

# Attendance Sheets

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

Date: 6/9/14

Regular Meeting  
of the  
Dutchess County Legislature

Monday, June 9, 2014

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

Roll Call by the Clerk of the Legislature

PRESENT: 24 Bolner, Borchert, Farley, Flesland, Horton, Hutchings,  
Incoronato, Jeter-Jackson, Johnson, Kelsey, MacAvery,  
Miccio, Nesbitt, Perkins, Pulver, Rolison, Roman, Sagliano,  
Serino, Strawinski, Surman, Thomes, Tyner, Weiss

ABSENT: 0

PRESENT, LATE: 1 Amparo

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Father Allan Ford of St. Margaret's Episcopal Church in Staatsburg, followed by a moment of silent meditation.

Presentation: LaGrange Middle School String Ensemble

Commendation: Willa Skinner 50<sup>th</sup> Anniversary as Town of Fishkill Historian

Commendation: Arnoff Moving & Storage 90<sup>th</sup> Anniversary Celebraton

Commendation: Matt Anderson

Commendation: Joseph Lepore

Commendation: Arlington Save Your Friend's Life Over the Airways Contest

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.

Jeffrey Dash, 30 Flannery Avenue, Poughkeepsie, asked how the expansion of

the jail would benefit the city of Poughkeepsie residents.

Constantine Kazolias, 47 Noxon Street Poughkeepsie, spoke regarding Resolution No.'s 2014123 and 2014134 and asked if there would be an on-site inspector at all times. He also spoke regarding the jail.

Carol Davis, 566 Main Street, Apt. 4, Poughkeepsie, spoke regarding the drug problem in Poughkeepsie and urged programs to educate the kids so they could have a future.

Darrett Roberts, 148 Franklin Street, Poughkeepsie, spoke regarding students and drugs. He stated that the pods were not the answer.

Amelia Miller, 8 Flannery Avenue, Poughkeepsie, spoke against the privatization of the jail.

Nawa Gibson, Poughkeepsie high school student, spoke on using the funds designated for the pods on community centers to do something productive.

Tron, Black and Latino Coalition, spoke against spending \$6 million on the jail pods. He added that crime would be reduced by 50% if money was invested in programs for the youth.

Raconia Squire, Hammersley Avenue, Poughkeepsie, spoke in opposition to the pods and added that rehabilitation was the answer, now incarceration.

Melissa Whitaker, 18 Beamont Avenue, Poughkeepsie, spoke regarding redistributing some of the pod funding to youth programs.

Linda Dorsey, 8 Flannery Avenue, Poughkeepsie, spoke regarding redistricting funding for community centers. She added that the county needed to balance the pods with positive program for the children.

Nagel Whitaker asked for more programs to be built to develop the youths' learning skills so they can go to college.

Careena Smith stated that people need to come together.

Amera Miller, questioned why there was money for jail pods but not for programs.

No one else 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 May 2014 minutes.

The May 2014 minutes were adopted.

## **COMMUNICATIONS RECEIVED FOR THE JUNE 2014 BOARD MEETING**

Received from Budget Director, contingency account status as of June 3, 2014.

Received the following from Saugerties Town Board:

A Local Law Amending Local Law No. 3 of 1989, amended in its entirety by Local Law #1 of the Year 2008 entitled "Code of the Town of Saugerties" New York,

A Local Law Amending Local Law # 1 of the Year 2008 entitled "Zoning Law, Town of Saugerties" New York.

Received email from Judith Bondus regarding treatment of mentally ill inmates at the Dutchess County Jail.

Received from Comptroller, Audit of Dutchess County Procurement Card Program.

Received from Office of State Comptroller, acknowledgement of receipt of corrective action plan submitted by the County Executive in response to the Report of Examination 2013M-370 entitled Financial Condition.

Received email from [newspressrelease1@aol.com](mailto:newspressrelease1@aol.com), regarding the need for cyber police statewide to combat drug abuse.

Received an anonymous letter urging residents to attend the annual John Flowers Fathers Day event.

Received an anonymous letter regarding fuel tax, tax breaks to employers, free education at BOCES and Dutchess Community College, medical services and contaminated water.

Received from Fulton County Clerk of the Board of Supervisors, Resolution No. 187, entitled, Resolution Declaring "Mayday for Mandate Relief" and Urging the State to Adopt Laws that Prohibit Unfunded Mandates on Local Governments.

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2014149

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND FIVE PERMANENT EASEMENTS FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD FROM NYS RT. 55 TO CR 49, TOWN OF LA GRANGE FROM ANGELO FERRI, STEPHEN FERRI AND ANTHONY FERRI (PIN 8755.41)

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

WHEREAS, the Department of Public Works has proposed the improvement of a section of Noxon Road, CR 21, in the Town of LaGrange, which project (PIN #8755.41) includes the acquisition of portions of certain properties, and

WHEREAS, a short environmental assessment form and a Negative Declaration was approved and adopted by this Legislature on December 8, 2008 under Resolution No. 208403 and the Department of Public Works determined that the improvement project (1) constitutes an unlisted action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property and five permanent easements of a portion of property presently owned by Angelo Ferri, Stephen Ferri and Anthony Ferri, and

WHEREAS, the acquisition in fee is a portion of parcel number 133400-6360-01-118812-0000, described as 1,000.47± square meters (10,768.99± square feet) more or less as shown on Map No. 31, Parcel No. 55, copy is annexed hereto, and

WHEREAS, the acquisition of five permanent easements are portions of parcel number 133400-6360-01-118812-0000, described as (1) a permanent easement of 80.81± square meters (869.83± square feet) more or less as shown on Map No. 31, Parcel No. 56; (2) 3,568.62± square meters (38,412.31± square feet) more or less as shown on Map No. 31, Parcel No. 57; (3) a permanent easement of 122.53± square meters (1,318.90± square feet) more or less as shown on Map No. 31, Parcel No. 58; (4) a permanent easement of 443.26± square meters (4,771.18± square feet) more or less as shown on Map No. 31, Parcel No. 59; and (5) a permanent easement of 219.11± square meters (2,358.48± square feet) more or less as shown on Map No. 31, Parcel No. 60 located on CR 21 (Noxon Road) in the Town of La Grange, copy of each is annexed hereto, and

WHEREAS, the Agreements to Purchase Real Property (Fee Acquisition) and (five Permanent Easements) for the necessary real property are attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$1,390.00 plus up to \$1000.00 for related expenses, and that the subject property, five Permanent Easements, be purchased for the

sums of (1) \$100.00; (2) \$4,440.00; (3) \$155.00; (4) \$550.00 and (5) \$275.00, and that the terms and conditions of the Agreements be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owners of deeds to the aforementioned land, which shall include the terms and conditions of the Agreements to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$1,390.00 for Fee Acquisition and (1) \$100.00; (2) \$4,440.00; (3) \$155.00; (4) \$550.00 and (5) \$275.00, respectively, for the five Permanent Easements, that the County reimburse Grantors for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

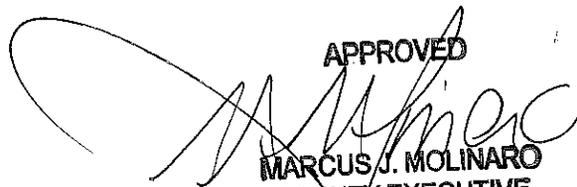
RESOLVED, that the terms and conditions of the aforementioned Agreements to Purchase Real Property (Fee Acquisition and five Permanent Easements) be carried out by the Dutchess County Department of Public Works.

CA-94-14

CAB/ca/R-0907-FF

5/7/14

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/10/14

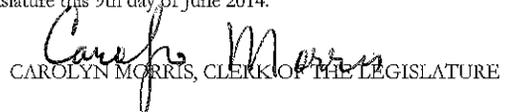
STATE OF NEW YORK

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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 \$ 7,910

Total Current Year Revenue \$ 7,515  
and Source

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

Identify Line Items(s):  
H0290 5110 300(8)(9)

Related Expenses: Amount \$ 1,000

Nature/Reason:

Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$ 7,515

Net County Cost (this year): \$ 395

Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This fiscal impact statement pertains to the accompanying resolution request to acquire the parcels stated on the attached Resolution Request Memo, for a consideration of \$6,910.00, from Angelo Ferri, Stephen Ferri and Anthony Ferri identified on Map 31 Parcels 55,56,57,58,59,60, in connection to the project identified as PIN 8755.41 Rehabilitation of CR 21 (Noxon Road), NYS 55 to CR 49 (Titusville Road), Town of Lagrange.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

EX. 2929

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this fee acquisition as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: Including, but not limited to the following: the shoulder of Noxon Road will be widened, a portion of a closed drainage system will be installed, a grass lined swale will be installed and the adjacent side slope will be graded to meet with the existing ground and seeded to re-establish a grass surface.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>ST</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

**ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(FEE ACQUISITION)**

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41      Map: 31      Parcel: 55

This Advance Payment Agreement ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to a 1000.47± Square Meter (10768.99± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 55 on exhibit "A" attached here to.

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is ONE THOUSAND THREE HUNDRED NINETY DOLLARS (\$1,390.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angela Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16  
Notary Public

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41            Map: 31            Parcel: 56

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 80.81± Square Meter (869.83± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 56 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is ONE HUNDRED DOLLARS (\$100.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This permanent easement is being exercised for the purpose of work area in connection with the grading of the slope and installation of a drainage outlet, including clearing/grubbing activities, future grading, cleaning, rehabilitation, inspection, landscaping, stone outlet protection, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>ST</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

STATE OF NEW YORK )  
                  Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angelo Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
                  Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
                  Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

County of Dutchess

Witness: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

APPROVED AS TO CONTENT:

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT BASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41            Map: 31            Parcel: 57

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 3568.62± Square Meter (38412.31± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Rè. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 57 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is **FOUR THOUSAND FOUR HUNDRED FORTY DOLLARS (\$4,440.00)**. This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. **TITLE DOCUMENTS.** Buyer will pay for and furnish to the Seller an acquisition map.
8. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. **ENTIRE AGREEMENT.** This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. **NOTICES.** All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This permanent easement is being exercised for the purpose of work area in connection with the clearing and grading of a side slope to meet the existing ground and seeding to re-establish a grass surface and/or placement of slope stabilization measures and continued maintenance in connection with the slope including future grading, landscaping, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.
14. **ADDENDA.** The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>st</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angelo Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41      Map: 31      Parcel: 58

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 122.53± Square Meter (1318.90± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 58 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is ONE HUNDRED FIFTY FIVE DOLLARS (\$155.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This permanent easement is being exercised for the purpose of work area in connection with the clearing and grading of a side slope to meet the existing ground and seeding to re-establish a grass surface and/or placement of slope stabilization measures and continued maintenance in connection with the slope including future grading, landscaping, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>st</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

STATE OF NEW YORK )  
COUNTY OF Westchester ) SS:

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angela Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655

Angela Webber  
Notary Public

Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
COUNTY OF Westchester ) SS:

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655

Angela Webber  
Notary Public

Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
COUNTY OF Westchester ) SS:

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655

Angela Webber  
Notary Public

Qualified in Westchester County  
My Commission Expires 4/19/16

County of Dutchess

Witness: \_\_\_\_\_

Buyer: Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

APPROVED AS TO CONTENT:

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41      Map: 31      Parcel: 59

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 443.26± Square Meter (4771.18± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 59 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is FIVE HUNDRED FIFTY DOLLARS (\$550.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This permanent easement is being exercised for the purpose of work area in connection with the clearing and grading of a side slope to meet existing ground and seeding to re-establish a grass surface and/or placement of slope stabilization measures, and continued maintenance in connection with the slope including future grading, landscaping, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>ST</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angela Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public Angela Webber  
State of New York Notary Public  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/12/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public Angela Webber  
State of New York Notary Public  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/12/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/12/16  
Angela Webber  
Notary Public

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41            Map: 31            Parcel: 60

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 219.11± Square Meter (2358.48± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 60 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is TWO HUNDRED SEVENTY FIVE DOLLARS (\$275.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This permanent easement is being exercised for the purpose of work area in connection with the grading of the slope and installation of a drainage outlet, including clearing/grubbing activities, future grading, cleaning, rehabilitation, inspection, landscaping, stone outlet protection, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>ST</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller:

Angelo Ferri  
Angelo Ferri

Seller:

Stephen Ferri  
Stephen Ferri

Seller:

Anthony Ferri  
Anthony Ferri

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angela Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16

County of Dutchess

Witness: \_\_\_\_\_

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Robert H. Balkind, P.E.  
Deputy Commissioner

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.A1                      Map: 31                      Parcel: 61

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 1228.82± Square Meter (13226.91± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 61 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is FIVE HUNDRED TEN DOLLARS (\$510.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in temporary easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This temporary easement is being exercised for the purpose of work area in connection with the realignment and re-profiling of a driveway in order to improve sight distance and meet the proposed roadway edge, grading the side slopes of the driveway and the slopes adjacent to County Route 21 (Noxon Road) to meet the existing ground, clearing/grubbing activities, seeding to re-establish a grass surface and placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>ST</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angela Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Notary Public

Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Notary Public

Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Notary Public

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

\_\_\_\_\_  
Robert H. Balkind, P.E.  
Deputy Commissioner

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41                      Map: 31                      Parcel: 62

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 192.81± Square Meter (2075.39± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax' map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 62 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is **EIGHTY DOLLARS (\$80.00)**. This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **TITLE.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in temporary easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This temporary easement is being taken for the purpose of work area in connection with grading the side slope to meet the existing ground, clearing/grubbing activities, seeding to re-establish a grass surface and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>ST</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferri  
 Angelo Ferri

Seller: Stephen Ferri  
 Stephen Ferri

Seller: Anthony Ferri  
 Anthony Ferri

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angelo Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/13/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/13/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Angela Webber  
ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/13/16

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41      Map: 31      Parcel: 63

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 139.66± Square Meter (1503.29± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 63 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is SIXTY DOLLARS (\$60.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in temporary easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This temporary easement is being exercised for the purpose of work area in connection with grading the side slope to meet the existing ground, clearing/grubbing activities, seeding to re-establish a grass surface and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>st</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller: Angelo Ferrì  
 Angelo Ferrì

Seller: Stephen Ferrì  
 Stephen Ferrì

Seller: Anthony Ferrì  
 Anthony Ferrì

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angelo Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16  
Angela Webber  
Notary Public

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16  
Angela Webber  
Notary Public

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>st</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
Qualified in Westchester County  
My Commission Expires 4/19/16  
Angela Webber  
Notary Public

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

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

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY  
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41                      Map: 31                      Parcel: 64

This Advance Payment Agreement by and between ANGELO FERRI, STEPHEN FERRI and ANTHONY FERRI, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 51.78± Square Meter (557.32± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated June 11, 2008, and recorded on June 20, 2008 as Document #0220083812 in the Office of the County Clerk for Dutchess County, New York with the address 210 Noxon Road (Re. Tax map No. 133400-6360-01-118812-0000), and being the same lands designated as Map 31, Parcel 64 on exhibit "A" attached here to.
2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: None
3. **PURCHASE PRICE.** Whereas, the Seller and the Buyer cannot agree upon the value of the real property interest and the legal damages, the Buyer is willing to pay an amount equal to the amount determined by the Buyer to be the value of the real property interest to be acquired and the legal damages. This amount is TWENTY DOLLARS (\$20.00). This price includes the real property interest described in Paragraph one (1) and the improvements described in Paragraph two (2). The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all formal papers which the Buyer deems necessary to authorize payment and to secure to the Buyer a full release of all claims (other than the claim of the Seller) by reason of the acquisition of the aforementioned real property interest with improvements.
4. **PAYMENT.** Payment is to be made upon approval of this agreement by the Buyer after authorization by appropriate administrative and legal entities, as may be required by statute, and after Buyer has provided all papers necessary to convey clear title and release all third party claims to the advance payment proceeds.
5. **CLAIM.** Pursuant to New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim with the Supreme Court, held in the judicial district where the real property is situated, or if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that any such claim shall be filed within one (1) year after title to the aforementioned real property interest is conveyed. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
6. **FILING.** It is understood and agreed by and between the parties hereto, that pursuant to statute, if no claim is filed by the Seller in the Supreme Court within one (1) year after title to the aforementioned real property interest is conveyed, then, upon the expiration of that time, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. TITLE DOCUMENTS. Buyer will pay for and furnish to the Seller an acquisition map.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in temporary easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the condemnation of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.
13. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This temporary easement is being exercised for the purpose of work area in connection with the rehabilitation of a driveway to meet the proposed roadway edge, as well as grading the side slopes adjacent to County Route 21 (Noxon Road) and the driveway to meet the existing ground, seeding to re-establish a grass surface and the placement of temporary erosion and sediment control measures for the duration of this project.
14. ADDENDA. The following Addenda are incorporated into this Advance Payment Agreement:  
 Temporary Easement     Cost to Cure     Other None

IN WITNESS WHEREOF, on this 21<sup>st</sup> day of April, 2014, the parties have entered into this Advance Payment Agreement.

Seller:

Angelo Ferri  
Angelo Ferri

Seller:

Stephen Ferri  
Stephen Ferri

Seller:

Anthony Ferri  
Anthony Ferri

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Angelo Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
*Angela Webber*  
Notary Public

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

Qualified in Westchester County  
My Commission Expires 4/19/16

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
*Angela Webber*  
Notary Public

Qualified in Westchester County  
My Commission Expires 4/19/16

STATE OF NEW YORK )  
Westchester ) SS:  
COUNTY OF DUTCHESS )

On this 21<sup>ST</sup> day of April, 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Anthony Ferri, 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 the same in his/her/their capacity(ies), and that by his/her/their signature(s) on this instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

ANGELA WEBBER  
Notary Public  
State of New York  
No. 10WE6108655  
*Angela Webber*  
Notary Public  
Qualified in Westchester County  
My Commission Expires 4/19/16

County of Dutchess

Witness: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

APPROVED AS TO CONTENT:

*Robert H. Balkind*  
\_\_\_\_\_  
Robert H. Balkind, P.E.  
Deputy Commissioner



**'EXHIBIT A'**  
**COUNTY OF DUTCHESS**  
**DEPARTMENT OF PUBLIC WORKS**

MAP NO. 31  
 PARCEL NO. 55-64  
 SHEET 1 OF 14

REHABILITATION OF NOXON ROAD  
 NY ROUTE 55 TO TITUSVILLE ROAD

PN 8755.41

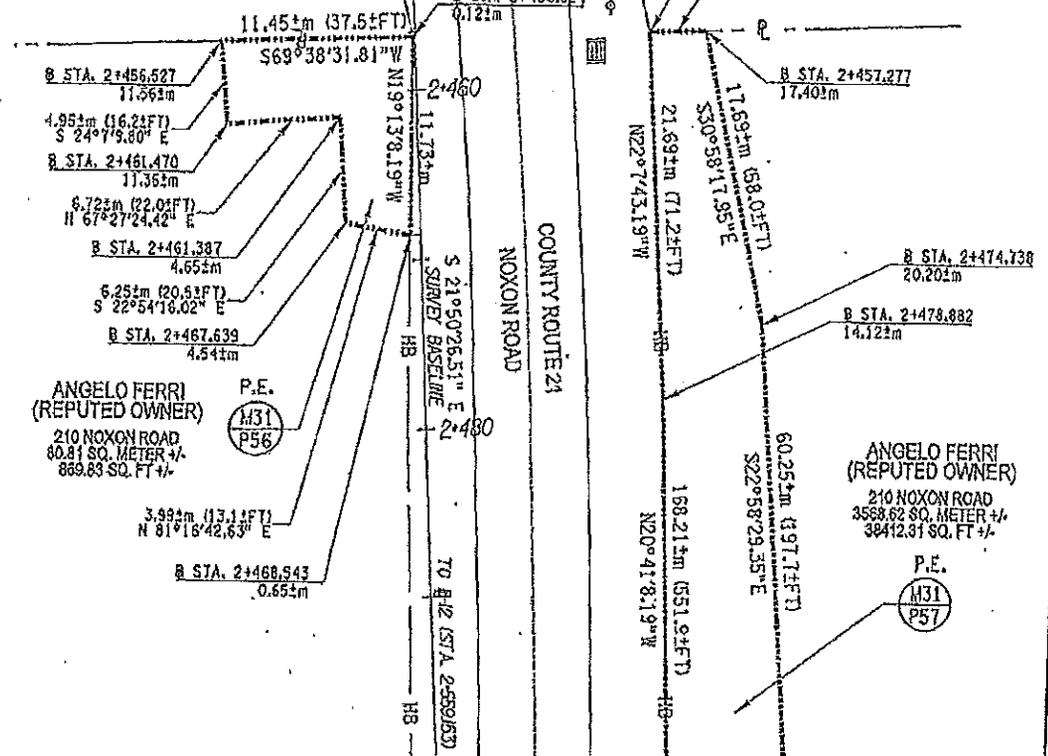
Originals of this map (sheets 1 through 14) are on file at the offices of the Dutchess County Department of Public Works

