Medical Center and the Maria Fareri Children's Hospital, and the nurse educators at the maternity hospitals serving the residents of Dutchess County, who provide the opportunity for parents of the babies born in Dutchess County hospitals and birthing centers to learn how to protect their child from shaking injuries, now, therefore, be it

RESOLVED, that April 15-21, 2012 shall be recognized as Shaken Baby Syndrome Awareness Week in Dutchess County, and, be it further

RESOLVED, that a copy of this Proclamation, suitably engrossed, be transmitted to the Chief Executive Officer and Board of Directors of each maternity hospital serving the residents of Dutchess County, requesting that the appreciation of this County be extended to all of the hospital staff working to help new parents and caregivers keep their babies safe.

Resolution No. 2012108

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012108 entitled, Proclamation: Shaken Baby Syndrome Awareness Week, was unanimously adopted.

Resolution No. 2012109

PROCLAMATION: AUTISM AWARENESS MONTH

Legislator TYNER offers the following and moves its adoption:

WHEREAS, autism appears to have its roots in very early brain development, but the most obvious signs of autism and symptoms of autism tend to emerge between 2 and 3 years of age; more funding is needed for research on effective methods for earlier diagnosis, as early intervention with proven behavioral therapies can improve outcomes; increasing autism awareness is a key aspect of this work and one in which our families and volunteers play an invaluable role, and

WHEREAS, autism statistics from the U.S. Centers for Disease Control and Prevention identify about 1 in 110 American children as on the autism spectrum -- a 600 percent increase in prevalence over the past two decades; careful research shows that this increase is only partly explained by improved diagnosis and awareness; studies also show that autism is three to four times more common among boys than girls, and an estimated 1 out of 70 boys is diagnosed with autism in the United States, and

WHEREAS, more children will be diagnosed with autism this year than with childhood cancer, juvenile diabetes or pediatric AIDS combined; autism spectrum disorder affects an estimated 3 million individuals in the U.S. and tens of millions worldwide; moreover, government autism statistics suggest that prevalence rates have increased 10 to 17 percent annually in recent years, and

WHEREAS, Dr. Kenneth Bock of the Rhinebeck Health Center has documented the increase of polluting toxins in our environment and linked it to the rapid increase in autism over the last several decades; we would do well to take the Precautionary Principle seriously to rid our environment of such poisonous chemicals, and

WHEREAS, Karen Kosack and the Autism Society of the Hudson Valley will be holding their Eleventh Annual Autism Walk and Expo of the Hudson Valley April 29th at the Dutchess County Fairgrounds in Rhinebeck, and therefore be it

RESOLVED, that the Dutchess County Legislature proclaims April to be Autism Awareness Month in Dutchess County, and recognizes and commends the work of Karen Kosack, the Autism Society of the Hudson Valley and the Eleventh Annual Autism Walk and Expo of the Hudson Valley.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012109 entitled, Proclamation: Autism Awareness Month, was unanimously adopted.

Resolution No. 2012110

**PROCLAMATION: RECOGNIZING APRIL AS  
DIVERSITY AND FAIR HOUSING MONTH**

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

**WHEREAS**, April 11, 2012, marks the 44th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens, and

**WHEREAS**, the Dutchess County Legislature, as well as the Dutchess County Association of REALTORS, is committed to highlight the Fair Housing Law, Title VIII of the Civil Rights Act of 1968, by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure every American of their right to fair housing, now, therefore be it

**RESOLVED**, that the Dutchess County Legislature of the State of New York, does hereby resolve that April 2012, being Fair Housing Month, begins a year-long commemoration of the U.S. Fair Housing Law in Dutchess County and urge all citizens to wholeheartedly recognize this celebration throughout the year.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012110 entitled, Proclamation: Recognizing April as Diversity and Fair Housing Month, was unanimously adopted.

Resolution No. 2012111

***Commendation: Eagle Scout James Olyha***

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

**Whereas**, James Olyha is a member of Boy Scout Troop 50 of the Hudson Valley Council, Dutchess District, Poughkeepsie, New York. He has obtained the rank of Eagle Scout and will receive that award at a Court of Honor to be held on June 10, 2012, in his honor, and

**Whereas**, James has been a member of Boy Scout Troop 50 since 2006. He has earned all of the necessary merit badges and has held a number of distinguished leadership roles within the Troop such as Patrol Leader, Assistant Senior Patrol Leader, Senior Patrol Leader, and

**Whereas**, James is a member of the Hudson Valley Council Contingent which participated on a 105 mile backpacking trek at Philmont Scout Ranch; he attended the Boy Scouts of America's High Adventure base in northern Mexico in the Summer of 2011, and has demonstrated a commitment to the highest ideals of Scouting and to his community, and

**Whereas**, James attends Arlington High School, where he is currently a Junior. James' future college plans involve the studies of Science and/or Engineering, and

**Whereas**, James completed his Eagle Scout requirements on February 1, 2012. His Eagle Scout project consisted of the redesign and reconstruction of a boardwalk at Freedom Park in the Town of LaGrange that was destroyed by Tropical Storm Lee. He received donations for some of the landscaping materials and was able to reuse over 50% of the pre-existing lumber. He was able to enlist the help of family, friends, and fellow Scouts to complete the project, now, therefore, be it

**Resolved**, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout James Olyha, and, be it further

**Resolved**, that the Dutchess County Legislature, does hereby extend to Eagle Scout James Olyha, its best wishes in all of his future endeavors.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012111 entitled, Commendation: Eagle Scout James Olyha, was unanimously adopted.

Resolution No. 2012112

***Commendation: Eagle Scout Justin Waters***

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

**Whereas**, Justin Waters is a member of Boy Scout Troop 50 of the Hudson Valley Council, Dutchess District Poughkeepsie. He has obtained the rank of Eagle Scout and will receive that award, at a Court of Honor to be held on June 10, 2012 in his honor, and

**Whereas**, Justin has been a member of Boy Scout Troop 50 since 2005. He has earned all of the necessary merit badges and has held a number of distinguished leadership roles within the Troop such as Assistant Troop Leader, Patrol Leader, Assistant Senior Patrol Leader, and

**Whereas**, Eagle Scout Waters has demonstrated a commitment to the highest ideals of Scouting and to his community, and

**Whereas**, Justin attends Our Lady of Lourdes High School, where he is currently a Senior. Justin is looking forward to attending St. Bonaventure University to study Accounting in the future, and

**Whereas**, Justin completed his Eagle Scout requirements on March 7, 2012. Justin's Eagle Scout project involved the design and construction of a Memorial Garden honoring fallen firefighters at Hyde Park Roosevelt Firehouse Company 2. He received donations for some of the landscaping materials and enlisted the help of family, friends, and fellow Scouts to complete the project, now, therefore, be it

**Resolved**, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Justin Waters, and, be it further

**Resolved**, that the Dutchess County Legislature, does hereby extend to Eagle Scout Justin Waters, its best wishes in all of his future endeavors.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012112 entitled, Commendation: Eagle Scout Justin Waters, was unanimously adopted.

Resolution No. 2012113

***Commendation: The Dutchess County Critical Incident Response Team (CIRT)***

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

**Whereas**, on April 8<sup>th</sup>, 2012, the Dutchess County CIRT Division celebrated its 10<sup>th</sup> year in operation. This all-volunteer team is comprised of 20 representatives from Dutchess County Fire, EMS, Police and 911 Dispatch services and is frequently supplemented by professionals from the Dutchess County Department of Mental Hygiene, and

**Whereas**, first announced on February 6, 2002 and then formally adopted on April 8<sup>th</sup>, 2002, by a resolution passed by the County Legislature, the team initially consisted of 8 members. However due to increased team activity, in 2004 CIRT was increased to 12 members, and in 2007 the team was expanded once again to 20 members, and

**Whereas**, since its inception, the CIRT Division has provided a total of 148 interventions (debriefings, defusings, and peer assistance sessions) to emergency responders here in Dutchess County. These interventions were requested as a result of the numerous critical incidents that our county emergency services' agencies have responded to since 2002, and

**Whereas**, over the past 10 years, the dedicated members of CIRT have volunteered a total of 7,383 hours of service to our county-wide emergency responders. When this donated service time is compared to the value of a volunteer hour in New York State, the members of the CIRT Division have provided a vital service valued at over \$200,596.00, all at no expense to the taxpayer, and