ANGELO FERRI  
 (REPUTED OWNER)  
 1.22009 P.3812

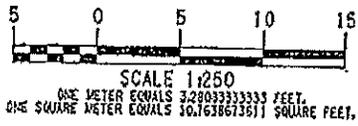
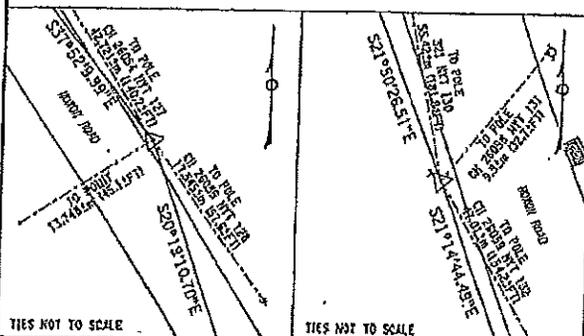
ACQUISITION DESCRIPTION:  
 Types: TE, PE, FEE  
 Portion of Real Property Tax  
 Parcel ID No.  
 133400-6360-01-118812-0000

Town of LaGrange  
 County of Dutchess  
 State of New York  
 REPUTED OWNER: **SORA ENTERPRISES LLC**  
 (REPUTED OWNER)

Angelo Ferri  
 210 Noxon Road  
 Poughkeepsie, NY 12603



MATCH LINE A SHEET 2



MAP NUMBER 31  
 REVISION DATE 9/6/11 3/18/13  
 DATE PREPARED 8/22/11

TIES NOT TO SCALE B STA. 2+394.558 B-10 SPK N 315225.494m E 203837.083m	TIES NOT TO SCALE B STA. 2+559.153 B-12 SPK N 316072.252m E 203897.120m
-------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------







**'EXHIBIT A'**  
**COUNTY OF DUTCHESS**  
**DEPARTMENT OF PUBLIC WORKS**

MAP NO. 31  
 PARCEL NO. 55-64  
 SHEET 5 OF 14



REHABILITATION OF NOXON ROAD  
 BY ROUTE 55 TO TITUSVILLE ROAD

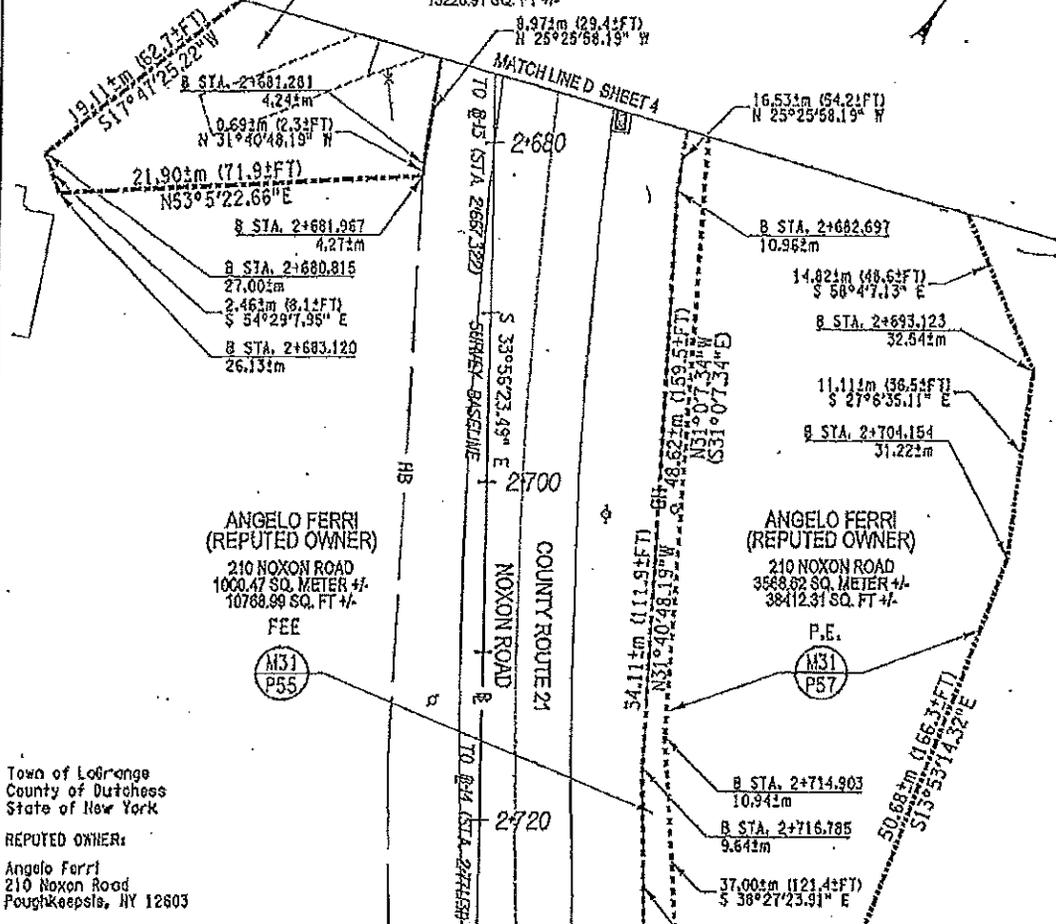
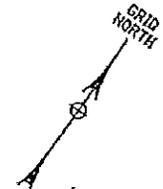
PIN 8755.41

Originals of this map (sheets 1 through 14)  
 are on file at the offices of the Dutchess  
 County Department of Public Works

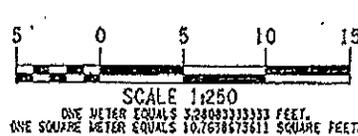
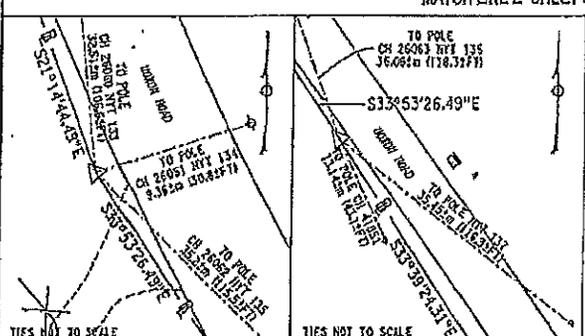
ANGELO FERRI  
 (REPUTED OWNER)  
 L.22008 P.3812

ACQUISITION DESCRIPTION:  
 Types: TE, PE, FEE  
 Portion of Real Property Tax  
 Parcel ID No.  
 133400-6360-01-118812-0000

T.E.  
 (M31)  
 (P61)  
 ANGELO FERRI  
 (REPUTED OWNER)  
 210 NOXON ROAD  
 1228.82 SQ. METER +/-  
 13228.91 SQ. FT +/-



Town of LoDrange  
 County of Dutchess  
 State of New York  
 REPUTED OWNER:  
 Angelo Ferri  
 210 Noxon Road  
 Poughkeepsie, NY 12603



B STA. 2+667.322 B-13 SPK N: 314971.435m E: 203936.317m	B STA. 2+771.131 B-14 SPK N: 314885.263m E: 203994.202m
------------------------------------------------------------------	------------------------------------------------------------------

MAP NUMBER 31  
 REVISED DATE 9/6/11 3/18/13  
 DATE PREPARED 8/22/11







'EXHIBIT A'  
 COUNTY OF DUTCHESS  
 DEPARTMENT OF PUBLIC WORKS

MAP NO. 31  
 PARCEL NO. 55-64  
 SHEET 8 OF 14

REHABILITATION OF NOXON ROAD  
 NY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

ANGELO FERRI  
 (REPUTED OWNER)  
 L.22008 P.3812

Originals of this map (sheets 1 through 14)  
 are on file at the offices of the Dutchess  
 County Department of Public Works

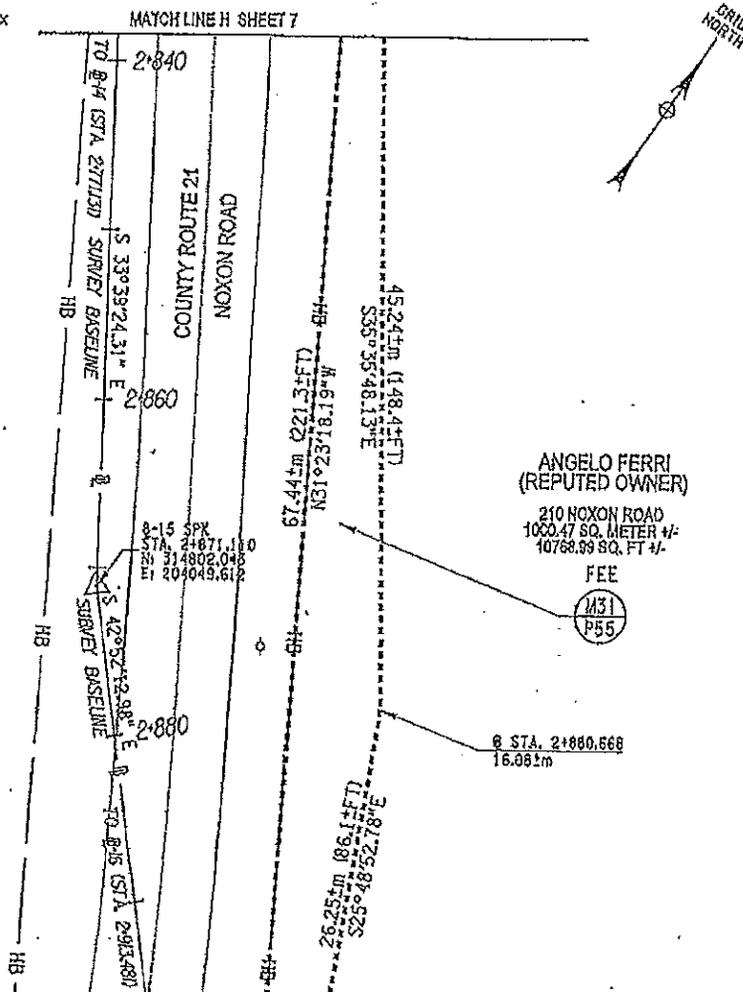
ACQUISITION DESCRIPTION:  
 Types: TE, PE, FEE  
 Portion of Real Property Tax  
 Parcel ID No.  
 133400-6360-01-118812-0000

Town of LaGrange  
 County of Dutchess  
 State of New York

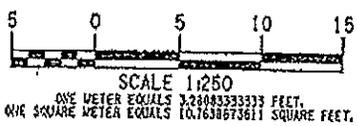
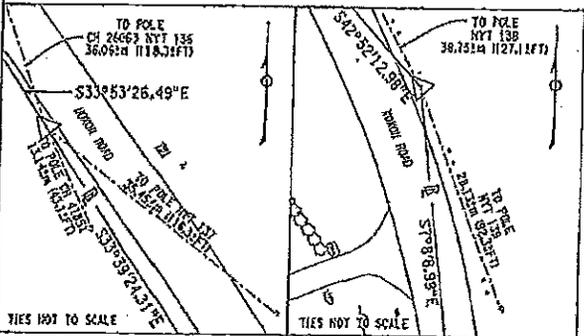
REPUTED OWNER:

Angelo Ferri  
 210 Noxon Road  
 Poughkeepsie, NY 12603

MATCH LINE H SHEET 7



MATCH LINE H SHEET 9



TIES NOT TO SCALE @STA. 2+771.131 8-14 SPK N: 314885.263m E: 203894.202m	TIES NOT TO SCALE @STA. 2+913.481 8-16 SPK N: 314770.889m E: 204078.439m
--------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

MAP NUMBER 31  
 REVISED DATE 9/6/11 3/18/13  
 DATE PREPARED 8/22/11







**'EXHIBIT A'**  
**COUNTY OF DUTCHESS**  
**DEPARTMENT OF PUBLIC WORKS**

MAP NO. 31  
 PARCEL NO. 55-54  
 SHEET 11 OF 14

REHABILITATION OF NOXON ROAD  
 NY ROUTE 85 TO TITUSVILLE ROAD

PIN 8755.41

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, permanent easement and temporary easement, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 110 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 55 A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED, A PORTION OF A CLOSED DRAINAGE SYSTEM WILL BE INSTALLED, A GRASS LINED SWALE WILL BE INSTALLED AND THE ADJACENT SIDE SLOPE WILL BE GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 12.85±m MEASURED AT RIGHT ANGLES FROM STATION 2+863.435± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 31°0'7.34" EAST A DISTANCE OF 48.62±m(159.51±FT) TO A POINT, SAID POINT BEING DISTANT 10.94±m MEASURED AT RIGHT ANGLES FROM STATION 2+714.903± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 38°27'23.91" EAST A DISTANCE OF 37.00±m(121.42±FT) TO A POINT, SAID POINT BEING DISTANT 13.89±m MEASURED AT RIGHT ANGLES FROM STATION 2+751.781± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 35°7'2.79" EAST A DISTANCE OF 81.05±m(265.91±FT) TO A POINT, SAID POINT BEING DISTANT 15.87±m MEASURED AT RIGHT ANGLES FROM STATION 2+832.753± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 35°35'48.13" EAST A DISTANCE OF 45.24±m(148.41±FT) TO A POINT, SAID POINT BEING DISTANT 16.08±m MEASURED AT RIGHT ANGLES FROM STATION 2+880.668± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 25°48'52.78" EAST A DISTANCE OF 26.25±m(86.12±FT) TO A POINT, SAID POINT BEING DISTANT 9.38±m MEASURED AT RIGHT ANGLES FROM STATION 2+905.767± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 22°2'53.17" EAST A DISTANCE OF 24.85±m(81.51±FT) TO A POINT, SAID POINT BEING DISTANT 8.69±m MEASURED AT RIGHT ANGLES FROM STATION 2+926.336± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 13°35'55.71" EAST A DISTANCE OF 21.06±m(69.11±FT) TO A POINT, SAID POINT BEING DISTANT 11.02±m MEASURED AT RIGHT ANGLES FROM STATION 2+947.265± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 6°46'0.87" EAST A DISTANCE OF 69.16±m(226.91±FT) TO A POINT, SAID POINT BEING DISTANT 10.62±m MEASURED AT RIGHT ANGLES FROM STATION 3+016.420± OF SAID BASELINE; SAID POINT ALSO BEING AT THE DIVISION LINE OF LANDS OF ANGELO FERRI (REPUTED OWNER) AND LANDS OF JAMES RYAN AND JOYCE RYAN (REPUTED OWNERS) TO THE SOUTH; THENCE ALONG SAID DIVISION LINE SOUTH 86°52'10.00" WEST A DISTANCE OF 3.75±m(12.3±FT) TO A POINT, SAID POINT BEING DISTANT 6.87±m MEASURED AT RIGHT ANGLES FROM STATION 3+016.187± OF SAID BASELINE; SAID POINT ALSO BEING AT THE DIVISION LINE OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE NORTH AND LANDS OF JAMES RYAN AND JOYCE RYAN (REPUTED OWNERS) TO THE SOUTH, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY LINE NORTH 6°9'18.19" WEST A DISTANCE OF 70.64±m(231.82±FT) TO A POINT, SAID POINT BEING DISTANT 8.01±m MEASURED AT RIGHT ANGLES FROM STATION 2+945.897±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 12°4'28.19" WEST A DISTANCE OF 20.28±m(66.85±FT) TO A POINT, SAID POINT BEING DISTANT 6.34±m MEASURED AT RIGHT ANGLES FROM STATION 2+925.375±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 24°15'33.19" WEST A DISTANCE OF 22.89±m(75.11±FT) TO A POINT, SAID POINT BEING DISTANT 5.50±m MEASURED AT RIGHT ANGLES FROM STATION 2+905.144±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 31°23'18.19" WEST A DISTANCE OF 67.44±m(221.31±FT) TO A POINT, SAID POINT BEING DISTANT 13.56±m MEASURED AT RIGHT ANGLES FROM STATION 2+836.437±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 35°37'58.19" WEST A DISTANCE OF 119.76±m(392.91±FT) TO A POINT, SAID POINT BEING DISTANT 5.64±m MEASURED AT RIGHT ANGLES FROM STATION 2+716.785±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 31°40'48.19" WEST A DISTANCE OF 34.11±m(111.91±FT) TO A POINT, SAID POINT BEING DISTANT 10.36±m MEASURED AT RIGHT ANGLES FROM STATION 2+682.697±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 25°25'58.19" WEST A DISTANCE OF 16.53±m(54.21±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 1000.47± SQUARE METERS (10768.99± SQUARE FEET) MORE OR LESS.

PARCEL NO. 56 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE GRADING OF THE SLOPE AND INSTALLATION OF A DRAINAGE OUTLET, INCLUDING CLEARING/BRUBBING ACTIVITIES, FUTURE GRADING, CLEANING, REHABILITATION, INSPECTION, LANDSCAPING, STONE OUTLET PROTECTION, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 0.12±m MEASURED AT RIGHT ANGLES FROM STATION 2+456.824± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE SOUTH 69°38'31.81" WEST A DISTANCE OF 11.95±m(37.51±FT) TO A POINT, SAID POINT BEING DISTANT 11.56±m MEASURED AT RIGHT ANGLES FROM STATION 2+456.527± OF SAID BASELINE AND BEING ON THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH; THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 24°7'5.80" EAST A DISTANCE OF 4.95±m(16.22±FT) TO A POINT, SAID POINT BEING DISTANT 11.36±m MEASURED AT RIGHT ANGLES FROM STATION 2+461.470± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 67°27'24.42" EAST A DISTANCE OF 6.72±m(22.01±FT) TO A POINT, SAID POINT BEING DISTANT 4.65±m MEASURED AT RIGHT ANGLES FROM STATION 2+461.387± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 22°54'16.02" EAST A DISTANCE OF 6.25±m(20.51±FT) TO A POINT, SAID POINT BEING DISTANT 4.54±m MEASURED AT RIGHT ANGLES FROM STATION 2+467.639± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 81°16'42.83" EAST A DISTANCE OF 3.99±m(13.11±FT) TO A POINT, SAID POINT BEING DISTANT 0.65±m MEASURED AT RIGHT ANGLES FROM STATION 2+468.543± OF SAID BASELINE, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 19°13'8.19" WEST TO THE POINT OF BEGINNING, SAID PARCEL BEING 80.81± SQUARE METERS (869.83± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 56, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

MAP NUMBER 31  
 REVISION DATE 9/6/13/18/13  
 DATE PREPARED 8/22/11



'EXHIBIT A'  
 COUNTY OF DUTCHESS  
 DEPARTMENT OF PUBLIC WORKS

MAP NO. 31  
 PARCEL NO. 55-64  
 SHEET 12 OF 14

REHABILITATION OF NOXON ROAD  
 NY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