**Whereas**, the highly-trained and extremely devoted members of the Dutchess County CIRT Division have made a significant impact to the lives of countless emergency service professionals in Dutchess County. The number of firefighters, EMT's, paramedics, police officers, and 911 dispatchers who have been able to remain on the job because of the crisis assistance they've received by the members of CIRT is truly immeasurable, now, therefore, be it

**Resolved**, that the Dutchess County Legislature recognizes the 10<sup>th</sup> anniversary of the Dutchess County CIRT Division and joins with its many supporters, staff, and volunteers in congratulating it on this milestone anniversary, and be it further

**Resolved**, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend, congratulate, and thank Dutchess County CIRT Division for its years of service in our community and does hereby extend to the Dutchess County CIRT Division its sincere gratitude for its service to Dutchess County.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012113 entitled, Commendation: The Dutchess County Critical Incident Response Team (CIRT), was unanimously adopted.

**Resolution No. 2012114**

**Commendation: Commemorating the Retirement of Jackie Brownstein  
In Grateful Recognition of a Career in the Community's Service**

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

Whereas, in April 2012 Jackie Brownstein announced her retirement from her longstanding position as Executive Director of Mental Health America of Dutchess County, and

Whereas, MHA of Dutchess County is a voluntary not-for-profit organization dedicated to helping all people lead mentally healthier lives and in its 58-year history has helped lead the cause for affordable mental health services, advocacy and substance abuse assistance including obtaining the funding for the North Road mental hygiene offices out of which the Dutchess County Mental Hygiene now operates; and

Whereas, in the fourteen years Jackie has served as the Executive Director she has served on and provided leadership to numerous boards and committees including the Family Partnership Center, the Criminal Justice Council, the Dutchess County Housing Consortium, the Childrens' Services Council, the Ryan White Council, the Coordinated Children's Initiative, as well as on state and federal boards for Mental Health America, and

Whereas, Jackie has been a consistent voice for advocating for community based, consumer-centered mental health services in Dutchess County and for federal and state legislation that fosters and promotes quality mental health services, and

Whereas, since July 1996 Jackie has diligently worked in Dutchess County to create and expand programs that support and provide rehabilitative services to adults, children, and family experiencing mental health issues, homelessness, or the need for educational intervention, therefore be it

Resolved, that Dutchess County Government sends its best wishes to Jackie Brownstein upon news of her retirement and thanks her for her many years of compassion and concern for the county's most vulnerable citizens and for making the community better educated and more responsive to their needs.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012114 entitled, Commendation: Jackie Brownstein, was unanimously adopted.

RESOLUTION NO. 2012115

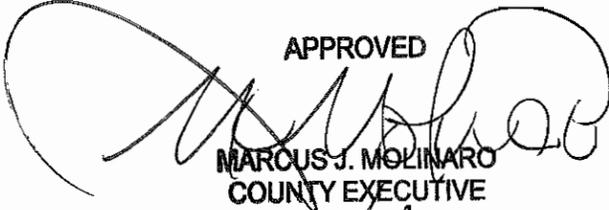
RE: LOCAL LAW 4 OF 2012 TO AMEND LOCAL LAW 3 OF 1986  
ENTITLED, "PROVIDING FOR THE CREATION OF A RECORDS  
MANAGEMENT PROGRAM IN THE COUNTY OF DUTCHESS"

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

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

CA-64-12  
CAB/ca/G-0595  
3/30/12

Fiscal Impact: None

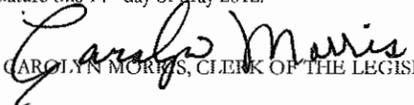
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/14/2012

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 14<sup>th</sup> day of May 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 14<sup>th</sup> day of May 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 4 of 2012

RE: LOCAL LAW 4 OF 2012 TO AMEND LOCAL LAW NO. 3 OF 1986  
ENTITLED, "PROVIDING FOR THE CREATION OF A RECORDS  
MANAGEMENT PROGRAM IN THE COUNTY OF DUTCHESS"

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

SECTION 1. LEGISLATIVE INTENT. The Legislature has determined that records management function should be transferred from the Division of Central Services to the Office of the Dutchess County Clerk based on the County Clerk's extensive experience in the administration and archiving of public records.

SECTION 2. Section 1, entitled Department, Officer is amended as follows:

There shall be a records management program established under the aegis of the Office of the Dutchess County Clerk and headed by a Records Management Officer. The Dutchess County Executive shall designate the Records Management Officer. The Records Management Officer will be responsible for administering the non-current and archival of public records and storage areas for the County of Dutchess in accordance with local, state and federal laws and guidelines.

SECTION 3. In all other respects, Local Law No. 3 of 1986 shall remain in effect.

SECTION 4. EFFECTIVE DATE. This local law shall take effect immediately upon filing in the Office of the Secretary of State.

2012/15

# 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	Sherman		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

Present: \_\_\_\_\_ Resolution: \_\_\_\_\_ Total: \_\_\_\_\_  
 Absent: \_\_\_\_\_ Motion: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
 Vacant: \_\_\_\_\_ Abstentions: \_\_\_\_\_

*failed for lack of a second -  
 J Incoronato - move to amend*

*Section 2 - <sup>2nd</sup> Sentence*

*delete The DC Executive  
 add The DC Clerk*

*5/10/12*

# 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	Sherman		
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:    0    Abstentions: 0

2012115      LOCAL LAW    OF 2012 TO AMEND LOCAL LAW 3 OF 1986  
 ENTITLED, "PROVIDING FOR THE CREATION OF A RECORDS  
 MANAGEMENT PROGRAM IN THE COUNTY OF DUTCHESS"

Date: 5/10/12

# Roll Call Sheets

District	Last 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 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Scrino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
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 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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: 25 ✓  
 Motion:     

Total: 25      0  
           Yes        No  
 Abstentions: 0

2012115      LOCAL LAW    OF 2012 TO AMEND LOCAL LAW 3 OF 1986  
 ENTITLED, "PROVIDING FOR THE CREATION OF A RECORDS  
 MANAGEMENT PROGRAM IN THE COUNTY OF DUTCHESS"

Date: 5/14/12

The foregoing local law Resolution No. 2012115 was laid on the desk at this meeting, and considered at a Regular Board Meeting on May 14, 2012.

Roll call vote on the foregoing Resolution No. 2012115 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

The County Executive signed it into law on June 4, 2012. The effective date was June 12, 2012.

LAI D ON DESKS 4/16/12  
Government Services & Administration  
Amended and Relaid on Desks 8/13/12

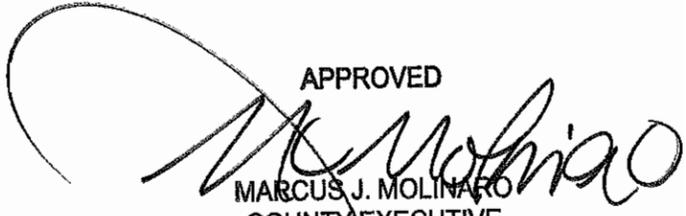
RESOLUTION NO. 2012116

RE: LOCAL LAW NO. 6 OF 2012 A LOCAL LAW OF THE  
COUNTY OF DUTCHESS PROVIDING AN  
EXEMPTION FROM TAXATION BY THE COUNTY  
TO PERSONS WITH DISABILITIES AND LIMITED  
INCOMES

Legislators KELSEY, MAC AVERY, TYNER, FORMAN, PERKINS and  
INCORONATO offer the following and move its adoption:

RESOLVED, that this Legislature of the County of Dutchess adopt Local Law  
No. 6 of 2012, which has been submitted this day for consideration by said Legislature.

APPROVED

  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 9/26/2012

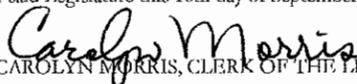
STATE OF NEW YORK

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 10th day of September 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 10th day of September 2012.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO.6 OF 2012

RE: A LOCAL LAW OF THE COUNTY OF DUTCHESS PROVIDING  
AN EXEMPTION FROM TAXATION BY THE COUNTY TO  
PERSONS WITH DISABILITIES AND LIMITED INCOMES

BE IT ENACTED by the County Legislature of the County of Dutchess as follows:

SECTION 1. PURPOSE.

This Local Law is enacted pursuant to the provisions of Section 459-c of the Real Property Tax Law of the State of New York to grant a partial exemption from County taxation to certain resident property owners of the County of Dutchess (the "County") with disabilities who have limited incomes.