PARCEL NO. 57 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE CLEARING AND GRADING OF A SLOPE TO MEET EXISTING GROUND AND SEEDING TO RE-ESTABLISH A GRASS SURFACE AND/OR PLACEMENT OF SLOPE STABILIZATION MEASURES, AND CONTINUED MAINTENANCE IN CONNECTION WITH THE SLOPE INCLUDING FUTURE GRADING, LANDSCAPING, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 14.01m MEASURED AT RIGHT ANGLES FROM STATION 2+487.190± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 69°30'31.81" EAST A DISTANCE OF 3.38m(11.11FT) TO A POINT, SAID POINT BEING DISTANT 17.40m MEASURED AT RIGHT ANGLES FROM STATION 2+457.217± OF SAID BASELINE AND BEING ON THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH; THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 30°58'17.95" EAST A DISTANCE OF 17.69m(58.01FT) TO A POINT, SAID POINT BEING DISTANT 20.20m MEASURED AT RIGHT ANGLES FROM STATION 2+474.738± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 22°58'29.35" EAST A DISTANCE OF 60.25m(197.71FT) TO A POINT, SAID POINT BEING DISTANT 21.40m MEASURED AT RIGHT ANGLES FROM STATION 2+534.974± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 21°33'14.01" EAST A DISTANCE OF 27.01m(88.61FT) TO A POINT, SAID POINT BEING DISTANT 21.29m MEASURED AT RIGHT ANGLES FROM STATION 2+561.759± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 65°3'13.67" EAST A DISTANCE OF 21.95m(72.17FT) TO A POINT, SAID POINT BEING DISTANT 33.50m MEASURED AT RIGHT ANGLES FROM STATION 2+579.993± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 13°56'55.21" EAST A DISTANCE OF 52.53m(172.32FT) TO A POINT, SAID POINT BEING DISTANT 26.83m(88.02FT) MEASURED AT RIGHT ANGLES FROM STATION 2+632.095± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 23°34'42.27" EAST A DISTANCE OF 41.45m(136.01FT) TO A POINT, SAID POINT BEING DISTANT 26.47m MEASURED AT RIGHT ANGLES FROM STATION 2+679.607± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 68°47'13" EAST A DISTANCE OF 14.92m(48.95FT) TO A POINT, SAID POINT BEING DISTANT 32.54m MEASURED AT RIGHT ANGLES FROM STATION 2+693.123± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 27°6'35.11" EAST A DISTANCE OF 11.11m(36.51FT) TO A POINT, SAID POINT BEING DISTANT 31.22m MEASURED AT RIGHT ANGLES FROM STATION 2+704.154± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 13°53'14.32" EAST A DISTANCE OF 50.68m(166.31FT) TO A POINT, SAID POINT BEING DISTANT 13.89m MEASURED AT RIGHT ANGLES FROM STATION 2+751.701± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 38°27'23.19" WEST A DISTANCE OF 37.00m(121.41FT) TO A POINT, SAID POINT BEING DISTANT 10.94m MEASURED AT RIGHT ANGLES FROM STATION 2+774.903± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 31°07'34" WEST A DISTANCE OF 48.62m(159.51FT) TO A POINT, SAID POINT BEING DISTANT 12.85m MEASURED AT RIGHT ANGLES FROM STATION 2+663.435± OF SAID BASELINE, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 25°25'58.19" WEST A DISTANCE OF 16.53m(54.22FT) TO A POINT, SAID POINT BEING DISTANT 11.65m MEASURED AT RIGHT ANGLES FROM STATION 2+646.945±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 20°41'8.19" WEST A DISTANCE OF 169.21m(551.91FT) TO A POINT, SAID POINT BEING DISTANT 14.12m MEASURED AT RIGHT ANGLES FROM STATION 2+478.882±, SAID POINT ALSO BEING ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 22°7'43.19" WEST A DISTANCE OF 21.69m(71.29FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 3568.62± SQUARE METERS (88412.31± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 57, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

PARCEL NO. 58 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE GRADING OF THE SLOPE AND INSTALLATION OF A DRAINAGE OUTLET, INCLUDING CLEARING/GRUBBING ACTIVITIES, FUTURE GRADING, CLEANING, REHABILITATION, INSPECTION, LANDSCAPING, STONE OUTLET PROTECTION, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 2.53m MEASURED AT RIGHT ANGLES FROM STATION 2+548.966± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 33°34'4.12" WEST A DISTANCE OF 14.56m(47.81FT) TO A POINT, SAID POINT BEING DISTANT 14.52m MEASURED AT RIGHT ANGLES FROM STATION 2+557.231± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 21°50'6.80" EAST A DISTANCE OF 6.33m(20.81FT) TO A POINT, SAID POINT BEING DISTANT 14.47m MEASURED AT RIGHT ANGLES FROM STATION 2+563.716± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 67°31'53.39" EAST A DISTANCE OF 11.69m(38.34FT) TO A POINT, SAID POINT BEING DISTANT 2.78m MEASURED AT RIGHT ANGLES FROM STATION 2+563.466± OF SAID BASELINE, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 20°14'8.19" WEST A DISTANCE OF 14.47m(47.51FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 122.53± SQUARE METERS (1318.90± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 58, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

MAP NUMBER 31  
 REVISED DATE 9/6/11 3/18/13  
 DATE PREPARED 8/22/11



**'EXHIBIT A'**  
**COUNTY OF DUTCHESS**  
**DEPARTMENT OF PUBLIC WORKS**

REHABILITATION OF NOXON ROAD  
 NY ROUTE 55 TO TITUSVILLE ROAD

Pin 8755.41

MAP NO. 31

PARCEL NO. 55-64

SHEET 13 OF 14

PARCEL NO. 59 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE CLEARING AND GRADING OF A SIDE SLOPE TO MEET EXISTING GROUND AND SEEDING TO RE-ESTABLISH A GRASS SURFACE AND/OR PLACEMENT OF SLOPE STABILIZATION MEASURES, AND CONTINUED MAINTENANCE IN CONNECTION WITH THE SLOPE INCLUDING FUTURE GRADING, LANDSCAPING, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 3.052m MEASURED AT RIGHT ANGLES FROM STATION 2+591.332 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD) THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 2°28'39.08" WEST A DISTANCE OF 8.972m(29.731FT) TO A POINT, SAID POINT BEING DISTANT 9.472m MEASURED AT RIGHT ANGLES FROM STATION 2+597.591 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 18°37'44.53" EAST A DISTANCE OF 37.631m(123.52FT) TO A POINT, SAID POINT BEING DISTANT 11.191m MEASURED AT RIGHT ANGLES FROM STATION 2+635.182 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 28°27'44.85" EAST A DISTANCE OF 11.422m(37.53FT) TO A POINT, SAID POINT BEING DISTANT 9.762m MEASURED AT RIGHT ANGLES FROM STATION 2+646.507 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 38°8'13.02" EAST A DISTANCE OF 27.602m(90.62FT) TO A POINT, SAID POINT BEING DISTANT 2.922m MEASURED AT RIGHT ANGLES FROM STATION 2+672.406 OF SAID BASELINE, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 25°25'58.19" WEST A DISTANCE OF 25.562m(83.91FT) TO A POINT, SAID POINT BEING DISTANT 3.602m MEASURED AT RIGHT ANGLES FROM STATION 2+647.431 OF SAID BASELINE, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 20°41'8.19" WEST A DISTANCE OF 56.102m(184.13FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 443.261 SQUARE METERS (4771.181 SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 59, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

PARCEL NO. 60 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE GRADING OF THE SLOPE AND INSTALLATION OF A DRAINAGE OUTLET, INCLUDING CLEARING/GRUBBING ACTIVITIES, FUTURE GRADING, CLEANING, REHABILITATION, INSPECTION, LANDSCAPING, STONE OUTLET PROTECTION, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF COUNTY ROUTE 21 (NOXON ROAD) TO THE EAST AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE WEST, SAID POINT ALSO BEING DISTANT 3.902m MEASURED AT RIGHT ANGLES FROM STATION 2+772.799 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 42°47'32.41" WEST A DISTANCE OF 11.642m(38.22FT) TO A POINT, SAID POINT BEING DISTANT 15.212m MEASURED AT RIGHT ANGLES FROM STATION 2+775.543 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 34°14'53.14" EAST A DISTANCE OF 7.422m(24.31FT) TO A POINT, SAID POINT BEING DISTANT 15.142m MEASURED AT RIGHT ANGLES FROM STATION 2+782.961 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 64°44'23.93" EAST A DISTANCE OF 23.822m(78.11FT) TO A POINT, SAID POINT BEING DISTANT 2.842m MEASURED AT RIGHT ANGLES FROM STATION 2+803.356 OF SAID BASELINE; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 33°37'58.19" WEST A DISTANCE OF 30.562m(100.32FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 219.112 SQUARE METERS (2358.481 SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 60, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

PARCEL NO. 61 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE REALIGNMENT AND RE-PROFILING OF A DRIVEWAY IN ORDER TO IMPROVE SIGHT DISTANCE AND MEET THE PROPOSED ROADWAY EDGE, GRADING THE SIDE SLOPES OF THE DRIVEWAY AND THE SLOPES ADJACENT TO COUNTY ROUTE 21 (NOXON ROAD) TO MEET THE EXISTING GROUND, CLEARING/GRUBBING ACTIVITIES, SEEDING TO RE-ESTABLISHING A GRASS SURFACE AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF COUNTY ROUTE 21 (NOXON ROAD) TO THE EAST AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE WEST, SAID POINT ALSO BEING DISTANT 2.782m MEASURED AT RIGHT ANGLES FROM STATION 2+563.466 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 67°31'53.39" WEST A DISTANCE OF 9.322m(30.62FT) TO A POINT, SAID POINT BEING DISTANT 12.102m MEASURED AT RIGHT ANGLES FROM STATION 2+563.665 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 11°19'7.17" EAST A DISTANCE OF 20.972m(69.05FT) TO A POINT, SAID POINT BEING DISTANT 17.102m MEASURED AT RIGHT ANGLES FROM STATION 2+592.197 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 14°6'59.61" EAST A DISTANCE OF 30.572m(100.31FT) TO A POINT, SAID POINT BEING DISTANT 20.892m MEASURED AT RIGHT ANGLES FROM STATION 2+622.533 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 32°15'2.12" EAST A DISTANCE OF 49.942m(163.92FT) TO A POINT, SAID POINT BEING DISTANT 12.612m MEASURED AT RIGHT ANGLES FROM STATION 2+668.967 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 17°47'25.22" WEST A DISTANCE OF 19.112m(62.71FT) TO A POINT, SAID POINT BEING DISTANT 27.002m MEASURED AT RIGHT ANGLES FROM STATION 2+680.815 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 54°29'7.95" EAST A DISTANCE OF 2.462m(8.12FT) TO A POINT, SAID POINT BEING DISTANT 26.132m MEASURED AT RIGHT ANGLES FROM STATION 2+693.120 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 53°5'22.66" EAST A DISTANCE OF 21.902m(71.92FT) TO A POINT, SAID POINT BEING DISTANT 4.272m MEASURED AT RIGHT ANGLES FROM STATION 2+681.967 OF SAID BASELINE; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 31°40'48.19" WEST A DISTANCE OF 0.692m(2.32FT) TO A POINT, SAID POINT BEING DISTANT 4.242m MEASURED AT RIGHT ANGLES FROM STATION 2+681.281; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 25°25'58.19" WEST A DISTANCE OF 8.972m(29.43FT) TO A POINT, SAID POINT BEING DISTANT 2.922m MEASURED AT RIGHT ANGLES FROM STATION 2+672.406; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) NORTH 38°8'13.02" WEST A DISTANCE OF 27.602m(90.62FT) TO A POINT, SAID POINT BEING DISTANT 9.762m MEASURED AT RIGHT ANGLES FROM STATION 2+646.507 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 28°27'44.85" WEST A DISTANCE OF 11.422m(37.53FT) TO A POINT, SAID POINT BEING DISTANT 11.191m MEASURED AT RIGHT ANGLES FROM STATION 2+635.182 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 18°37'44.53" WEST A DISTANCE OF 37.631m(123.52FT) TO A POINT, SAID POINT BEING DISTANT 9.472m MEASURED AT RIGHT ANGLES FROM STATION 2+597.591 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 2°28'39.08" EAST A DISTANCE OF 8.972m(29.731FT) TO A POINT, SAID POINT BEING DISTANT 3.052m MEASURED AT RIGHT ANGLES FROM STATION 2+591.332 OF SAID BASELINE; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 20°41'8.19" WEST A DISTANCE OF 27.872m(91.42FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 1228.821 SQUARE METERS (13226.912 SQUARE FEET) MORE OR LESS.

MAP NUMBER 31  
 REVISED DATE 9/6/11 3/18/13  
 DATE PREPARED 8/22/11

PREPARED BY DB CHECKED BY EG/JA FINAL CHECK BY MAU



REHABILITATION OF NOXON ROAD  
BY ROUTE 65 TO TITUSVILLE ROAD

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8755.41

MAP NO. 31  
PARCEL NO. 55-64  
SHEET 14 OF 14

PARCEL NO. 62 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH GRADING THE SIDE SLOPE TO MEET THE EXISTING GROUND, CLEARING/CROBBING ACTIVITIES, SEEDING TO RE-ESTABLISH A GRASS SURFACE AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 4.432m MEASURED AT RIGHT ANGLES FROM STATION 2+755.4752 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 47°49'23.18" WEST A DISTANCE OF 8.782m(28.81FT) TO A POINT, SAID POINT BEING DISTANT 13.123m MEASURED AT RIGHT ANGLES FROM STATION 2+756.7411 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 14°43'57.70" EAST A DISTANCE OF 6.662m(21.85FT) TO A POINT, SAID POINT BEING DISTANT 15.312m MEASURED AT RIGHT ANGLES FROM STATION 2+763.0333 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 34°14'53.14" EAST A DISTANCE OF 12.452m(40.52FT) TO A POINT, SAID POINT BEING DISTANT 15.213m MEASURED AT RIGHT ANGLES FROM STATION 2+775.5431 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 42°47'32.41" EAST A DISTANCE OF 11.642m(38.21FT) TO A POINT, SAID POINT BEING DISTANT 3.902m MEASURED AT RIGHT ANGLES FROM STATION 2+772.7952 OF SAID BASELINE; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 35°37'58.19" WEST A DISTANCE OF 17.332m(56.91FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 192.812 SQUARE METERS (2075.392 SQUARE FEET) MORE OR LESS.

PARCEL NO. 63 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH GRADING THE SIDE SLOPE TO MEET THE EXISTING GROUND, CLEARING/CROBBING ACTIVITIES, SEEDING TO RE-ESTABLISH A GRASS SURFACE AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 2.844m MEASURED AT RIGHT ANGLES FROM STATION 2+803.3562 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) NORTH 64°44'23.93" WEST A DISTANCE OF 23.822m(78.13FT) TO A POINT, SAID POINT BEING DISTANT 15.142m MEASURED AT RIGHT ANGLES FROM STATION 2+782.9612 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 48°15'55.63" EAST A DISTANCE OF 29.382m(96.42FT) TO A POINT, SAID POINT BEING DISTANT 7.732m MEASURED AT RIGHT ANGLES FROM STATION 2+811.3882 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 69°22'27.68" EAST A DISTANCE OF 9.372m(30.73FT) TO A POINT, SAID POINT BEING DISTANT 2.302m MEASURED AT RIGHT ANGLES FROM STATION 2+819.0292 OF SAID BASELINE; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 35°37'58.19" WEST A DISTANCE OF 15.682m(51.45FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 139.662 SQUARE METERS (1503.292 SQUARE FEET) MORE OR LESS.

PARCEL NO. 64 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE REHABILITATION OF A DRIVEWAY TO MEET THE PROPOSED ROADWAY EDGE, AS WELL AS GRADING THE SIDE SLOPES ADJACENT TO COUNTY ROUTE 21 (NOXON ROAD) AND THE DRIVEWAY TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF COUNTY ROUTE 21 (NOXON ROAD) TO THE EAST AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE WEST, SAID POINT ALSO BEING DISTANT 9.242m MEASURED AT RIGHT ANGLES FROM STATION 2+901.1832 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE THROUGH THE LANDS OF ANGELO FERRI (REPUTED OWNER) SOUTH 19°47'12.59" EAST A DISTANCE OF 18.982m(62.31FT) TO A POINT, SAID POINT BEING DISTANT 10.532m MEASURED AT RIGHT ANGLES FROM STATION 2+927.4192 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 46°32'33.63" WEST A DISTANCE OF 6.252m(20.52FT) TO A POINT, SAID POINT BEING DISTANT 14.762m MEASURED AT RIGHT ANGLES FROM STATION 2+930.5292 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 19°54'46.61" EAST A DISTANCE OF 4.742m(15.62FT) TO A POINT, SAID POINT BEING DISTANT 13.712m MEASURED AT RIGHT ANGLES FROM STATION 2+935.1512 OF SAID BASELINE; SAID POINT ALSO BEING ON THE DIVISION LINE OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE NORTH AND LANDS OF AUDREY SMITH-MORGAN (REPUTED OWNER) TO THE SOUTH; THENCE ALONG SAID DIVISION LINE NORTH 74°49'11.81" EAST A DISTANCE OF 5.572m(18.31FT) TO A POINT, SAID POINT BEING DISTANT 0.202m MEASURED AT RIGHT ANGLES FROM STATION 2+934.3722 OF SAID BASELINE; SAID POINT ALSO BEING ON THE DIVISION LINE OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE NORTH AND LANDS OF AUDREY SMITH-MORGAN (REPUTED OWNER) TO THE SOUTH; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 12°42'28.19" WEST A DISTANCE OF 6.152m(20.21FT) TO A POINT, SAID POINT BEING DISTANT 8.722m MEASURED AT RIGHT ANGLES FROM STATION 2+928.2502 OF SAID BASELINE; SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 24°15'33.19" WEST A DISTANCE OF 20.262m(66.48FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 61.782 SQUARE METERS (157.322 SQUARE FEET) MORE OR LESS.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:  
BEGINNING AT STATION 2+394.558 THENCE SOUTH 20°19'10.70" EAST TO STATION 2+442.879 THENCE SOUTH 21°50'26.51" EAST TO STATION 2+559.153 THENCE SOUTH 21°14'44.49" EAST TO STATION 2+667.322 THENCE SOUTH 33°53'26.49" EAST TO STATION 2+771.131 THENCE SOUTH 33°33'24.31" EAST TO STATION 2+871.110 THENCE SOUTH 42°52'12.98" EAST TO STATION 2+913.481 THENCE SOUTH 7°08'08.99" EAST TO STATION 3+118.745.

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

Date April 9 2013

Robert H. Bakind, P.E.  
Acting Commissioner of Public Works

Recommended by:  
Date April 8 2013

Gregory V. Bentley, P.E.  
Director of Engineering

MAP NUMBER 31  
REVISED DATE 9/6/11-3/18/13  
DATE PREPARED 8/22/11



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

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

Date 3/27 2013

EDWARD T. GANNON Land Surveyor  
P.L.S. License No. 49907

WSP- SELLS  
555 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, NY 10510

626 Dutchess Turnpike  
Poughkeepsie, NY 12603  
Phone: (845) 486-2925  
Fax: (845) 486-2940

**Dutchess County**  
**DPW ENGINEERING**

# Memo

2014 MAY -6 AM 10:54

RECEIVED  
DEPUTY COMMISSIONER  
PUBLIC WORKS

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

**From:** Matthew W. Davis, Assistant Civil Engineer I 

**Date:** May 1, 2014

**Re:** RESOLUTION REQUEST  
FEE ACQUISITION, MAP 31, PARCELS 55  
PERMANENT EASEMENT, MAP 31, PARCELS 56, 57, 58, 59, 60  
PIN 8755.41 REHABILITATION OF CR 21 (NOXON RD), NYS 55 TO CR 49  
(TITUSVILLE ROAD), TOWN OF LAGRANGE

Accompanying this memo is a Resolution Request and Fiscal Impact Statement with supporting documentation to request authorization to acquire the following parcels:

<u>Map</u>	<u>Parcel</u>	<u>Acquisition</u>	<u>Area</u>	<u>Amount</u>
31	55	FEE	1,000.47+/- SM (10,768.99+/- SF)	\$1,390.00
31	56	PE	80.81+/- SM (869.83+/- SF)	\$100.00
31	57	PE	3,568.62+/- SM (38,412.31+/- SF)	\$4,440.00
31	58	PE	122.53+/- SM (1,318.90+/- SF)	\$155.00
31	59	PE	443.26+/- SM (4,771.18+/- SF)	\$550.00
31	60	PE	219.11+/- SM (2,358.48+/- SF)	\$275.00

These parcels are a portion of real property owned by Angelo Ferri, Stephen Ferri and Anthony Ferri, located on County Route 21, (Noxon Road), in the Town of LaGrange identified as parcel identification number 133400-6360-01-118812-0000. The purchase of these parcels is required to facilitate the rehabilitation of County Route 21 under the subject Federal Aid Project. The amount of this resolution request is for **\$7,910.00**, which includes related expenses in the amount of \$1,000 as shown on the accompanying Fiscal Impact Statement. These purchases are subject to the accompanying Advance Payment Agreements allowing the Seller the option to file a claim within one year of the conveyance of the property.

The subject project has been reviewed under SEQR and is classified as an Unlisted Action. A Negative Declaration was approved and adopted by the Legislature on December 8, 2008, under Resolution No. 208403.

Attached for your review, is the documentation required for the Resolution Request submittal. Please contact me if you have any questions or require any additional information.

# 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 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

Present: 11                      Resolution: ✓                      Total : 11                      0  
 Absent: 1                              Motion: —                              Yes                      No  
 Vacant: 0                                                                              Abstentions: 0

2014149 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND FIVE PERMANENT EASEMENTS FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD FROM NYS RT. 55 TO CR 49, TOWN OF LA GRANGE FROM ANGELO FERRI, STEPHEN FERRI AND ANTHONY FERRI (PIN 8755.41)

Date: June 3, 2014

# Roll Call Sheets

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

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

**2014149** AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND FIVE PERMANENT EASEMENTS FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD FROM NYS RT. 55 TO CR 49, TOWN OF LA GRANGE FROM ANGELO FERRI, STEPHEN FERRI AND ANTHONY FERRI (PIN 8755.41)

Date: June 9, 2014

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2014150

RE: AUTHORIZING ADDITIONAL FUNDING FOR ACQUISITION OF A PERMANENT EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM PETER MARROCCO AND ANGELA MARROCCO

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

WHEREAS, the Department of Public Works has proposed the improvement of a section of Noxon Road, CR 21, in the Town of LaGrange, which project (PIN #8755.41) includes the acquisition of portions of certain properties, and

WHEREAS, an environmental assessment form and a Negative Declaration was approved and adopted by this Legislature on December 8, 2008 under Resolution No. 208403 and the Department of Public Works determined that the improvement project (1) constitutes an unlisted action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire a permanent easement of a portion of property presently owned by Peter Marrocco and Angela Marrocco, and

WHEREAS, by Resolution No. 2014045 the County Executive or his designee was authorized to execute the Agreement to Purchase Real Property (Permanent Easement), for the sum of \$880.00 plus up to \$450.00 for related expenses, and that the terms and conditions of the Agreement be carried forth, and

WHEREAS, the Agreement to Purchase Real Property (Permanent Easement), County Contract No. 14-0072-PW, was executed by all necessary parties on August 1, 2013 and duly filed with the Dutchess County, and

WHEREAS, the property owner's mortgage has been transferred to another lending institution which requires the County to follow the new lending institution's requirements to obtain a partial release of mortgage, and

WHEREAS, the Commissioner of Public Works has recommended that the County allocate up to an additional \$1,000.00 for the related expenses of securing a partial release of mortgage and required filing fees, now, therefore, be it

RESOLVED, that on the submission by the property owner of any additional documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the necessary party/property owner in the sum up to \$1,000.00, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

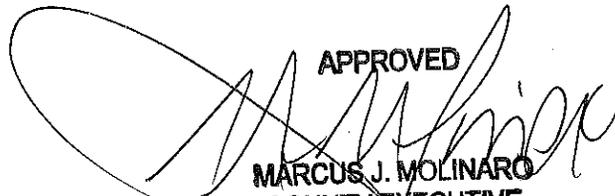
RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Permanent Easement) be carried out by the Dutchess County Department of Public Works.

CA-101-14

CAB/kvh/R-0907-Q

5/20/14

Fiscal Impact: See attached statement

  
APPROVED  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/10/14

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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 \$ 1,000

Total Current Year Revenue \$ 950  
and Source

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

Identify Line Item(s):  
H0290 5110 3008

Related Expenses: Amount \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other closing costs.

Anticipated Savings to County: \$ 950

Net County Cost (this year): \$ 50  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This Fiscal Impact Statement request pertains to Resolution No. 2014045, requesting an additional \$1,000 for the related expenses of securing a partial release of mortgage and required filing fees in connection with the project identified as PIN 8755.41, Rehabilitation of County Route 21(Noxon Road), NYS 55 to County Route 49 (Titusville Road).

Prepared by: Matthew W. Davis

2925

626 Dutchess Turnpike  
Poughkeepsie, NY 12603  
Phone: (845) 486-2925  
Fax: (845) 486-2940

**Dutchess County**  
**DPW ENGINEERING**

# Memo

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

**From:** Matthew W. Davis, Assistant Civil Engineer I *Approved by M. Azar-Waldman*

**Date:** May 13, 2014

**Re:** RESOLUTION REQUEST  
PERMANENT EASEMENT, MAP 46, PARCEL 92  
PIN 8755.41 REHABILITATION OF CR 21 (NOXON RD), NYS 55 TO  
TITUSVILLE ROAD, TOWN OF LAGRANGE

This resolution request pertains to Resolution No. 2014045. The related expenses requested in the first request have been exhausted on partial release of mortgage application fees and recording fees. We are requesting an additional \$1,000 for the related expenses of securing a partial release of mortgage and required filing fees.

Accompanying this memo is a Resolution Request Form, Fiscal Impact Statement and the agreement Peter Marrocco and Angela Marrocco.

The subject project has been reviewed under SEQR and is classified as an Unlisted Action. A Negative Declaration was approved and adopted by the Legislature on December 8, 2008, under Resolution No. 208403.

Please review the attached documentation and if satisfactory, please sign and submit for further processing. Contact me if you have any questions or require any additional information.

ls

## *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 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

**2014150 AUTHORIZING ADDITIONAL FUNDING FOR ACQUISITION OF A PERMANENT EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM PETER MARROCCO AND ANGELA MARROCCO**

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 25      0  
           Yes           No  
 Abstentions: 0

**2014150** AUTHORIZING ADDITIONAL FUNDING FOR ACQUISITION OF A PERMANENT EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM PETER MARROCCO AND ANGELA MARROCCO

Date: June 9, 2014

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2014151

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND TWO PERMANENT EASEMENTS FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD FROM NYS RT. 55 TO CR 49, TOWN OF LA GRANGE FROM SORA ENTERPRISES, LLC (PIN 8755.41)

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

WHEREAS, the Department of Public Works has proposed the improvement of a section of Noxon Road, CR 21, in the Town of LaGrange, which project (PIN #8755.41) includes the acquisition of portions of certain properties, and

WHEREAS, a short environmental assessment form and a Negative Declaration was approved and adopted by this Legislature on December 8, 2008 under Resolution No. 208403 and the Department of Public Works determined that the improvement project (1) constitutes an unlisted action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property and two permanent easements of a portion of property presently owned by Sora Enterprises, LLC, and

WHEREAS, the acquisition in fee is a portion of parcel number 133400-6360-01-053893-0000, described as 140.05± square meters (1507.44± square feet) more or less as shown on Map No. 24, Parcel No. 42, copy is annexed hereto, and

WHEREAS, the acquisition of (1) a permanent easement is a portion of parcel number 133400-6360-01-053893-0000, described as 581.91± square meters (6,263.62± square feet) more or less as shown on Map No. 24, Parcel No. 43, copy is annexed hereto, and

WHEREAS, the acquisition of (2) a permanent easement is a portion of parcel number 133400-6360-01-053893-0000, described as 35.13± square meters (378.14± square feet) more or less as shown on Map No. 24, Parcel No. 44, copy is annexed hereto, and

WHEREAS, the Agreements to Purchase Real Property (Fee Acquisition) and (two Permanent Easements) for the necessary real property are attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$885.00 plus up to \$1000.00 for related expenses, and that the subject property, (1) Permanent Easement, be purchased for the sum of \$3,310.00 and (2) Permanent Easement be purchased for the sum of \$200.00, and that the terms and conditions of the Agreements be carried forth, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the Agreements

to Purchase Real Property (Fee Acquisition and two Permanent Easements) in substantially the form annexed hereto and all documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of deeds to the aforementioned land, which shall include the terms and conditions of the Agreements to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$885.00 for Fee Acquisition and \$3,310.00 and \$200.00, respectively, for the two Permanent Easements, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

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

CA-93-14

CAB/ca/R-0907-BB

5/7/14

Fiscal Impact: See attached statement

  
**APPROVED**  
**MARCUS**  
**COUNTY** **MANRO**  
**COMMISSIONER**  
Date 6/10/14

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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 \$ 5,395

Total Current Year Revenue \$ 5,125  
and Source

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

Identify Line Items(s):  
H0290 5110 300(8)(9)

Related Expenses: Amount \$ 1,000

Nature/Reason:

Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$5,125

Net County Cost (this year): \$270  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This fiscal impact statement pertains to the accompanying resolution request to acquire in fee a 140.05+/- square meter (1,507.44+/- square foot) parcel for a consideration of \$885.00, a permanent easement to a 581.91+/- square meter (6,263.62+/- square foot) parcel for a consideration of \$3,310.00, a permanent easement to a 35.13+/- square meter (378.14+/- square foot) parcel for a consideration of \$200.00. These parcels are a portion of real property owned by Sora Enterprises LLC, identified on Map 24 Parcels 42, 43, 44 in connection to the project identified as PIN 8755.41 Rehabilitation of CR 21 (Noxon Road), NYS 55 to CR 49 (Titusville Road)

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis

EX. 2929



COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

MAP NO. 24  
PARCEL NO. 42,43,44,45  
SHEET 1 OF 5

REHABILITATION OF NOXON ROAD  
NY ROUTE 24 TO HILLSVILLE ROAD

PIN 8755.41

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

ACQUISITION DESCRIPTION:  
Types: TE, PE, FEE  
Portion of Real Property Tax  
Parcel ID No.  
133400-6360-01-053893-0000

Town of LoGrange  
County of Dutchess  
State of New York

REPUTED OWNER:

Sora Enterprises LLC  
180 Noxon Road  
Poughkeepsie, NY 12603

HENRY G. PAGE JR.  
(REPUTED OWNER)

NOXON ROAD

B STA. 2+171.101  
20.403m

B STA. 2+173.779  
6.092m

T.E.

M24  
P45

SORA ENTERPRISES LLC  
(REPUTED OWNER)

160 NOXON ROAD  
269.08 SQ. METER +/-  
2895.34 SQ. FT +/-

B STA. 2+183.172  
22.261m

11.993m (39.33 FT)  
N 86°31'48.44" W

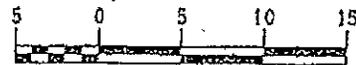
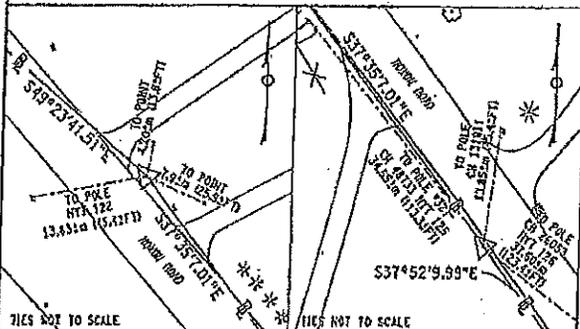
B STA. 2+191.040  
13.221m

8.112m (26.61 FT) S 63°0'11.81" N

B STA. 2+192.537  
5.252m

SORA ENTERPRISES LLC  
(REPUTED OWNER)

NOXON ROAD



SCALE 1:250

ONE METER EQUALS 3.280833333 FEET.  
ONE SQUARE METER EQUALS 10.763910417 SQUARE FEET.

MAP NUMBER 24  
REVISED DATE 7/20/13 3/15/13  
DATE PREPARED 8/22/11

B STA. 2+044.647

B-08 SPK

N: 315502.361m  
E: 203623.116m

B STA. 2+256.587

B-09 SPK

N: 315334.410m  
E: 203782.387m

PREPARED BY DB DATED BY EG/JA PLOT DATED BY MAU



COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

MAP NO. 24  
PARCEL NO. 42,43,44,45  
SHEET 2 OF 5

REHABILITATION OF NOXON ROAD  
RT ROUTE 93 TO TITUSVILLE ROAD

PIN 8755.41

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

SORA ENTERPRISES LLC  
(REPUTED OWNER)  
L.22006 P.7135

GRID  
NORTH

ACQUISITION DESCRIPTION:  
Types: TE, PE, FEE  
Portion of Real Property Tax  
Parcel ID No.  
133400-6360-01-053893-0000

Town of LoGrange  
County of Dutchess  
State of New York

REPUTED OWNER:

Sora Enterprises LLC  
150 Noxon Road  
Poughkeepsie, NY 12603

ERIC HEITMAN AND PATRICIA HEITMAN  
(REPUTED OWNERS)

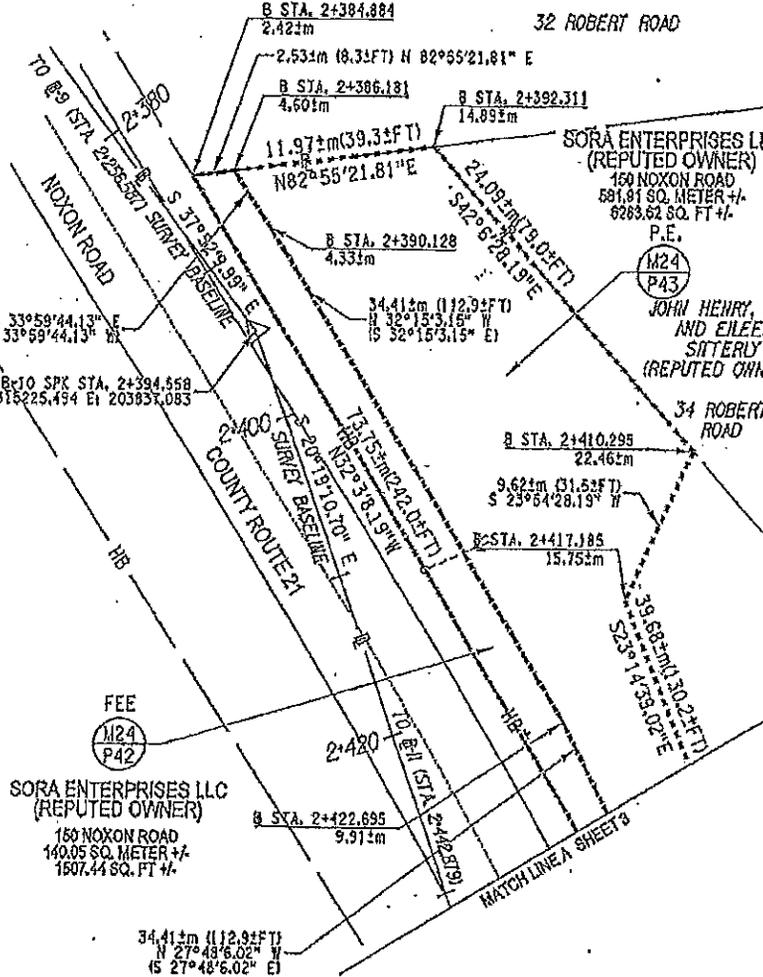
32 ROBERT ROAD

SORA ENTERPRISES LLC  
(REPUTED OWNER)  
160 NOXON ROAD  
581.81 SQ. METER +/-  
6283.62 SQ. FT +/-

P.E.  
M24  
P43

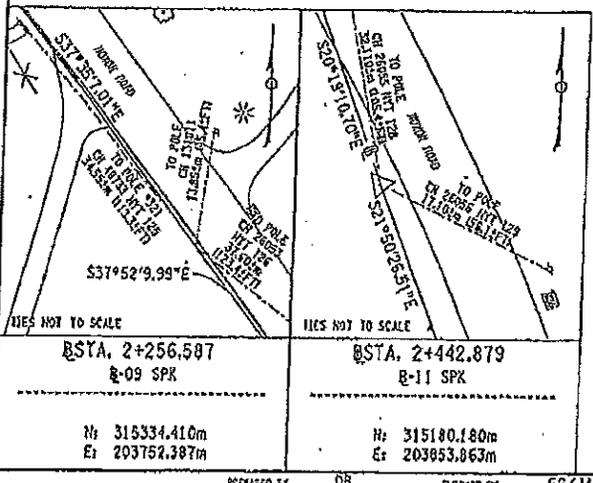
JOHN HENRY, JR.  
AND EILEEN  
SITERY  
(REPUTED OWNERS)

34 ROBERT ROAD



SORA ENTERPRISES LLC  
(REPUTED OWNER)  
160 NOXON ROAD  
140.05 SQ. METER +/-  
1607.44 SQ. FT +/-

34.41m (112.91FT)  
N 27°48'5.02\"/>



SCALE 1:250  
ONE METER EQUALS 3.2808333333 FEET.  
ONE SQUARE METER EQUALS 10.763910417 SQUARE FEET.

MAP NUMBER 24  
REVISED DATE 1/28/13 3/15/13  
DATE PREPARED 8/22/11

PREPARED BY DB CHECKED BY EGA/TIA TRAIL DECK BY MAU



COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

MAP NO. 24  
PARCEL NO. 42,43,44,45  
SHEET 3 OF 5

REHABILITATION OF NOXON ROAD  
NY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

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

SORA ENTERPRISES LLC  
(REPUTED OWNER)  
L.22006 P.7135

GRID  
NORTH

ACQUISITION DESCRIPTION:  
Types: TE, PE, FEE  
Portion of Real Property Tax  
Parcel ID No.  
133400-6360-01-053893-0000

SORA ENTERPRISES LLC  
(REPUTED OWNER)  
150 NOXON ROAD  
140.06 SQ. METER +/-  
1607.44 SQ. FT +/-

JONEL GEORGE  
(REPUTED OWNER)  
ROBERT ROAD

Town of LaGrange  
County of Dutchess  
State of New York

REPUTED OWNER:  
Sora Enterprises LLC  
150 Noxon Road  
Poughkeepsie, NY 12603

SORA ENTERPRISES LLC  
(REPUTED OWNER)  
150 NOXON ROAD  
681.91 SQ. METER +/-  
6263.62 SQ. FT +/-

TO B-10  
(STA. 2+394.558)  
S 20°19'10.70" E  
SURVEY BASELINE

B-11 SPK STA. 2+442.879  
In 315180.180 E: 203853.863

B STA. 2+440.982

3.432m

14.382m (47.22FT)  
N 22°38'46.57" W

SORA ENTERPRISES LLC  
(REPUTED OWNER)

150 NOXON ROAD  
35.13 SQ. METER +/-  
378.14 SQ. FT +/-

B STA. 2+455.629

3.172m

8.442m (27.72FT)  
N 67°27'24.43" E

B STA. 2+455.372

11.612m

1.152m (3.82FT)  
N 24°19'9.80" W

B STA. 2+456.527

11.562m

1.452m (37.5FT)  
S 69°38'31.81" W

B STA. 2+456.824

0.122m

ANGELO FERRI  
(REPUTED OWNER)

210 NOXON ROAD

EXISTING EASEMENT  
WATER DISTRICT  
#02 2005 4270

B STA. 2+457.271

17.402m

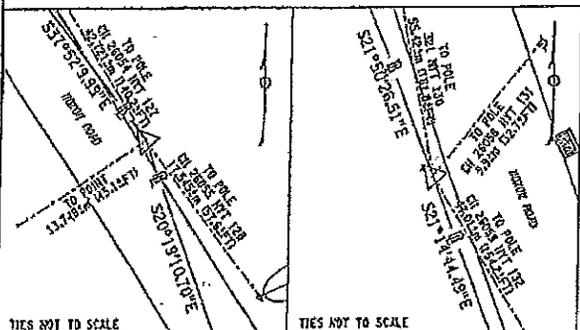
3.382m (11.12FT)  
S 69°38'31.81" W

B STA. 2+457.190

14.012m

ANGELO FERRI  
(REPUTED OWNER)

210 NOXON ROAD



SCALE 1:250  
ONE METER EQUALS 3.280833333 FEET.  
ONE SQUARE METER EQUALS 10.76391041 SQUARE FEET.