SECTION 2. DEFINITIONS.

For purposes of this Local Law:

A. "Sibling" shall mean a brother or a sister, whether related through half blood, whole blood or adoption.

B. A "person with a disability" is one who has a physical or mental impairment, not due to current use of alcohol or illegal drugs, which substantially limits such person's ability to engage in one or more major life activities, such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working, and who (i) is certified to receive Social Security Disability Insurance (SSDI) or Supplemental Security Income (SSI) benefits under the Federal Social Security Act, or (ii) is certified to receive Railroad Retirement Disability benefits under the Federal Railroad Retirement Act, or (iii) has received a certificate from the State Commission for the Blind and Visually Handicapped stating that such person is legally blind, or (iv) is certified to receive a United States Postal Service disability pension or (v) is certified to receive a United States Department of Veterans Affairs disabled person pursuant to 38 U.S.C. §1521.

An award letter from the Social Security Administration or the Railroad Retirement Board or a certificate from the State Commission for the Blind and Visually Handicapped or an award letter from the United States Postal Service, or an award letter from United States Department of Veterans Affairs shall be submitted as proof of disability.

C. "Income tax year" shall mean the 12-month period for which the owner or owners filed a federal personal income tax return, or if no such return is filed, the calendar year.

SECTION 3. EXEMPTION.

A. Real property situate within the bounds of Dutchess County, New York, owned by husband, wife or both, or by siblings at least one of whom has a disability, or real property owned by one or more persons, some of whom qualify under Real Property Tax Law § 459-c and the others of whom qualify under Real property Tax Law § 467, and whose income, as hereafter defined, is limited by reason of such disability, shall be exempt from taxation for real estate taxes to be levied by the County for the year 2014 and thereafter by the percentage of exemption

hereinafter specified for the annual income ranges listed below to the extent of 50 percent of the assessed valuation thereof. Such exemption shall be based upon and be computed after all other partial exemptions allowed by law have been subtracted from the total amount assessed:

<u>Annual Income Ranges</u>	<u>Exemption Percentage</u>
(1) \$24,000 or less	50%
(2) More than \$24,000 but less than \$25,000	45%
(3) \$25,000 or more but less than \$26,000	40%
(4) \$26,000 or more but less than \$27,000	35%
(5) \$27,000 or more but less than \$27,900	30%
(6) \$27,900 or more but less than \$28,800	25%
(7) \$28,800 or more but less than \$29,700	20%
(8) \$29,700 or more but less than \$30,600	15%
(9) \$30,600 or more but less than \$31,500	10%
(10) \$31,500 or more but less than \$32,400	5%

B. No exemption shall be granted:

1. If the income of the owner or the combined income of the owners of the property for the income tax year immediately preceding the date of making application for exemption exceeds the sum of \$32,400. Where title is vested in either the husband or the wife, their combined income may not exceed such sum, except where the husband or wife, or ex-husband or ex-wife, is absent from the property due to divorce, legal separation or abandonment, then only the income of the spouse or ex-spouse residing on the property shall be considered and may not exceed such sum. Such income shall include social security and retirement benefits, interest, dividends, total gain from the sale or exchange of a capital asset, which may be offset by a loss from the sale or exchange of a capital asset in the same income tax year, net rental income, salary or earnings, and net income from self-employment, but shall not include a return of capital, gifts or inheritances or monies earned through employment in the federal foster grandparent program. In computing net rental income and net income from self-employment, no depreciation deduction shall be allowed for the exhaustion, wear and tear of real or personal property held for the production of income;

2. Unless the property is used exclusively for residential purposes, provided, however, that in the event that any portion of such property is not so used exclusively for residential purposes but is used for other purposes, such portion shall be subject to taxation and the remaining portion only shall be entitled to the exemption provided by this section;

3. Unless the real property is the legal residence of and is occupied in whole or in part by the disabled person, except where the disabled person is absent from the residence while receiving health-related care as an inpatient of a residential health care facility, as defined in section 2801 of the Public Health Law, and provided that any income accruing to that person shall be considered income for the purposes of this section only to the extent that it exceeds the amount paid by such person or spouse, or sibling of such person for care in the facility.