TIES NOT TO SCALE	TIES NOT TO SCALE
BSTA. 2+394.558 B-10 SPK	BSTA. 2+559.153 B-12 SPK
N: 315225.494m E: 203837.083m	N: 315072.252m E: 203897.120m

MAP NUMBER 24  
REVISED DATE ~~1/28/13~~ 3/15/13  
DATE PREPARED 8/22/11

PREPARED BY DB CHECKED BY EG/AA FINAL CHECK BY MAU



COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

MAP NO. 24  
PARCEL NO. 42, 43, 44, 45  
SHEET 4 OF 5

REHABILITATION OF NOXON ROAD  
BY ROUTE 55 TO TITUSVILLE ROAD

PH 8755.41

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, permanent easement and temporary easement, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 42 A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED AND THE ADJACENT SIDE SLOPE WILL BE GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF ERIC HEITMAN AND PATRICIA HEITMAN (REPUTED OWNERS) TO THE NORTH AND OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 2.421m MEASURED AT RIGHT ANGLES FROM STATION 2+384.8841 OF THE HERINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 82°55'21.81" EAST A DISTANCE OF 2.531m(8.32FT) TO A POINT, SAID POINT BEING DISTANT 4.601m MEASURED AT RIGHT ANGLES FROM STATION 2+386.1811 OF SAID BASELINE; THENCE THROUGH THE LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) SOUTH 33°59'44.13" EAST A DISTANCE OF 3.961m(13.0FT) TO A POINT, SAID POINT BEING DISTANT 4.331m MEASURED AT RIGHT ANGLES FROM STATION 2+390.1281 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 32°15'3.16" EAST A DISTANCE OF 34.411m(112.91FT) TO A POINT, SAID POINT BEING DISTANT 9.911m MEASURED AT RIGHT ANGLES FROM STATION 2+422.6951 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 27°48'6.02" EAST A DISTANCE OF 34.411m(112.91FT) TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT ALSO BEING AT THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 14.011m MEASURED AT RIGHT ANGLES FROM STATION 2+457.1901 OF SAID BASELINE; THENCE ALONG SAID BOUNDARY NORTH 32°3'8.19" WEST A DISTANCE OF 73.752m(242.02FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 140.051 SQUARE METERS (1507.441 SQUARE FEET) MORE OR LESS.

PARCEL NO. 43 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE CLEARING AND GRADING OF A SIDE SLOPE TO MEET EXISTING GROUND, AND SEEDED TO RE-ESTABLISH A GRASS SURFACE AND/OR PLACEMENT OF SLOPE STABILIZATION MEASURES, AND CONTINUED MAINTENANCE IN CONNECTION WITH THE SLOPE INCLUDING FUTURE GRADING, LANDSCAPING, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE DIVISION LINE OF LANDS OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE SOUTH AND LANDS OF ERIC HEITMAN AND PATRICIA HEITMAN (REPUTED OWNERS) TO THE NORTH, SAID POINT BEING DISTANT 4.601m MEASURED AT RIGHT ANGLES FROM STATION 2+386.1811 OF THE HERINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 82°55'21.81" EAST A DISTANCE OF 11.971m(39.32FT) TO A POINT, SAID POINT BEING AT THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE WEST AND OF LANDS OF JOHN HENRY, JR AND EILEEN SITTERLY (REPUTED OWNERS) TO THE EAST, SAID POINT BEING DISTANT 14.891m MEASURED AT RIGHT ANGLES FROM STATION 2+392.3111 OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 42°6'28.19" EAST A DISTANCE OF 24.091m(79.01FT) TO A POINT, SAID POINT BEING DISTANT 22.452m MEASURED AT RIGHT ANGLES FROM STATION 2+410.2951 OF SAID BASELINE; THENCE THROUGH LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) SOUTH 23°54'28.19" WEST A DISTANCE OF 9.621m(31.51FT) TO A POINT, SAID POINT BEING DISTANT 15.752m MEASURED AT RIGHT ANGLES FROM STATION 2+417.1851 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 23°14'39.02" EAST A DISTANCE OF 39.681m(130.21FT) TO A POINT ON THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH AND OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH, SAID POINT BEING DISTANT 17.402m MEASURED AT RIGHT ANGLES FROM STATION 2+457.2711 OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 69°38'31.81" WEST A DISTANCE OF 3.381m(11.12FT) TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 14.011m MEASURED AT RIGHT ANGLES FROM STATION 2+457.1901 OF SAID BASELINE; THENCE THROUGH THE LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) NORTH 27°48'6.02" WEST A DISTANCE OF 34.411m(112.91FT) TO A POINT, SAID POINT BEING DISTANT 9.911m MEASURED AT RIGHT ANGLES FROM STATION 2+422.6951 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 32°15'3.16" WEST A DISTANCE OF 34.411m(112.91FT) TO A POINT, SAID POINT BEING DISTANT 4.331m MEASURED AT RIGHT ANGLES FROM STATION 2+390.1281 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 33°59'44.13" WEST A DISTANCE OF 3.961m(13.02FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 581.911 SQUARE METERS (6263.621 SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 43, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

MAP NUMBER 24  
REVISED DATE 1/28/13 3/15/13  
DATE PREPARED 8/22/11

DRAWN BY DB CHECKED BY ESJA FIELD CHECK BY MAN



COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

MAP NO. 24  
PARCEL NO. 42.43.44.45  
SHEET 5 OF 5

REHABILITATION OF HOXON ROAD  
BY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

PARCEL NO. 44 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE GRADING OF THE SLOPE AND INSTALLATION OF A DRAINAGE OUTLET, INCLUDING CLEARING/CROBING ACTIVITIES, FUTURE GRADING, CLEANING, REHABILITATION, INSPECTION, LANDSCAPING, STONE OUTLET PROTECTION, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, ALONG COUNTY ROUTE 21 (HOXON ROAD) FOR THE HOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF ANGELO FERRI (REPUTED OWNER) TO THE SOUTH AND OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH, SAID POINT ALSO BEING DISTANT 0.122m MEASURED AT RIGHT ANGLES FROM STATION 2+456.8242 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (HOXON ROAD); THENCE ALONG SAID DIVISION LINE SOUTH 69°38'31.01" WEST A DISTANCE OF 11.452m(37.51FT) TO A POINT, SAID POINT BEING DISTANT 11.562m MEASURED AT RIGHT ANGLES FROM STATION 2+456.5213 OF SAID BASELINE; THENCE THROUGH LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) NORTH 24°7'9.80" WEST A DISTANCE OF 1.152m(3.81FT) TO A POINT, SAID POINT BEING DISTANT 11.612m MEASURED AT RIGHT ANGLES FROM STATION 2+455.3723 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 67°27'24.43" EAST A DISTANCE OF 0.442m(1.45FT) TO A POINT, SAID POINT BEING DISTANT 3.172m MEASURED AT RIGHT ANGLES FROM STATION 2+455.6294 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 22°38'46.57" WEST A DISTANCE OF 14.382m(47.22FT) TO A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD), SAID POINT BEING DISTANT 3.452m MEASURED AT RIGHT ANGLES FROM STATION 2+440.9822 OF SAID BASELINE; THENCE ALONG SAID BOUNDARY SOUTH 33°23'50.19" EAST A DISTANCE OF 15.982m(52.43FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 35.135 SQUARE METERS (376.141 SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 44, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

PARCEL NO. 45 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE REHABILITATION OF A DRIVEWAY TO MEET THE PROPOSED ROADWAY EDGE, REPLACEMENT OF CONCRETE CURB, AS WELL AS GRADING THE SIDE SLOPES OF THE DRIVEWAY TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, ALONG COUNTY ROUTE 21 (HOXON ROAD) FOR THE HOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (HOXON ROAD), SAID POINT ALSO BEING AT THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE SOUTH AND LANDS OF HENRY G. PAGE JR. (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 6.032m MEASURED AT RIGHT ANGLES FROM STATION 2+173.7753 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (HOXON ROAD); THENCE ALONG SAID BOUNDARY SOUTH 40°3'58.13" EAST A DISTANCE OF 18.782m(61.61FT) TO A POINT ON THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE SOUTH AND OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 5.252m MEASURED AT RIGHT ANGLES FROM STATION 2+192.5372 OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 63°0'11.81" WEST A DISTANCE OF 8.112m(26.61FT) TO A POINT, SAID POINT BEING DISTANT 13.222m MEASURED AT RIGHT ANGLES FROM STATION 2+191.0482 OF SAID BASELINE; THENCE THROUGH LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) NORTH 86°31'48.44" WEST A DISTANCE OF 11.991m(39.31FT) TO A POINT, SAID POINT BEING DISTANT 22.262m MEASURED AT RIGHT ANGLES FROM STATION 2+183.1702 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 28°49'14.16" WEST A DISTANCE OF 12.212m(40.1FT) TO A POINT ON THE DIVISION LINE OF LANDS OF SORA ENTERPRISES LLC (REPUTED OWNER) TO THE SOUTH AND OF LANDS OF HENRY G. PAGE JR. (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 20.402m MEASURED AT RIGHT ANGLES FROM STATION 2+171.1012 OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE NORTH 53°0'11.81" EAST A DISTANCE OF 14.552m(47.71FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 269.082 SQUARE METERS (2896.342 SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 45, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (HOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 2+044.647 THENCE SOUTH 37°35'7.01" EAST TO STATION 2+256.587 THENCE SOUTH 37°52'9.99" EAST TO STATION 2+394.558 THENCE SOUTH 20°19'10.70" EAST TO STATION 2+442.679 THENCE SOUTH 21°60'26.51" EAST TO STATION 2+559.153; ALL BEARINGS REFERRED TO GRID NORTH NEW YORK STATE PLANE EAST ZONE.

MAP NUMBER 24  
REVISED DATE 1/28/13 3/15/13  
DATE PREPARED 8/22/11

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

Date April 9 2013

Robert H. Bokind, P.E.  
Acting Commissioner of Public Works

Recommended by:

Date April 8 2013

Gregory V. Bentley, P.E.  
Director of Engineering

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

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



3/27 2013

Edward T. Gannon, Land Surveyor  
N.Y. License No. 49907

KSP - SELLIS  
555 PLEASANTVILLE ROAD  
BRIARCLIFF MANOR, NY 10510

**AGREEMENT TO PURCHASE REAL PROPERTY  
(FEE ACQUISITION)**

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41      Map: 24      Parcel: 42

This Agreement by and between SORA ENTERPRISES LLC, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to a 140.05± Square Meter (1507.44± Square Feet) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated August 8, 2007, and recorded on August 30, 2008 as Document #0220067135 in the Office of the County Clerk for Dutchess County, New York with the address 150 Noxon Road (Re. Tax map No. P33400-6360-01-053893-000), and being the same lands designated as Map 24, Parcel 42 on exhibit 'A' attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is EIGHT HUNDRED EIGHTY FIVE Dollars (\$885.00). This price includes the acquisition of the above real property in fee, as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about 3/7/13.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. Closing Documents. Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
  - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
  - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the fee simple acquisition of the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be approved by the Dutchess County Legislature and executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this fee acquisition as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: Including, but not limited to the following: the shoulder of Noxon Road will be widened and the adjacent side slope will be graded to meet with the existing ground and seeded to re-establish a grass surface, and placement of temporary erosion and sediment control measures for the duration of this project.

IN WITNESS WHEREOF, on this 16<sup>th</sup> day of April, 2014, the parties have entered into this Agreement.

Seller: Sora Enterprises, LLC,  
Representative: Angelo Ferri

By: Angelo Ferri

By: \_\_\_\_\_

Angelo Ferri  
Printed Name

\_\_\_\_\_  
Printed Name

Secretary  
Title

\_\_\_\_\_  
Title

Witness: Calvin A. Guss

Witness: \_\_\_\_\_

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Mollnaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Sr. Asst. County Attorney

Gregory V. Bentley, P.E.  
Director of Engineering

Robert H. Balkind, P.E.  
Deputy Commissioner

AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41            Map: 24            Parcel: 43

This Agreement by and between SORA ENTERPRISES LLC, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 581.91± Square Meter (6263.62± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated August 8, 2006, and recorded on August 30, 2006 as Document #0220067135 in the Office of the County Clerk for Dutchess County, New York with the address 150 Noxon Road (Re. Tax map No. 133400-6360-01-053893-0000), and being the same lands designated as Map 24, Parcel 43 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is THREE THOUSAND THREE HUNDRED TEN Dollars (\$3,310.00). This price includes the acquisition of the above real property in permanent easement as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about 3/7/14.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
  - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
  - C. **Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.**
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the permanent easement on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be approved by the Dutchess County Legislature and executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: This permanent easement is being taken for the purpose of work area in connection with the clearing and grading of a side slope to meet existing ground and seeding to re-establish a grass surface and/or placement of slope stabilization measures, and continued maintenance in connection with the slope including future grading, landscaping, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.

IN WITNESS WHEREOF, on this 16<sup>th</sup> day of April, 2017, the parties have entered into this Agreement.

Seller: Sora Enterprises, LLC.  
 Representative: Angelo Ferri

By: Angelo Ferri Sec

By: \_\_\_\_\_

Angelo Ferri  
 Printed Name

\_\_\_\_\_  
 Printed Name

Secretary  
 Title

\_\_\_\_\_  
 Title

Witness: Catherine LeGris

Witness: \_\_\_\_\_

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_  
 Marcus J. Mollaro  
 County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
 Carol A. Bogle  
 Sr. Asst. County Attorney

APPROVED AS TO CONTENT:

Gregory V. Bentley  
 Gregory V. Bentley, P.E.  
 Director of Engineering

Robert H. Balkind, P.E.  
 Deputy Commissioner

AGREEMENT TO PURCHASE REAL PROPERTY  
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)  
PIN: 8755.41 Map: 24 Parcel: 44

This Agreement by and between SORA ENTERPRISES LLC, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 35.13± Square Meter (378.14± Square Foot) parcel located on the West Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:  
  
Being a portion of those same lands described in a deed dated August 8, 2006, and recorded on August 30, 2006 as Document #0220067135 in the Office of the County Clerk for Dutchess County, New York with the address 150 Noxon Road (Re. Tax map No. 133400-6360-01-053893-0000), and being the same lands designated as Map 24, Parcel 44 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is TWO HUNDRED Dollars (\$200.00). This price includes the acquisition of the above real property in permanent easement as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about 3/7/14.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
  - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
  - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the permanent easement on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be approved by the Dutchess County Legislature and executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this permanent easement as a result of the Rehabilitation of Noxon Road Project, PIN 8735.41; This permanent easement is being taken for the purpose of work area in connection with the grading of the slope and installation of a drainage outlet, including clearing/grubbing activities, future grading, cleaning, rehabilitation, inspection, landscaping, stone, outlet protection, equipment and machinery access and the placement of temporary erosion and sediment control measures for the duration of this project.

IN WITNESS WHEREOF, on this 16<sup>th</sup> day of April, 201~~1~~<sup>4</sup>, the parties have entered into this Agreement.

Seller: Sora Enterprises, LLC,  
Representative: Angelo Ferri

By: Angelo Ferri

By: \_\_\_\_\_

Angelo Ferri  
Printed Name

\_\_\_\_\_  
Printed Name

Secretary  
Title

\_\_\_\_\_  
Title

Witness: Catherine A. Bis

Witness: \_\_\_\_\_

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marous J. Molinaro  
County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Carol A. Bogle  
Sr. Asst. County Attorney

Robert H. Balkind  
\_\_\_\_\_  
Gregory V. Bentley, P.E.  
Director of Engineering

Robert H. Balkind, P.E.  
Deputy Commissioner

## *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 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

**2014151 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND TWO PERMANENT EASEMENTS FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD FROM NYS RT. 55 TO CR 49, TOWN OF LA GRANGE FROM SORA ENTERPRISES, LLC (PIN 8755.41)**

Date: June 3, 2014

# Roll Call Sheets

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

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

**2014151** AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND TWO PERMANENT EASEMENTS FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD FROM NYS RT. 55 TO CR 49, TOWN OF LA GRANGE FROM SORA ENTERPRISES, LLC (PIN 8755.41)

Date: June 9, 2014

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2014152

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF CR 21, NOXON ROAD, AND CR 49, TITUSVILLE ROAD, INTERSECTION IN THE TOWN OF LA GRANGE FROM DAVID B. BECK AND JODI BECK (PIN 8758.69)

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

WHEREAS, the Department of Public Works has proposed the improvement of the intersection of CR 21, Noxon Road, and CR 49, Titusville Road, in the Town of LaGrange, which project (PIN #8758.69) includes the acquisition of portions of certain properties, and

WHEREAS, the subject project has been reviewed under SEQRA and is classified as a Type II Action, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property presently owned by David B. Beck and Jodi Beck, and

WHEREAS, the acquisition in fee is a portion of parcel number 133400-6360-01-220502-0000, described as 340.57+/- square meters (3665.81± square feet) more or less as shown on Map No. 58, Parcel No. 121, copy is annexed hereto, and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$22,750.00 plus up to \$1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$22,750.00 for Fee Acquisition in accordance with the agreement to purchase, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

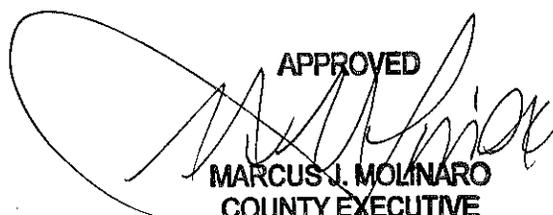
RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property (Fee Acquisition) be carried out by the Dutchess County Department of Public Works.

CA-96-14

CAB/ca/R-0907-XX

5/8/14

Fiscal Impact: See attached statement

  
**APPROVED**  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**  
Date 6/10/14

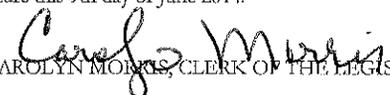
STATE OF NEW YORK

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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 \$ 23,750

Total Current Year Revenue \$ 22,563  
and Source

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

Identify Line Items(s):  
H0290 5110 3009

Related Expenses: Amount \$ 1,000

Nature/Reason:  
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: \$22,563

Net County Cost (this year): \$1,187  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This fiscal impact statement pertains to the accompanying resolution request to acquire the parcel stated on the attached Resolution Request Memo, for a consideration of \$22,750.00, from David B. Beck and Jodi Beck identified on Map 58 Parcel 121, in connection to the project identified as PIN 8758.69 Rehabilitation of CR 21 (Noxon Road), and CR 49 (Titusville Road) Intersection, Town of Lagrange.

Related expenses in the amount of \$1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis EX. 2929

9. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. **ENTIRE AGREEMENT.** This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be approved by the Dutchess County Legislature and executed by the Dutchess County Executive in order for it to be binding on the parties.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. **PROJECT RELATED IMPROVEMENTS.** The following improvements will occur within this fee acquisition as a result of the Rehabilitation of Noxon Road/Titusville Road Intersection Project, PIN 8758.69: Including, but not limited to the following: Noxon Road and its shoulder will be widened, a portion of a closed drainage system will be installed and the adjacent side slope will be graded to meet with the existing ground and seeded to re-establish a grass surface.

IN WITNESS WHEREOF, on this 29 day of April, 2014, the parties have entered into this Agreement.

Seller: David B. Beck and Jodi Beck  
Representative: XXX

By: David B Beck

DAVID B BECK  
Printed Name

OWNER  
Title

By: Jodi Beck

JODI Beck  
Printed Name

OWNER  
Title

Witness: Carol A. Beck

Witness: Carol A. Beck

County of Dutchess

Witness: \_\_\_\_\_

Buyer: \_\_\_\_\_

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Bogle  
Chief Asst. County Attorney

APPROVED AS TO CONTENT:

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



**'EXHIBIT A'**  
**COUNTY OF DUTCHESS**  
**DEPARTMENT OF PUBLIC WORKS**

MAP NO. 58  
 PARCEL NO. 121, 122, 123  
 SHEET 2 OF 3

REHABILITATION OF NOXON ROAD (CR 21)  
 AND TITUSVILLE ROAD (CR 49) INTERSECTION  
 PIN 8758.69

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition and temporary easement for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL 121, A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON/TITUSVILLE ROAD INTERSECTION IMPROVEMENTS PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: NOXON ROAD AND ITS SHOULDER WILL BE WIDENED, A PORTION OF A CLOSED DRAINAGE SYSTEM WILL BE INSTALLED AND THE ADJACENT SIDE SLOPE WILL BE GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF DAVID B. BECK AND JODI BECK (REPUTED OWNERS) TO THE SOUTH AND LANDS OF PETER FASCE (REPUTED OWNER) TO THE NORTH, SAID POINT ALSO BEING DISTANT 4.04±m MEASURED AT RIGHT ANGLES FROM STATION 3+655.025± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY SOUTH 34°20'26.18" EAST A DISTANCE OF 56.04±m (183.8±FT) TO A POINT, SAID POINT BEING DISTANT 12.67±m MEASURED AT RIGHT ANGLES FROM STATION 3+710.400± OF SAID BASELINE; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 14°7'46.61" EAST A DISTANCE OF 5.94±m (19.5±FT) TO A POINT, SAID POINT ALSO BEING AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD) AND THE DIVISION LINE OF LANDS OF DAVID B. BECK AND JODI BECK (REPUTED OWNERS) TO THE NORTH AND LANDS OF THE COUNTY OF DUTCHESS (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 15.55±m MEASURED AT RIGHT ANGLES FROM STATION 3+715.590± OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 67°41'33.82" WEST A DISTANCE OF 0.73±m (2.4±FT) TO A POINT, SAID POINT BEING DISTANT 16.24±m MEASURED AT RIGHT ANGLES FROM STATION 3+715.329± OF SAID BASELINE; THENCE THROUGH THE LANDS OF DAVID B. BECK AND JODI BECK (REPUTED OWNERS) NORTH 40°2'50.31" WEST A DISTANCE OF 42.13±m (138.2±FT) TO A POINT, SAID POINT BEING DISTANT 13.93±m MEASURED AT RIGHT ANGLES FROM STATION 3+673.269± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 36°58'48.18" WEST A DISTANCE OF 18.88±m (61.9±FT) TO A POINT, SAID POINT BEING ON THE DIVISION LINE OF LANDS OF DAVID B. BECK AND JODI BECK (REPUTED OWNERS) TO THE SOUTH AND LANDS OF PETER FASCE (REPUTED OWNER) TO THE NORTH, SAID POINT ALSO BEING DISTANT 11.88±m MEASURED AT RIGHT ANGLES FROM STATION 3+654.498± OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE NORTH 50°39'39.44" EAST A DISTANCE OF 7.86±m (25.8±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 340.67± SQUARE METERS (3665.81± SQUARE FEET) MORE OR LESS.