C. No parcel may receive an exemption for the same municipal tax purpose pursuant

to both this Local Law and “A Local Law of the County of Dutchess granting a Partial Exemption from Taxation to Certain Persons with Limited Income Sixty-five Years of Age or Older, as amended,” pursuant to Real Property Tax Law § 467.

D. Notwithstanding any other provision of law to the contrary, the provisions of this Local Law shall apply to real property held in trust solely for the benefit of a person or persons who would otherwise be eligible for a real property tax exemption, pursuant to this Local Law, were such person or persons the owner or owners of such real property.

#### SECTION 4. APPLICATION FOR EXEMPTION.

A. Application for such exemption must be made annually by the owner or all of the owners of the property on forms to be provided by the New York State Department of Taxation and Finance, Office of Real Property Tax Services. Such applications shall furnish the information, and the forms are to be executed in the manner required or prescribed in such forms and shall be filed in the applicable assessor's office on or before taxable status date, provided, however, proof of a permanent disability need be submitted only in the year exemption pursuant to this section is first sought or the disability is first determined to be permanent.

B. At least sixty (60) days prior to the appropriate taxable status date the assessor shall mail to each person who was granted exemption pursuant to this section on the latest completed assessment roll an application form and a notice that such application must be filed on or before the taxable status date and be approved in order for the exemption to be granted. Failure to mail any such application form or notices or the failure of such person to receive any of the same shall not prevent the levy, collection and enforcement of the payment of the taxes on property owned by such person.

#### SECTION 5. SEPARABILITY.

Should any section, paragraph, sentence, clause or phrase of this Local Law be declared unconstitutional or unjust for any reason by a court of competent jurisdiction, the remainder of this Local Law shall not be affected thereby.

#### SECTION 6. EFFECTIVE DATE.

This Local Law shall take effect upon filing in the Secretary of State's Office and shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after March 1, 2013.

116  
 Disc Only

## 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	Sherman		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

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

2012116 LOCAL LAW NO. OF 2012 A LOCAL LAW OF THE COUNTY OF DUTCHESS PROVIDING AN EXEMPTION FROM TAXATION BY THE COUNTY TO PERSONS WITH DISABILITIES AND LIMITED INCOMES

Date: 6/07/12

*Discussion Only*      114

## ***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	Sherman		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

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

2012116      LOCAL LAW NO.    OF 2012 A LOCAL LAW OF THE  
 COUNTY OF DUTCHESS PROVIDING AN  
 EXEMPTION FROM TAXATION BY THE COUNTY  
 TO PERSONS WITH DISABILITIES AND LIMITED  
 INCOMES (**DISCUSSION ONLY**)

Date: 7/12/12

# 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 Beacor	MacAvery*		
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss	absent	
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution:       
 Motion: ✓

Total: 11 0  
 Yes No  
 Abstentions: 0

Amended

AF/DB

Section 3 A.

Annual Income Ranges

8/9/12

## 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	Sherman		
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>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2012116 LOCAL LAW NO. OF 2012 A LOCAL LAW OF THE COUNTY OF DUTCHESS PROVIDING AN EXEMPTION FROM TAXATION BY THE COUNTY TO PERSONS WITH DISABILITIES AND LIMITED INCOMES

Date: 9/6/12

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson	<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 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 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 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 9 - City of Poughkeepsie	White	<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 14 - Town of Wappinger	Amparo	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<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 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	<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                      Resolution:                       Total : 25                      0  
 Absent: 0                              Motion:     Yes                              No  
 Vacant: 0    Abstentions: 0

2012116                      LOCAL LAW NO.    OF 2012 A LOCAL LAW OF THE  
    COUNTY OF DUTCHESS PROVIDING AN  
    EXEMPTION FROM TAXATION BY THE COUNTY  
    TO PERSONS WITH DISABILITIES AND LIMITED  
    INCOMES

Date: 9/10/12

The foregoing local law Resolution No. 2012116 was laid on the desk at this meeting, offered for discussion only at the Government Services and Administration Committee on May 8, 2012, and again offered for discussion only at the Government Services and Administration Committee on June 7, and July 12, 2012, revised and relaid on August 13, 2012, and considered at a Regular Board Meeting on September 10, 2012.

Roll call vote on the foregoing Resolution No. 2012116 resulted as follows:

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

NAYS: 0

ABSENT:

Resolution adopted.

The County Executive signed it into law on September 26, 2012. The effective date was October 16, 2012.

Resolution No. 2012117

***Condolence: Dr. Helmy H. El-Sherif***

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 Dr. Helmy H. El-Sherif on March 10, 2012, at Vassar Brothers Medical Center, and

**Whereas**, Dr. Helmy H. El-Sherif, was born in Cairo Egypt on September 27, 1937; at fourteen (14) years old Helmy H. El-Sherif graduated high school, he was the youngest ever to graduate from high school. Thereafter, he went on to receive his Bachelor's Degree in Electrical Engineering from Ain-Shams University in Cairo Egypt, where at nineteen (19) years of age he graduated from a five-year engineering program with high honors. After graduating he served as an instructor in the Electrical Engineering Department in the same University, and

**Whereas**, in December 1959, Helmy H. El-Sherif sailed to the United States arriving in New York on December 21, 1959, to start his graduate studies in Michigan State University. There he obtained his Master's Degree in Electrical Engineering in June 1961 and his Ph.D. degree in June of 1964, and

**Whereas**, Dr. Helmy H. El-Sherif married Charen S. El-Sherif and they had two children, Jennifer and Kenneth and two grandchildren, Alexandra Charen El-Sherif and Andrew Strenger El-Sherif, and

**Whereas**, Dr. Helmy H. El-Sherif began his career at the IBM Corporation as an Engineer and advanced through the ranks to the position of Program Director. In recognition of his efforts, IBM sent him to Harvard Business School where he obtained his Master's Degree in Business Administration, which he received in June of 1980 and thereafter, continued his career at IBM for forty-four (44) years until his retirement, and

**Whereas**, Dr. Helmy H. El-Sherif was very involved in his community, he volunteered as a Boy Scout leader, soccer coach, he was a member of the Toastmasters, Rotary, East Fishkill Republican Club and Committee, church deacon in charge of Fellowship, Youth Programs and Finance. Additionally, he was Chief Fund Agent for Harvard Business School MBA Class of 1980 and he was also a member of the Harvard Business School Alumni Association Board of Directors and taught various MBA classes at Marist College as an Adjunct Professor, and

**Whereas**, his passing will be mourned by his family, friends and colleagues throughout Dutchess County, 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 Dr. Helmy H. El-Sherif, and, be it further

**Resolved**, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Dr. Helmy H. El-Sherif.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012117 entitled, Condolence: Dr. Helmy H. El-Sherif, was unanimously adopted.

Resolution No. 2012118

**Condolence: Gordon A. Hirt, Sr.**

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 Gordon A. Hirt, Sr., on March 17, 2012 at Vassar Brothers Medical Center at the age of 79, and

**Whereas**, Gordon A. Hirt, Sr., was a resident of the Town of Wappinger, Dutchess County for 49 years. He was born on February 13, 1933, to the late Albert J. and Kathe Schmiedeke Hirt, and

**Whereas**, Gordon married Lois D. Krebs at the Redeemer Lutheran Church in St. Albans, on June 20, 1954, and they had three children, Gordon, Jr., Donald and Kathryn; and seven grandchildren and one great-grandchild, and

**Whereas**, Gordon A. Hirt, Sr. served in the United States Army during the Korean War in the 2<sup>nd</sup> Army Pipe Band stationed at Fort George G. Mead in Maryland. Gordon A. Hirt, Sr. attended Hofstra College where he received his degree in Biology and Geology in 1954 and thereafter, he continued his college career to achieve his Masters Degree in Education in 1962, and

**Whereas**, Gordon A. Hirt, Sr. began his career working on the Niagara Power Project then he changed his career to Education. In 1963, he began teaching Earth Science at Roy C. Ketcham High School in the Wappinger Central School District and went on to become the Department Head. Thereafter, he moved on to John Jay as one of the first Assistant Principals when the school opened, and remained at John Jay High School serving as Principal until 1987. He then returned to Roy C. Ketcham High School as its Principal from 1987 – 1989, and

**Whereas**, Gordon was elected County Legislator in 1988 to represent District 15, Town of Wappinger, and during his years of service from 1989 to May 31, 1995, he served on the following committees: Community Services - Vice Chair in 1989; Environment; Public Works - Vice Chair in 1993; Parks & Recreation - Vice Chair 1990-1991; and Personnel, and