PARCEL 122, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE CLEARING/GRUBBING AND GRADING OF SIDE SLOPES TO MEET THE EXISTING GROUND, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD/TITUSVILLE ROAD INTERSECTION IMPROVEMENTS PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE DIVISION LINE OF LANDS OF DAVID B. BECK AND JODI BECK (REPUTED OWNERS) TO THE SOUTH AND LANDS OF PETER FASCE (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 14.04±m MEASURED AT RIGHT ANGLES FROM STATION 3+654.352± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 50°39'39.44" EAST A DISTANCE OF 2.16±m (7.1±FT) TO A POINT, SAID POINT BEING DISTANT 11.88±m MEASURED AT RIGHT ANGLES FROM STATION 3+654.498± OF SAID BASELINE; THENCE THROUGH LANDS OF DAVID B. BECK AND JODI BECK (REPUTED OWNERS) SOUTH 36°58'48.18" EAST A DISTANCE OF 8.27±m (27.1±FT) TO A POINT, SAID POINT BEING DISTANT 12.78±m MEASURED AT RIGHT ANGLES FROM STATION 3+662.719± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 53°55'20.59" WEST A DISTANCE OF 4.68±m (15.4±FT) TO A POINT, SAID POINT BEING DISTANT 14.43±m MEASURED AT RIGHT ANGLES FROM STATION 3+658.317± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 37°34'18.58" WEST A DISTANCE OF 4.01±m (13.2±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 13.10± SQUARE METERS (140.99± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 122, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

MAP NUMBER 58 3/18/13  
 REVISED DATE 11/21/12 1/16/13  
 DATE PREPARED 2/22/12

626 Dutchess Turnpike  
Poughkeepsie, NY 12603  
Phone: (845) 486-2925  
Fax: (845) 486-2940



# Memo

2014 MAY -7 AM 11:25

**To:** Robert H. Balkind, P.E., Deputy Commissioner of Public Works  
**From:** Matthew W. Davis, Assistant Civil Engineer I *MWD*  
**Date:** May 6, 2014  
**Re:** RESOLUTION REQUEST  
FEE ACQUISITION, MAP 58, PARCELS 121  
PIN 8758.69 REHABILITATION OF CR 21 (NOXON RD) AND CR 49  
(TITUSVILLE ROAD) INTERSECTION, TOWN OF LAGRANGE

Accompanying this memo is a Resolution Request and Fiscal Impact Statement with supporting documentation to request authorization to acquire the following parcel:

<u>Map</u>	<u>Parcel</u>	<u>Acquisition</u>	<u>Area</u>	<u>Amount</u>
58	121	FEE	340.57+/- SM (3,665.81+/- SF)	\$22,750.00

This parcel are a portion of real property owned by David B. Beck and Jodi Beck, located on County Route 21, (Noxon Road), in the Town of LaGrange identified as parcel identification number 133400-6360-01-220502-0000. The purchase of this parcel is required to facilitate the rehabilitation of County Route 21 under the subject Federal Aid Project. The amount of this resolution request is for \$23,750.00, which includes related expenses in the amount of \$1,000 as shown on the accompanying Fiscal Impact Statement.

The subject project has been reviewed under SEQR and is classified as a Type II Action.

Attached for your review, is the documentation required for the Resolution Request submittal. Please contact me if you have any questions or require any additional information.

## Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*	<i>absent</i>	
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

**2014152** AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF CR 21, NOXON ROAD, AND CR 49, TITUSVILLE ROAD, INTERSECTION IN THE TOWN OF LA GRANGE FROM DAVID B. BECK AND JODI BECK (PIN8758.69)

Date: June 3, 2014

# Roll Call Sheets

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

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

2014152 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF CR 21, NOXON ROAD, AND CR 49, TITUSVILLE ROAD, INTERSECTION IN THE TOWN OF LA GRANGE FROM DAVID B. BECK AND JODI BECK (PIN8758.69)

Date: June 9, 2014

## RESOLUTION NO. 2014153

RE: AMENDING THE 2014 ADOPTED COUNTY BUDGET AS  
IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

Legislators ROMAN, FLESLAND, JETER-JACKSON, JOHNSON, and  
HORTON offer the following and move its adoption:

WHEREAS, the District Attorney has requested the appropriation of forfeiture of  
crime proceeds, and

WHEREAS, pursuant to Article 13-A of the CPLR, said funds must be used to  
enhance prosecutorial and law enforcement efforts and not to supplement ordinary budgetary  
expenses, and

WHEREAS, the District Attorney has requested that the sum of \$13,578 be  
placed in various District Attorney Asset Forfeiture accounts to be used for the purchase of  
equipment, office supplies and training expenses, listed in on the attached Asset Forfeiture  
Expenditure sheet, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized and directed to  
amend the 2014 Adopted County Budget as follows:

APPROPRIATIONSIncrease

A.1165.05.4160	Office Supplies	\$ 572
A.1165.05.4650	External Postage	15
A.1165.05.4765.312	Reimb Expenses Municipalities	3,850
A.1165.05.4760	Computer Software - ND	8,181
A.1165.05.4654	Reimb Non-Employee Expense	960
		<u>\$13,578</u>

REVENUESIncrease

A.9998.95110.00	Forfeiture – Federal Reserve	<u>\$13,578</u>
-----------------	------------------------------	-----------------

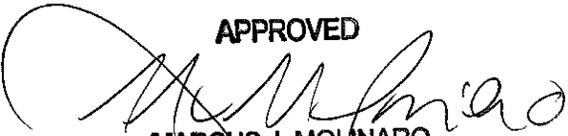
CA-102-14

LDF/ca/G-0135

5/20/14

Fiscal Impact: See attached statement

APPROVED



MARCUS J. MOLINARO  
COUNTY EXECUTIVE

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

Date 6/18/14

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 9th day of June 2014, and that the same  
is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.



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 \$ 13,578

Total Current Year Revenue \$ 13,578  
and Source

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

Identify Line Items(s):

Please see attached.

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

Nature/Reason:

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

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This resolution is to appropriate Asset Forfeiture Funds to enable the purchase of equipment, etc. listed on the attached Asset Forfeiture Expenditure sheet.

Prepared by: Gina Barry/Deb Patora

**Asset Forfeiture Expenditures**

**Office Stat & Supplies - 4160**

E-copy license update renewal	572.00	Dutchess County District Attorney
<b>TOTAL:</b>	<b>572.00</b>	

**4760-COMPUTER SOFTWARE - ND**

Server for the Dutchess County Drug Task Force	8,181.00	Dutchess County Drug Task Force
<b>TOTAL:</b>	<b>8,181.00</b>	

**EXTERNAL SHIPPING - 4650**

E-copy license	15.00	Dutchess County District Attorney
<b>TOTAL:</b>	<b>15.00</b>	

**REIMBURSE EXPENSES - MUNICIPALITIES - 4765.312**

Cellebrite Certified Logical Operator Training	3,850.00	Town of Poughkeepsie Police
<b>TOTAL:</b>	<b>3,850.00</b>	

**REIMBURSE OF NON-EMPLOYEE EXPENSE - 4654**

Meals, parking, hotel, etc. for Cellebrite Training	960.00	Dutchess County Drug Task Force
<b>Total:</b>	<b>960.00</b>	

**TOTAL TO BE APPROPRIATED: 13,578.00**

**TOTALS BY PROGRAM**

Dutchess County Drug Task Force	9,141.00	
Town of Poughkeepsie Police	3,850.00	
Dutchess County District Attorney	587.00	
<b>TOTAL TO BE APPROPRIATED:</b>	<b>13,578.00</b>	

THE DISTRICT ATTORNEY OF DUTCHESS COUNTY

236 MAIN STREET  
POUGHKEEPSIE, N.Y. 12601  
(845) 486-2300  
FAX (845) 486-2324

WILLIAM V. GRADY  
DISTRICT ATTORNEY

BRIDGET R. STELLER  
Chief Assistant District Attorney

BUREAU CHIEFS  
Edward F. Whitesell  
Marjorie J. Smith  
Frank F. Chase  
Matthew A. Weishaupt  
Edward T. McLoughlin

May 19, 2014

Hon. Marcus Molinaro  
Dutchess County Executive  
County Office Building  
22 Market Street  
Poughkeepsie, NY 12601

Re: Resolution Request

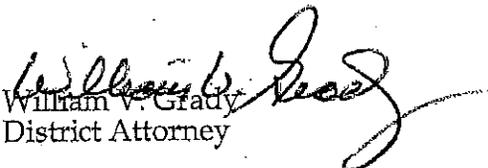
Dear Mr. Molinaro:

I would like to request that a resolution be prepared which will authorize the expenditure of asset forfeiture monies by my Department. These monies were seized and forfeited pursuant to Federal statutes as set forth in accordance with the United States Code and Article 13-A of the CPLR. These funds may be used for law enforcement training, equipment and operations and not to supplement ordinary budgetary expenses. The request being made as part of this resolution complies with this mandate.

My Office has confirmed with the Finance Department that asset forfeiture proceeds are available for appropriation from A9998.95110.00 (Asset Forfeiture Reserve-Federal). The attached sheets outline the distribution of expenditures by program and line item.

Thank you for your consideration.

Very truly yours,

  
William V. Grady  
District Attorney

WVG/gmb  
enc.

cc: Valerie Sommerville  
Rachel Armstrong  
Tiffanie Massey  
Mike Ellison  
Colleen Pillus  
Cathy Avalone  
Linda Fakhoury, Esq.

MAY 19 PM 3:36

# 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 6 - Town of Poughkeepsie	Fiesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	Johnson		
District 12 - Town of East Fishkill	Weiss		
District 21 - Town of East Fishkill	Horton		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (VC)		

Present: 11                      Resolution: ✓                      Total : 11                      0  
 Absent: 1                              Motion:                                   Yes                              No  
 Vacant: 0                              Abstentions: 0

2014153 AMENDING THE 2014 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY

Date: June 3, 2014

# Roll Call Sheets

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

**2014153 AMENDING THE 2014 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY**

Date: June 9, 2014

RESOLUTION NO. 2014154

RE: APPOINTMENT OF EOIN WRAFTER AS ACTING  
COMMISSIONER OF PLANNING AND DEVELOPMENT

Legislators MICCIO, FLESLAND, HORTON and JETER-JACKSON  
offer the following and move its adoption:

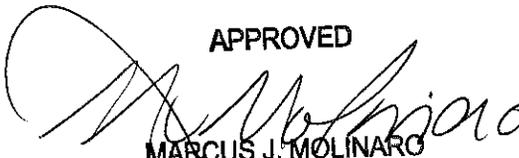
WHEREAS, pursuant to Section 3.04 of the Dutchess County Charter, the  
County Executive appointed Eoin Wrafter as the Acting Commissioner of Planning and  
Development effective as of April 28, 2014, and

WHEREAS, the County Executive has requested that the appointment be  
extended for a period of time through December 31, 2014, and

WHEREAS, pursuant to Section 3.04 of the Charter, this Legislature has  
the authority to extend Mr. Wrafter's appointment, now, therefore, be it

RESOLVED, that Eoin Wrafter's appointment as Acting Commissioner of  
Planning and Development is extended through December 31, 2014.

CA-103-14  
ca/G-0179  
5/21/14

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/19/2014

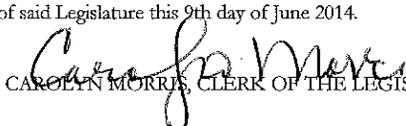
STATE OF NEW YORK

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 9th day of  
June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# EOIN WRAFTER, AICP

---

## EXPERIENCE

### DUTCHESS COUNTY PLANNING AND DEVELOPMENT, Poughkeepsie, NY

#### Assistant Commissioner

May 2010 - Present

- Development and implementation of two new community investment programs: the Agency Partner Grant Program (APGP) and the Municipal Consolidation and Shared Services Grant Program (MCSSGP)
- Manage Departmental budget
- Oversee Department programs and operations
- Coordinate setting of priorities for planning projects
- Coordinate Department's increased use of technology

#### Transportation Program Administrator

October 2007 - May 2010

- Supervised the administration of the MPO and transportation planning programs
- Determination of work program priorities and procedures
- Monitored all program projects

#### Senior Planner

March 2000 - October 2007

- Staff member to the Poughkeepsie-Dutchess County Transportation Council, the Metropolitan Planning Organization (MPO) for the area
- Coordinated development of the Transportation Improvement Program (TIP)
- Coordinated development of regional transportation model (TModel)
- Project Manager for the statewide GIS training on behalf of the NYSMPO Association
- Project Manager for the Route 22 Access Management Plan

#### Planner

March 1997 - March 2000

- Assisted with development of the Transportation Improvement Plan (TIP)
- Completed data collection for various studies including the Transportation Plan Update
- Maintained and created transportation layers for Dutchess County GIS system

#### Intern

May 1995 - August 1995, January 1994 - June 1994, June 1993 - October 1993

- Supervised the development and creation of the Dutchess County Bicycle and Pedestrian Plan, from preliminary draft to final version, including a preliminary sidewalk inventory and public presentation

### PHILIP HABIB & ASSOCIATES, New York, NY

#### Transportation Planner

October 1996 - March 1997

- Completed transportation analysis for Draft Environmental Impact Statements for various projects
- Topics included trip generation forecasts, intersection level-of-service analysis, modal split, pedestrian analysis, subway and bus line-haul analysis, and subway station analysis

## EDUCATION

Master of Urban and Regional Planning (MURP), Virginia Polytechnic Institute and State University  
Concentration: Transportation

Bachelor of Arts in Geography (BA), State University of New York at New Paltz

## REFERENCES

Available Upon Request

# Environment Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio (C)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		

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

**2014154 APPOINTMENT OF EOIN WRAFTER AS ACTING COMMISSIONER OF PLANNING & DEVELOPMENT**

Date: June 3, 2014

# Roll Call Sheets

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

**Present:** 25      **Resolution:** ✓      **Total:** 245      0  
**Absent:** 0      **Motion:** —      **Yes**      **No**  
**Vacant:** 0      **Abstentions:** 0

**2014154 APPOINTMENT OF EOIN WRAFTER AS ACTING COMMISSIONER OF PLANNING & DEVELOPMENT**

Date: June 9, 2014

RESOLUTION NO. 2014155

RE: AUTHORIZE APPLICATION FOR A HUDSON RIVER VALLEY GREENWAY GRANT ON BEHALF OF THE NORTHERN DUTCHESS ALLIANCE FOR A DRIVING TOUR ENHANCEMENTS PROJECT

Legislators STRAWINSKI, PULVER, KELSEY, TYNER, JETER-JACKSON, ROLISON, FLESLAND, BOLNER, BORCHERT, HORTON, HUTCHINGS, INCORONATO, MICCIO, NESBITT, ROMAN, SAGLIANO, SERINO, SURMAN, THOMES, WEISS, and PERKINS offer the following and move its adoption:

WHEREAS, the Acting Commissioner of Planning and Development has advised that Dutchess County is applying to the Hudson River Valley Greenway for a \$10,000.00 grant under the Greenway Communities Grant Program for a project entitled Driving Tour Enhancements Project to be located in the Northern Dutchess region, and

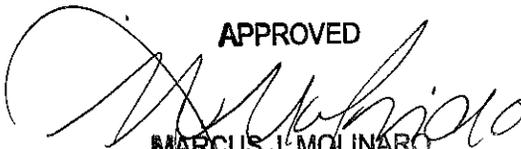
WHEREAS, the project is designed to promote agricultural related tourism by focusing on local food and craft beverages in the Northern Dutchess region, and

WHEREAS, the Northern Dutchess Alliance, Dutchess County Tourism, Dutchess County Planning and Development Department and other organizations will be providing in kind services to match this \$10,000 request, and

WHEREAS, the grant application requires applicant municipality to obtain the approval of the governing body of the municipality in which the project will be located, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby does approve and endorse the application for a grant under the Greenway Communities Grant Program for a project known as the Driving Tour Enhancements Project in the Northern Dutchess region located within Dutchess County.

CA-95-14  
CAB/ca/G-0179  
5/7/14  
Fiscal Impact: See attached statement

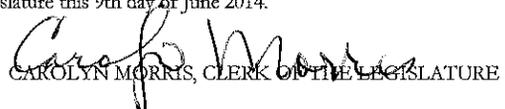
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/19/2014

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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:

The grant application does not require a commitment of County funds. If the grant is approved by the Greenway the County will receive up to \$10,000 on behalf of the Northern Dutchess Alliance. The Department of Planning & Development will provide at least \$1,500 in IKS in the form of staff time to administer the grant.

Prepared by: Ron Hicks

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



Eoin Wrafter, AICP  
ACTING COMMISSIONER

**COUNTY OF DUTCHESS**  
DEPARTMENT OF PLANNING AND DEVELOPMENT

To: William F. O'Neil, Deputy County Executive

From: Eoin Wrafter, Acting Commissioner of Planning and Development 

Date: May 5, 2014

RE: Legislative Resolution – June 9, 2014  
Authorize County to apply for Hudson Valley Greenway Grant on behalf of the Northern Dutchess Alliance

Attached please find a resolution for your review and consideration regarding the authorization of the County to apply for a Hudson Valley Greenway Grant on behalf of the Northern Dutchess Alliance.

The application is for \$10,000 for a Driving-Tour Enhancements project in the Northern Dutchess Region. The project is designed to promote agricultural related tourism by focusing on local food and craft beverages in the Northern Dutchess region. Based on information gleaned from a recent visitor survey in Dutchess, this project will address two issues noted in the survey results – extending the tourism season and raising awareness of other “things to do” for visitors drawn to the area visiting our larger “attractions” such as the Culinary Institute, Roosevelt and Vanderbilt mansions, and the Dutchess County Fair. Upon completion, there will be revised driving tours and new promotional materials highlighting our “local food and craft beverage” offerings.

The Northern Dutchess Alliance, Dutchess County Tourism, Dutchess County Planning and other volunteers will provide in-kind services to match the \$10,000 request.

I have also attached a suggested sample resolution provided by Hudson River Valley Greenway.

If you have any questions please contact Ron Hicks, Deputy Commissioner for Strategic Planning & Economic Development, at 486-2565 or [rhicks@dutchessny.gov](mailto:rhicks@dutchessny.gov).

EW  
Attachments  
c: Dutchess County Attorney's Office

2014 MAY 9 10:01 AM  
COMMUNICATIONS SECTION

# Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio (C)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		

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

**2014155** AUTHORIZE APPLICATION FOR A HUDSON RIVER VALLEY GREENWAY GRANT ON BEHALF OF THE NORTHERN DUTCHESS ALLIANCE FOR A DRIVING TOUR ENHANCEMENTS PROJECT

Date: June 3, 2014

# Roll Call Sheets

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

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

**2014155 AUTHORIZE APPLICATION FOR A HUDSON RIVER VALLEY GREENWAY GRANT ON BEHALF OF THE NORTHERN DUTCHESS ALLIANCE FOR A DRIVING TOUR ENHANCEMENTS PROJECT**

Date: June 9, 2014

RESOLUTION NO. 2014156

RE: REAPPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

Legislators ROLISON, MICCIO, HORTON, BOLNER, THOMES, SAGLIANO, BORCHERT, WEISS, KELSEY, and SERINO offer the following and move its adoption:

WHEREAS, vacancies exist on the Dutchess County Soil and Water Conservation Board by reason of the expiration of the terms of Timothy Bontecou, David Coon and David Koehler; and

WHEREAS, Timothy Bontecou, David Coon and David Koehler has expressed an interest in being reappointed to said Board; now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby reappoint Timothy Bontecou, David Coon and David Koehler to the Dutchess County Soil and Water Conservation Board for the term specified below.

Reappointments

Term Expires

Timothy Bontecou  
299 Perotti Road  
Millerton, NY 12546

December 31, 2016

David Coon  
373 Separate Road  
Amenia, NY 12501

December 31, 2016

David Koehler  
483 Route 376  
Hopewell Junction, NY 12533

December 31, 2016

APPROVED

MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 6/9/2014

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio (C)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		

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

**2014156 REAPPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD**

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 25      0  
           Yes           No  
 Abstentions: 0

2014156 REAPPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

Date: June 9, 2014

RESOLUTION NO. 2014157

RE: ESTABLISHING A PUBLIC HEARING PURSUANT TO AGRICULTURE AND MARKET LAW SECTION 303-b, TO CONSIDER RECOMMENDATIONS OF THE AGRICULTURE AND FARMLAND PROTECTION BOARD TO CONSIDER REQUESTS THAT PROPERTY OWNERS BE INCLUDED WITHIN DUTCHESS COUNTY CERTIFIED AGRICULTURE DISTRICTS 20, 21, 22 AND 23

Legislators MICCIO, PULVER, STRAWINSKI, SURMAN, SAGLIANO, HUTCHINGS, PERKINS, KELSEY, and HORTON offer the following and move its adoption:

WHEREAS, in accordance with New York State Agriculture and Markets Law Section 303-b, the Dutchess County Legislature pursuant to Resolution No. 204098 established an annual thirty (30) day period in which landowners may submit requests to the County Legislature to include predominantly and viable Agriculture land within an existing Certified Agricultural District, and

WHEREAS, a notice to all owners of viable farmland in Dutchess County was publicized, and

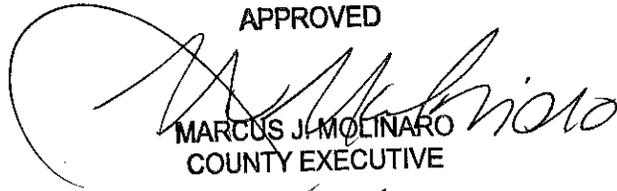
WHEREAS, the requests by property owners for inclusion of their property within an existing Agricultural District were referred to the Agriculture and Farmland Protection Board, and

WHEREAS, the Agriculture and Farmland Protection Board has issued a report containing recommendations as to the requests of individual property owners for inclusion of their property in an existing Agricultural District, and

WHEREAS, the County Legislature is required to adopt or reject the proposed inclusion of land in an existing Agricultural District following a Public Hearing pursuant to Agriculture and Markets Law Section 303-b, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby establishes August 11, 2014, as the date for a Public Hearing pursuant to the recommendations of the Agriculture and Farmland Protection Board at 7:00 P.M. and that the Clerk of the County Legislature hereby is directed to publish a Notice of Public Hearing in accordance with the provisions of Subdivision 3 of the Section 303-b of the Agriculture and Markets Law and that written notice of the Public Hearing be given directly to those municipalities whose territory encompasses the lands which are proposed to be included in an Agricultural District and a notice shall also be sent to the Commissioner of the New York State Department of Agriculture and Markets.

APPROVED

  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 6/9/2014

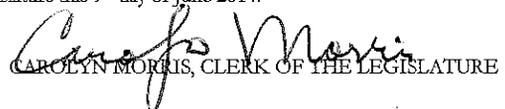
STATE OF NEW YORK

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Fiesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Serino		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio (C)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 11 0  
           Yes      No  
 Abstentions: 0

**2014157** ESTABLISHING A PUBLIC HEARING PURSUANT TO AGRICULTURE AND MARKET LAW SECTION 303-b, TO CONSIDER RECOMMENDATIONS OF THE AGRICULTURE AND FARMLAND PROTECTION BOARD TO CONSIDER REQUESTS THAT PROPERTY OWNERS BE INCLUDED WITHIN DUTCHESS COUNTY CERTIFIED AGRICULTURE DISTRICTS 20, 21, 22 AND 23

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25

Absent: 0

Vacant: 0

Resolution: ✓

Motion:     

Total: 25      0

Yes                  No

Abstentions: 0

**2014157** ESTABLISHING A PUBLIC HEARING PURSUANT TO AGRICULTURE AND MARKET LAW SECTION 303-b, TO CONSIDER RECOMMENDATIONS OF THE AGRICULTURE AND FARMLAND PROTECTION BOARD TO CONSIDER REQUESTS THAT PROPERTY OWNERS BE INCLUDED WITHIN DUTCHESS COUNTY CERTIFIED AGRICULTURE DISTRICTS 20, 21, 22 AND 23

Date: June 9, 2014

RESOLUTION NO. 2014158

RE: CONFIRMING APPOINTMENT OF HEIDI SEELBACH  
AS COMMISSIONER OF FINANCE

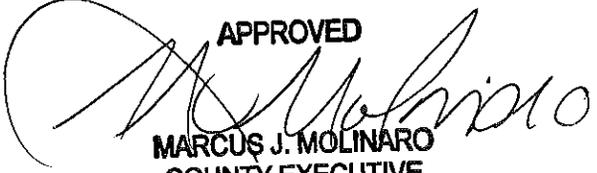
LEGISLATORS BORCHERT, ROLISON, JETER-JACKSON, SAGLIANO, WEISS,  
and HORTON offer the following and move its adoption:

WHEREAS, the County Executive appointed Heidi Seelbach as Commissioner of  
Finance when the position became vacant on May 3, 2014, and

WHEREAS, pursuant to Article VI, Section 6.01 of the Dutchess County Charter, the  
County Executive shall appoint the Commissioner of Finance subject to confirmation by the County  
Legislature, now, therefore, be it

RESOLVED, that the Legislature of the County of Dutchess does hereby confirm the  
appointment of Heidi Seelbach to the position of Commissioner of Finance of the County of Dutchess  
effective as of May 3, 2014.

CA-98-14  
ca/G-0145  
5/14/14

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**  
Date 6/18/2014

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 9th day of June 2014, and that the same is a true and correct  
transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## Heldl Seelbach

---

### FINANCE DIRECTOR / CONTROLLER

*Accustomed to a challenging fiscal environment that requires strategic decisioning processes and strict regulatory adherence  
Accomplished at managing critical deadlines, guiding reporting processes and providing analytical leadership across all areas*

---

Proven financial leader with an advanced knowledge of payroll laws and a comprehensive understanding of accounting practices and budgetary processes. Highly skilled at motivating teams to produce quality reports within tight timeframes while ensuring compliance with public funding requirements and audit standards. Hands-on manager and sound decision-maker who effectively enlists the support of all levels and confidently delivers executive and agency briefings.

---

#### Areas of Specific Strength

---

- Government Fund Accounting
- Expense Projections & Allocations / Cash Flow Management
- Board Presentations / Staff Management & Development
- Benefits Administration (Health Insurance / Disability)
- Electronic Banking Processes
- Audit Readiness / Compliance Communications
- Reconciliation Processes / General Ledger Activities
- Internal Controls / Periodic & Fiscal Closings

---

### EMPLOYMENT

---

**DUTCHESS COUNTY DEPT OF FINANCE**, *Poughkeepsie, NY*  
*(Municipal organization that provides oversight of the County's finances)*

**Deputy Commissioner of Finance** (2012 - Present)

**Director of Central Services** (2011 - 2012)

Responsible for oversight related to the safekeeping of all funds and securities of the County. Ensures proper accounting for the \$440M budget of the County. Oversees the preparation of the Financial Statements as well as additional audits and oversight for the operation Accounting and Banking divisions within the Finance Department.

**ST. CABRINI HOME**, *Highland, NY*

*(Not-for-profit organization that provides residential care and intervention to adolescents with emotional difficulties. Program includes several community homes, a 500-acre residential treatment center, an on-campus school and a substance abuse clinic.)*

**Director of Finance** (2006 - 2011)

**Controller** (1995 - 2004)

**Accounting Manager** (1993- 1995)

**Senior Accountant** (1991 - 1993)

#### Committee Involvement

- School Board Member
- Personnel Committee
- Finance Committee

Provide financial leadership for non-profit business activities related to financial reporting and accounting which includes banking, audit readiness, A/R, A/P, G/L, quarterly payroll reporting and bi-weekly payroll for 120. Supervise 17 direct reports, manage a \$10 million expenditure budget, oversee Medicaid billing and manage cash flow for the property. Maintain additional management oversight for the operation of the Accounting, Purchasing, Maintenance and Dietary departments.

#### ADDITIONAL HIGHLIGHTS

- Provide direction to accounting teams and serve as a key financial contact with external auditors, social service agencies, tax authorities and financial institutions regarding reporting compliance and forms filing.
- Prepare and present numerous status reports to board members and all stakeholders in an effort to share forecasts, communicate changes, justify expenditures, prove staffing patterns, negotiate resources and set realistic goals.
- Challenged to implement a labor reduction initiative and aggressive expense controls to close spending gaps.
- Recruited back to Cabrini in 2006 to help resolve a major financial crisis that involved complex State reporting processes, complicated year-end closing procedures and a significant restructuring of the books.

- Administer payroll, tax withholdings and complex garnishments while overseeing the preparation of all payroll schedules and reports requested by auditors and other external agencies.
- Developed procedures to improve revenue strategies, maximize reimbursements and streamline reporting.
- Lead complex revenue and expense reporting as well as budgeting procedures while continuously reviewing processes to ensure proper controls, maintain compliance and maximize per diem rates.
- Prepare 941s, NYS-45 returns, SSOP reports, Department of Health fiscal reports and CFRs.

---

**ADDITIONAL EMPLOYMENT**

---

**HOLLOWBROOK CONSTRUCTION CORP.,** *Staatsburg, NY*

**2004 - 2006**

**Full-Charge Bookkeeper**

Managed core financial activities including A/P, A/R, collections, account and bank reconciliations, billing and all cash management functions. Established HR-related files, developed revenue recognition strategies and prepared monthly standard and miscellaneous journal entries.

**MARIST COLLEGE,** *Poughkeepsie, NY*

**1989 - 1991**

**Accounts Payable Clerk**

Involved with invoice vouchering, scheduling check-runs, preparing activity reports and arranging payment schedules.

---

**EDUCATION**

---

**Marist College,** *Poughkeepsie, NY*  
B.S. in Accounting (1991)

**Siena College,** *Loudonville, NY*  
B.S. in Finance (1985)

---

**TECHNOLOGY SKILLS**

---

**FINANCIAL SYSTEMS**

Logos/Peachtree / QuickBooks / ParSystems / Blackbaud

**PRODUCTIVITY APPLICATIONS**

Word / Excel



## COUNTY OF DUTCHESS

MARCUS J. MOLINARO  
COUNTY EXECUTIVE

### MEMO

Date: April 24, 2014  
To: Steven Rector, Commissioner of Human Resources  
James Fedorchak, County Attorney  
From: Marcus J. Molinaro, Dutchess County Executive  
Re: Appointment of Commissioner of Finance

With this memo I hereby appoint Heide Seelbach-Budd, Commissioner of Finance effective Saturday, May 3, 2014. Her starting salary will be \$104,237. As her appointment requires confirmation from the County Legislature, I ask that a resolution be prepared for the June legislative agenda.

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rollison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)	absent	
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12 0  
           Yes       No  
 Abstentions: 0

2014158 CONFIRMING APPOINTMENT OF HEIDI SEELBACH AS COMMISSIONER OF FINANCE

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 25      0  
           Yes           No  
 Abstentions: 0

2014158 CONFIRMING APPOINTMENT OF HEIDI SEELBACH AS COMMISSIONER OF FINANCE

Date: June 9, 2014

BUDGET, FINANCE, AND PERSONNEL

RESOLUTION NO. 2014159

RE: ACCEPTANCE OF GIFT OF HISTORIC DOCUMENTS FROM BRIAN  
PENDLEY

Legislators BORCHERT, FLESLAND, JETER-JACKSON, SAGLIANO,  
WEISS, and KELSEY offer the following and move its adoption:

WHEREAS, pursuant to County Law §215(3), the County Legislature  
may accept gifts of personal property for lawful county purposes, and

WHEREAS, Brian Pendley, a resident of Holmes, New York, has  
possession of twenty different historic documents involving land use in Dutchess County,  
including deeds, eviction agreements and rental agreements, the dates of which range  
from 1781 to 1837, and

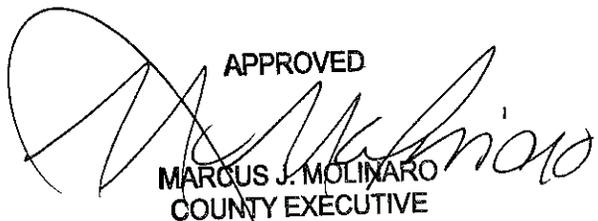
WHEREAS, Brian Pendley wishes to donate these historic documents to  
Dutchess County, and

WHEREAS, acceptance of said donation would be in the best interests of  
the County and would be used by the County Historian for research, public exhibit and  
the like, and

WHEREAS, cognizant of their historic significance, the County gratefully  
accepts this generous donation, now therefore, be it

RESOLVED, that the County of Dutchess hereby accepts the gift of these  
historic documents from Brian Pendley to Dutchess County.

CA-99-14  
CEN/ca/G-0157  
5/14/14  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/19/2014

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 9th day of  
June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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:

*William P. Saturni III*

5-14-2014

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



WILLIAM P. TATUM III  
COUNTY HISTORIAN

COUNTY OF DUTCHESS  
OFFICE OF THE COUNTY HISTORIAN

May 14, 2014

County Executive Marcus J. Molinaro  
22 Market Street  
Poughkeepsie, NY 12601

2014 MAY 14 PM 3:35

Dear County Executive Molinaro,

The Department of History submits the attached resolution request forms in order to accept a donation of late eighteenth and early nineteenth century documents from Brian Pendley, currently a resident of the Hamlet of Holmes in the Town of Pawling. Mr. Pendley's roots extend back to the early years of the county and these documents represent the last of his family archives, which has been dispersed amongst institutions in Pawling and, where relevant, archives in Putnam County.

The twenty documents submitted for inclusion in the Dutchess County Archives cover the period 1781-1837 and tie in with county government operations. A full inventory of these documents, with comments, has been attached. The majority of these items are land deeds or rental agreements, which will fill gaps in the Land Records Collection held by the County Clerk. The remaining documents relate to the Dutchess County Court and will fit well within the Ancient Documents Collection, also held by the Clerk.

Mr. Pendley offered these documents to the county last week. County Clerk Kendall has seen them and supports the acceptance of this donation.

Mr. Pendley will be permanently relocating to his new retirement home in New Mexico by the end of June, and wishes to insure that his family legacy will be permanently preserved for all citizens of Dutchess County to access and enjoy.

I highly recommend that the county accepts this donation, which offers a rare opportunity to expand our coverage of Dutchess County history.

Sincerely,

A handwritten signature in cursive script that reads "William P. Tatum III".

William P. Tatum III  
Dutchess County Historian

## Inventory of Brian Pendley Donation

Prepared by William P. Tatum III, Dutchess County Historian  
May 13, 2014

1. Deed April 2, 1806, land transfer from Elisha Turner and Solomon Griffin to Elisha Ludenton. 2 pages, poor condition (torn in half, staining)
2. Eviction agreement dated March 7, 1837, Daniel Turner agreeing to pay \$100 annually to Lewis Turner if Daniel does not leave Elisha Turner's farm by October 1837. 2 pages, good condition.
3. Deed dated October 16, 1821 for sale of 13 acres belonging to Solomon P. Griffen to Joshua White at Sheriff's auction to clear Griffen's debts to Frederick Ludenton. Good condition, four pages.
4. Deed dated January 12, 1837, land transfer between Elisha Turner and Lewis Turner. 4 pages, printed form, good condition
5. Rental agreement dated July 6, 1835, between Stephen and Amy Turner and Robert and Mariah Brockaway. 2 pages, good condition.
6. Rental agreement dated January 13, 1837, between Lewis Turner and Elisha Turner. 2 pages, good condition.
7. Deed, August 20, 1788, land transfer from Daniel Graham, Commissioner of Forfeitures, to Elisha Turner for £16 4s NY currency. 2 pages, poor condition (staining and tears). Result of 1784 act allowing for sale of lands seized from Loyalists during the American Revolution or for failure to pay taxes.
8. Deed, May 9, 1815, land transfer from Stephen and Amy Turner to Elisha Turner. 4 pages, poor condition (staining)
9. Deed, April 6, 1821, land transfer from Solomon P. and Anna Griffin to Elisha Turner for \$15. 2 pages, good condition (light staining)
10. Deed, April 1, 1862, land transfer from Robert and Minerva Jane Rundell to Lewis Turner for \$500. 4 pages, good condition, with cover, all on lined paper.
11. Deed, March 24, 1825, land transfer from Solomon P. Griffin and Elisha Turner. 2 pages, good condition (very light staining)
12. Deed, March 31, 1806, land transfer from heirs of Comfort Luddenton to Elisha Turner and Solomon Griffen. Four pages, poor condition (tears and staining)

13. Deed, November 4, 1831, land transfer from Mial and Rebecca Peck to Lewis Turner for \$250. 4 pages, printed form, good condition (minor tears)
14. Deed, July 25, 1812, land transfer from John and Anna Eastwood to Solomon P. Griffin. 2 pages, poor condition (staining, faded writing)
15. Deed, July 18, 1797, land transfer from Elisha and Sarah Ludinton to Elisha Turner £8 12s 3p NY currency. 2 pages, poor condition (tears)
16. Deed, June 23, 1804, land transfer from Comfort and Elizabeth Ludington to Elisha Turner for \$67. 6 pages, bound with ribbon, good condition
17. Receipt, September 24, 1846, for defendant's court costs in Supreme Court case between Elisha Turner and Samuel Gouverner. 2 pages, good condition
18. Court summons, March 27, 1814, Zunden Lee to appear before Ebenezer Shearman, Justice of the Peace for Fishkill, to give evidence. 2 pages, good condition (writing slightly faded)
19. Bond, March 31, 1838, Daniel Turner agrees to pay Peter Davis \$750 penalty if he fails to repay a debt of \$374 in accordance with conditions set forth in bond. 2 pages, printed form, good condition.
20. Deed, December 12, 1781, land transfer from John Buresten to Alisha Turner for £19. 2 pages, poor condition (staining, tears, faded writing).

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)	absent	
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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

2014159 ACCEPTANCE OF GIFT OF HISTORIC DOCUMENTS FROM BRIAN PENDLEY

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 25      0  
           Yes            No  
 Abstentions: 0

2014159 ACCEPTANCE OF GIFT OF HISTORIC DOCUMENTS FROM BRIAN PENDLEY

Date: June 9, 2014

RESOLUTION NO. 2014160

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER ON-THE-JOB TRAINING NATIONAL EMERGENCY STIMULUS GRANT

LEGISLATORS ROLISON KELSEY, MICCIO, HUTCHINGS, WEISS, and PERKINS 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, National Emergency Grants (NEGs) temporarily expand the service capacity of Workforce Investment Act Dislocated Worker training and employment programs at the state and local levels by providing funding assistance in response to large, unexpected economic events which cause significant job losses, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of PY 2012 OJT NEG Stimulus funds for the period 6/29/12 through 6/30/14, and

WHEREAS, funding has been reduced, now, therefore be it

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to amend the allocation of funding under the above National Emergency Grant and amend the following accounts:

**APPROPRIATIONS**

Increase (Decrease)

CD6292.2012.4826	OJT NEG Stimulus Wages	\$ <u>5,073.95</u>
CD6292.2012.4828	OJT NEG Stimulus Admin	( 412)
		<u>\$(- 5,486)</u>

**REVENUES**

Increase (Decrease)

CD6292.2012.47910.37	OJT NEG Stimulus Wages	\$ <u>5,073.95</u>
CD6292.2012.47910.39	OJT NEG Stimulus Admin	( 412)
		<u>\$(- 5,486)</u>

CA-97-14 CRC/ca/G-1263  
5/13/14 Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

Date 6/9/14

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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 \$ -5,486

Total Current Year Revenue \$ -5,486  
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 - DCWIB

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 60

OJT NEG Stimulus NOA #PY08-8

LWIA: Dutchess County  
Grantee:  
Mr. Marcus J. Molinaro  
County Executive, Dutchess County

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

This NOA authorizes Program Year 2008 funding for the period (6/30/10 through 9/30/12).  
This NOA authorizes Program Year 2012 funding for the period (6/29/12 through 6/30/14).