**Whereas**, Gordon was very active in the community in which he lived. He was a member of Our Savior Lutheran Church in Fishkill since 1963, serving on the Building Committee, where he helped with the planning of the new addition to the Church. He was also one of the founders of Boy Scout Troop 95, which is hosted by Our Savior Lutheran Church and was recently honored by Troop 95, and

**Whereas**, his passing will be mourned by his family, friends and colleagues throughout Dutchess County, 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 Gordon A. Hirt, Sr., and, be it further

**Resolved**, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Gordon A. Hirt, Sr.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012118 entitled, Condolence: Gordon A. Hirt, was unanimously adopted.

Resolution No. 2012119

***Condolence: Steven Vernon Ferguson***

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 Steven V. Ferguson on March 10, 2012, at the Gordon Hospice House in Statesville, NC, and

**Whereas**, Steven V. Ferguson, was born in Mt. Vernon, New York and was a long time resident of Dutchess County. He was born on January 22, 1939, to the late Vernon Ferguson and Nancy Petre Ferguson who later married William Winn, whom raised and loved him, and

**Whereas**, Steven V. Ferguson married Catherine Keefe Ferguson and they had two children Catherine and Tammy and four grandchildren, Brittany, Saverio, Courtney and Brooklyn, and

**Whereas**, Steven V. Ferguson served in the U.S. Navy and thereafter, was employed at IBM where he retired after 27 years as the facility manager, and

**Whereas**, Steven V. Ferguson served as Deputy Supervisor and Commissioner of Police in the Town of Fishkill for 14 years after his retirement from IBM, and

**Whereas**, Steven V. Ferguson was also involved in other activities such as an instructor of the Town of Fishkill and Allsport Senior Exercise Program, he was a member of the Tin Can Sailors and USS Gearing 710 Association, Rolling Thunder Motor Cycle Club NY Chapter 3 in Newburgh, NY. He was a member of the fire police with Slater Chemical Fire Department in Glenham, New York and additionally he was a member of St. Mary Mother of the Church in Fishkill, New York, where he was an usher and a member of the choir, and

**Whereas**, his passing will be mourned by his family, friends and colleagues throughout Dutchess County, 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 Steven V. Ferguson, and, be it further

**Resolved**, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Steven V. Ferguson.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012119 entitled, Condolence: Steven Vernon Ferguson, was unanimously adopted.

Resolution No. 2012120

***Condolence: Robert "Bob" Timothy Murphy***

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 T. Murphy on March 17, 2012, he was 58 years old, and

**Whereas**, Robert T. Murphy, was a resident of Pawling for the past 27 years. He was born in Mt. Kisco, New York, to the late John A. Murphy, Sr., and Natalie C. Murphy, and

**Whereas**, Robert T. Murphy graduated from Fox Kane High School in 1971 and thereafter, attended Bradley and Bridgeport Universities, and

**Whereas**, Bob married Nancy Girardi in 1982 and lived in Pawling for the past 27 years, and

**Whereas**, Bob worked as a painting contractor, and

**Whereas**, Bob served for 18 years on the Pawling Village Board of Trustees. During his tenure, Bob was the Pawling Joint Sewer Commission Chairman, the Village Budget Officer and a member of the Master Plan Steering Committee, and

**Whereas**, Bob also played an integral role in spearheading and implementing the Pawling Village Green project, and

**Whereas**, Bob was an avid supporter of various Pawling Civil War and veterans organizations, and

**Whereas**, his passing will be mourned by his family, friends and colleagues throughout Dutchess County, 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 Robert T. Murphy, and, be it further

**Resolved**, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Robert T. Murphy.

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 16<sup>th</sup> day of April 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 16<sup>th</sup> day of April 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2012120 entitled, Condolence: Robert Timothy Murphy, was unanimously adopted.

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

Dan Kuffner, resident of Hyde Park, gave an update on Fleet Week.

Constantine Kazolias, 47 Noxon Street, City of Poughkeepsie, spoke on the war on illegal drugs.

No one else wishing to speak, on motion by Legislator Miccio, 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 8:40 p.m. in memory of Dr. Helmy H. El-Sherif, Gordon A. Hirt, Steven Vernon Ferguson, and Robert Timothy Murphy subject to the call of the Chair.