NYS DOL Contact: Nancy Bell

TELEPHONE: (518) 457-0239

OJT NEG - PY12

CFDA#: 17.277

GRANT

	<u>PRIOR LEVEL</u>	<u>CHANGE THIS NOA</u>	<u>NEW LEVEL</u>
Wages	\$56,484.00	(\$5,073.95)	\$51,410.05
Supp. Services	\$0.00	\$0.00	\$0.00
Admin	\$4,518.72	(\$411.54)	\$4,107.18

Approved  
by:



4/30/14

Karen A. Coleman  
Deputy Commissioner  
for Workforce Development

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)	<i>absent</i>	
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12      0  
           Yes            No  
 Abstentions: 0

**2014160 AUTHORIZING AMENDMENT OF FUNDING UNDER ON-THE-JOB TRAINING NATIONAL EMERGENCY STIMULUS GRANT**

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 25      0  
           Yes            No  
 Abstentions: 0

**2014160 AUTHORIZING AMENDMENT OF FUNDING UNDER ON-THE-JOB TRAINING NATIONAL EMERGENCY STIMULUS GRANT**

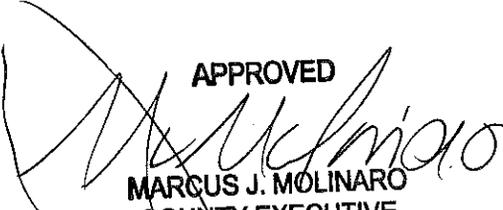
Date: June 9, 2014

RESOLUTION NO. 2014161

RE: ESTABLISHING STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2014

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

BE IT RESOLVED, that the County of Dutchess hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employee's Retirement System, based on the record of activities maintained and submitted by these officials to the clerk of this body: See attached schedule.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/10/2014

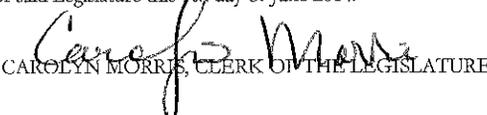
STATE OF NEW YORK

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
County Executive	Molinaro, Marcus	County Executive	01/01/2012-12/31/2015	7	No	20
Comptroller	Coughlan, James	Comptroller	01/01/2014-12/31/2017	7	No	20
County Clerk	Kendall, Brad	County Clerk	01/01/2012-12/31/2015	7	No	20
District Attorney	Grady, William	District Attorney	01/01/2012-12/31/2015	7	No	20
Sheriff	Anderson, Adrian	Sheriff	01/01/2012-12/31/2015	8	No	20
Legislature	Amparo, Francena	Legislator	01/01/2014-12/31/2015	6	No	14
Legislature	Horton, Margaret	Legislator	01/01/2014-12/31/2015	6	No	10.83
Legislature	Hutchings, Gerry	Legislator	01/01/2014-12/31/2015	6	No	20
Legislature	Johnson, Gwendolyn	Legislator	01/01/2014-12/31/2015	6	No	14.39
Legislature	Kelsey, Michael	Legislator	01/01/2014-12/31/2015	6	No	10.5
Legislature	Miccio, James	Legislator	01/01/2014-12/31/2015	6	No	4
Legislature	Nesbitt, Ellen	Legislator	01/01/2014-12/31/2015	6	No	4
Legislature	Perkins, Richard	Legislator	01/01/2012-12/31/2013	6	No	16
Legislature	Pulver, Anthony Gregg	Legislator	01/01/2014-12/31/2015	6	No	17.81
Legislature	Roman, Kenneth	Legislator	01/01/2014-12/31/2015	6	No	7

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Legislature	Sagliano, Donald	Legislator	01/01/2014-12/31/2015	6	No	9.26
Legislature	Serino, Susan	Legislator	01/01/2014-12/31/2015	6	No	10
Legislature	Strawinski, Michaela	Legislator	01/01/2014-12/31/2015	6	No	8
Legislature	Surman, Alan	Legislator	01/01/2014-12/31/2015	6	No	17
Legislature	Thomes, John	Legislator	01/01/2014-12/31/2015	6	No	4.36
Legislature	Tyner, Joel	Legislator	01/01/2014-12/31/2015	6	No	13
Legislature	Flesland, Angela	Majority Leader	01/01/2014-12/31/2015	6	No	5
Legislature	Bolner, Donna	Majority Whip	01/01/2014-12/31/2015	6	No	5.11
Legislature	Jeter-Jackson, Barbara	Minority Leader	01/01/2014-12/31/2015	6	No	12.89
Legislature	MacAvery, Alison	Minority Whip	01/01/2014-12/31/2015	6	No	14.5
Board of Elections	Haight, Erik	Elections Commissioner	01/01/2013-12/31/2014	7	Yes	N/A
Board of Elections	Baiano, Chris	Deputy Elections Commissioner	01/01/2013-12/31/2014	7	Yes	N/A
Board of Elections	Reverri, Erin	Elections Administrator	01/01/2013-12/31/2014	7	Yes	N/A
Board of Elections	Malet, Timothy	Sr.Elections Specialist	07/29/2013-12/31/2014	7	Yes	N/A
Board of Elections	Shea, Donna	St. Elections Specialist	01/01/2013-12/31/2014	7	Yes	N/A
Board of Elections	Bauer, Thomas	Sr. Elections Specialist	01/01/2013-12/31/2014	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Board of Elections	Patricola, Lori	Machine Coordinator	01/01/2013-12/31/2014	7	Yes	N/A
Board of Elections	Tanner, Amy	Elections Specialist	02/24/2014-12/31/2014	7	Yes	N/A
Board of Elections	Caviglia, Marco	Elections Commissioner	01/08/2014-12/31/2014	7	Yes	N/A
Board of Elections	Miller, Daniel	Deputy Elections Commissioner	02/18/2014-12/31/2014	7	Yes	N/A
Board of Elections	Perry, Victoria	Elections Administrator	02/18/2014-12/31/2014	7	Yes	N/A
Board of Elections	Daniels, Debra	Sr. Elections Specialist	02/18/2014-12/31/2014	7	Yes	N/A
Board of Elections	Nash, Diane	Sr. Elections Specialist	02/18/2014-12/31/2014	7	Yes	N/A
Board of Elections	Horner, Terry D	Sr. Elections Specialist	02/25/2014-12/31/2014	7	Yes	N/A
Board of Elections	Margulies, Ira	Machine Coordinator	01/11/2013-12/31/2014	7	Yes	N/A
Board of Elections	Vazquez, Jasmin	Elections Specialist	02/18/2014-12/31/2014	7	Yes	N/A
Central Services	Barclay, Christopher	Director of Central Services	01/01/2012 - 12/31/2015	7	Yes	N/A
Comptroller	Stalteri, Peter	Deputy Comptroller	01/01/2014-12/31/2015	7	Yes	N/A
County Attorney	Tullo, Janet	Bureau Chief	01/01/2012 - 12/31/2015	7	Yes	N/A
County Attorney	Bogle, Carol	Chief Asst County Attorney	12/01/2012-12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
County Attorney	Avallone, Catherine	Confidential Secretary to County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Fedorchak, James	County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Byron, Keith	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Civittillo, Victor	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Cullen, Christian	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Decicco, Mary Ellen	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Delpizzo, Thomas	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Dietz, Thomas	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Fakhoury, Linda	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Nelson, Caroline	Asst County Attorney	01/01/2014 – 12/31/2015	7	Yes	N/A
County Attorney	Ott, Richard	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Attorney	Prusakowski, Laura	Sr Asst County Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
County Clerk	Dignan, Anne-Marie	Confidential Administrative Asst	01/01/2012 – 12/31/2015	7	Yes	N/A
County Clerk	Cranna, Bryan	Deputy County Clerk	01/01/2012 – 12/31/2015	7	Yes	N/A
County Clerk	Strid, Sandra	Deputy County Clerk	01/01/2012 – 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
County Clerk	Tatum III, William	Historian	10/15/2012-12/31/2015	7		
County Executive	Ellison, Michael	Asst County Executive	01/01/2012 – 12/31/2015	7	Yes	N/A
County Executive	O'Neil, William	Deputy County Executive	03/12/2012 – 12/31/2015	7	Yes	N/A
County Executive	Strippoli, Sandra	Executive Secretary	05/19/2012 – 12/31/2015	7	Yes	N/A
County Executive	Pillus, Colleen	Comm Director	01/01/2013 – 12/31/2015	7	Yes	N/A
County Executive-Budget	Sommerville, Valerie	Budget Director	01/01/2012 – 12/31/2015	7	Yes	N/A
County Executive-Budget	Armstrong, Rachael	Research Analyst	01/01/2013 – 12/31/2015	7	Yes	N/A
County Executive-Budget	White, Jessica	Sr Research Analyst	01/01/2012 – 12/31/2015	7	Yes	N/A
County Legislature	Durland, Catherine	Assistant to the Chairman	01/01/2014-12/31/2015	7	Yes	N/A
County Legislature	Morris, Carolyn	Clerk of the Legislature	01/01/2014-12/31/2015	7	Yes	N/A
County Legislature	Wager, Leigh	Deputy Clerk of the Legislature	01/01/2014-12/31/2015	7	Yes	N/A
County Legislature	Volkman, Scott	Legislative Attorney	01/19/2010-01/19/2015	7	Yes	10
County Legislature	Viggiano, Diana	Senior Legislative Stenographer	01/01/2014-12/31/2015	7	Yes	N/A
District Attorney	Chase, Frank	Bureau Chief	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	McLoughlin, Edward	Bureau Chief	01/01/2012-12/31/2015	7	Yes	N/A
District Attorney	Smith, Marjorie	Bureau Chief	01/01/2012 – 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
District Attorney	Weishaupt, Matthew	Bureau Chief	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Whitesell, Edward	Bureau Chief	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Steller, Bridget	Chief Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Chickering, Julian	Chief Investigator DA	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Barry, Regina	Secretary to District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Brady, Michael	Asst District Attorney	10/07/2013-12/31/2015			
District Attorney	Fiorile, Richard	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Hawlk, Kristine	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Irwin, Kevin	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Knapp, Robert	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Kunca, David	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Long, Andrea	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Lopane, Angela	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	McLoughlin, Sinead	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Murphy, Cindy	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
District Attorney	Parisi, Anthony	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Pasquale, Melissa	Sr Asst District Attorney	01/01/2013 – 12/31/2015	7	Yes	N/A
District Attorney	Petramale, Frank	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Ryan, Heather	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Segal, Aviv	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Segal, Jessica	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Stuart, Allison	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Thompson, Sara	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
District Attorney	Walker, Margaret	Sr Asst District Attorney	01/01/2012 – 12/31/2015	7	Yes	N/A
Emergency Response	Smith, Dana	Emergency Response Coordinator	01/01/2012 – 12/31/2015	7	Yes	N/A
Emergency Response	Colgan, Laurie	Confidential Administrative Asst	01/01/2012 – 12/31/2015	7	Yes	N/A
Finance	Seelbach-Budd, Heidi	Acting Commissioner of Finance	05/03/2014 – 12/31/2015	7	Yes	N/A
Finance	Wiands, Deborah	Confidential Administrative Asst	01/01/2012 – 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Finance	Axelsen, Eric	Deputy Comm of Finance/Dir Real Property Tax	01/01/2012-12/31/2015	7	Yes	N/A
Finance		First Deputy Commissioner of Finance	12/31/2015	7	Yes	N/A
Health	Reiber, Kari MD	Acting Commissioner of Health	06/28/2013-06/27/2015	7	Yes	N/A
Health	Duncan, Eileen	Confidential Administrative Assistant	02/13/2013-06/27/2015	7	Yes	N/A
Human Resources	Rector, Steven	Commissioner of Human Resources	08/13/2013-08/12/2019	7	Yes	N/A
Human Resources	Lehnert, Donna	Confidential Administrative Assistant	12/03/2012-08/12/2019	7	Yes	N/A
Human Resources	Stricker, Darcy	Acting Deputy Commissioner of Human Resources	12/03/2012-08/12/2019	7	Yes	N/A
Human Resources	Curtis Forbes	Equal Employment Opportunity Officer	08/13/2013-08/12/2019	7	Yes	N/A
Medical Examiner	Chute, Dr. Dennis	Medical Examiner	03/03/2014 – 12/31/2015	7	Yes	N/A
Mental Hygiene	Glatt, Dr. Kenneth	Commissioner of Mental Hygiene	01/01/2012 – 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Mental Hygiene	Newman, Sonya	Confidential Administrative Assistant	01/01/2012 – 12/31/2015	7	Yes	N/A
OCIS	Mahler, Tim	Commissioner of Central Information Systems	01/01/2012 – 12/31/2015	7	Yes	N/A
OCIS	Allen, Tammy	Confidential Administrative Assistant	01/01/2012 – 12/31/2015	7	Yes	N/A
Planning	Wrafter, Eoin	Acting Commissioner of Planning and Development	04/28/2014- 12/31/2015	7	Yes	N/A
Planning	McFarlane, Mary	Confidential Administrative Assistant	01/01/2012 – 12/31/2015	7	Yes	N/A
Planning	Hicks, Ronald	Deputy Commissioner of Strategic Plan Econ Dev	01/25/2012- 12/31/2015	7	Yes	NA
Public Defender	Angell, Thomas	Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Hazel, George	Chief Asst Public Defender	01/01/2013 – 12/31/2015	7	Yes	N/A
Public Defender	Aylward, Laura	Legal Administrative Asst	01/01/2012- 12/31/2015	7	Yes	N/A
Public Defender	Ambron, Elizabeth	Asst Public Defender	09/16/2013- 12/31/2015	7	Yes	N/A
Public Defender	Moore, Lawrence	Asst Public Defender	09/16/2013- 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Public Defender	Brierton, Maureen	Sr Asst Public Defender	09/24/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Burton-Tolomeo, Jennifer	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Clarke, John	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Dumset, August	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Evans, John	Sr Asst Public Defender	03/18/2013 – 12/31/2015	7	Yes	N/A
Public Defender	Flynn, Susan	Sr Asst Public Defender	09/23/2013 – 12/31/2015	7	Yes	N/A
Public Defender	Garo, Nancy	Sr Asst Public Defender	01/01/2012-12/31/2015	7	Yes	N/A
Public Defender	Gibson, Beth	Sr. Asst Public Defender	01/01/2012-12/31/2015	7	Yes	N/A
Public Defender	Hill, James	Sr Asst Public Defender	01/01/2012 12/31/2015	7	Yes	N/A
Public Defender	Knapp, Eric	Sr. Asst Public Defender	04/07/2014 – 12/31/2015	7	Yes	N/A
Public Defender	Levine, Steven	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Marte-Indzonka, Michele	Sr. Asst Public Defender	01/27/2014 – 12/31/2015	7	Yes	N/A
Public Defender	Martin, David	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Matteo, Joseph	Chief Investigator Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Mungavin, Susan	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Rosen, Alexander	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Public Defender	Smith, Anne Marie	Sr Asst Public Defender	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Defender	Gerry, Kara	Arraignment Atty	12/16/2013-12/31/2015			
Public Defender	King, Larwence	Arraignment Atty	12/16/2013-12/31/2015			
Public Works	Hanlon, Laureen	Confidential Administrative Asst	01/01/2012 – 12/31/2015	7	Yes	N/A
Public Works	Knille, Noel	Commissioner of Public Works	09/23/2013 – 12/31/2015	7	Yes	N/A
Veterans Services	Rivera, Nelson	Director of Veterans Affairs	01/01/2012-12/31/2015	7	Yes	N/A
Sheriff	Cole, Deborah	Confidential Secretary to the Sheriff	01/01/2012 – 12/31/2015	7	Yes	N/A
Sheriff	Imperati, Kirk	Undersheriff	01/01/2012 – 12/31/2015	7	Yes	N/A
Community and Family Services	Allers, Robert	Commissioner of Community and Family Services	10/14/2011 – 10/14/2016	7	Yes	N/A
Community and Family Services	Domino, Carol	Confidential Administrative Assistant	12/01/2012 – 10/14/2016	7	Yes	N/A
Community and Family Services	Bonnerwith, Debra	Deputy Commissioner of Community and Family Services	01/01/2013 – 10/14/2016	7	Yes	N/A

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)
Community and Family Services	Giovanniello, Theresa	Deputy Commissioner of Community and Family Services	01/01/2013 – 10/14/2016	7	Yes	N/A

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)	absent	
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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>	

**2014161 ESTABLISHING STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2014**

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 25      0  
           Yes            No  
 Abstentions: 0

2014161 ESTABLISHING STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS EFFECTIVE JANUARY 2014

Date: June 9, 2014

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2014162

RE: HOME RULE REQUEST – RESOLUTION URGING NEW YORK STATE LEGISLATURE TO APPROVE SENATE BILL S.7448 AND ASSEMBLY BILL A.9601 WHICH LEGISLATION WOULD ENABLE DUTCHESS COUNTY TO REGULATE THE REGISTRATION AND LICENSING OF TAXICABS, LIMOUSINES AND LIVERY VEHICLES

Legislators ROLISON, BOLNER, MICCIO, SAGLIANO, and PERKINS offer the following and move its adoption:

WHEREAS, the New York State Legislature has drafted Senate Bill S.7448 and Assembly Bill A.9601 to authorize Dutchess County and Ulster County to regulate the registration and licensing of taxicabs, limousines and livery vehicles; and

WHEREAS, the proposed Legislation would allow Dutchess County to enter into a reciprocal agreement with the New York City Taxi and Limousine Commission to allow Dutchess County based livery companies to operate in New York City; now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby urges the New York State Legislature to submit for final consideration and approval a Home Rule Request for the 2014 Legislative Session authorizing the County of Dutchess to regulate the registration and licensing of taxicabs, limousines, and livery vehicles; and be it further

RESOLVED, that the Legislation be in the form and content shown in the attached Senate Bill S.7448 and Assembly Bill A.9601; and be it further

RESOLVED, that the Clerk of the Legislature is hereby authorized and directed to forward the appropriate number of copies of this Resolution with an appropriate transmittal letter to each house in the New York State Legislature.

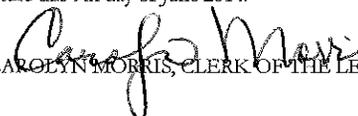
  
APPROVED  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/10/2014

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## BILL TEXT:

## STATE OF NEW YORK

7448

## IN SENATE

May 15, 2014

Introduced by Sen. GIPSON -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the general municipal law and the vehicle and traffic law, in relation to authorizing the counties of Dutchess and Ulster to regulate the registration and licensing of taxicabs, limousines, and livery vehicles

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Subdivision 1 of section 181 of the general municipal law,  
2 as separately amended by chapters 382 and 385 of the laws of 2012, is  
3 amended to read as follows:
- 4 1. The registration and licensing of taxicabs and may limit the number  
5 of taxicabs to be licensed and the county of Westchester may adopt ordi-  
6 nances regulating the registration and licensing of taxicabs and limou-  
7 sines and may limit the number to be licensed; the county of Nassau may  
8 adopt ordinances regulating the registration of taxicabs and limousines;  
9 and the county of Suffolk may adopt ordinances regulating the registra-  
10 tion of taxicabs, limousines, and livery vehicles; ~~and~~ the county of  
11 Rockland may adopt local laws or ordinances regulating the registration  
12 and licensing of taxicabs, limousines, and livery vehicles and may limit  
13 the number to be licensed; the county of Dutchess may adopt local laws  
14 or ordinances regulating the registration and licensing of taxicabs,  
15 limousines, and livery vehicles and may limit the number to be licensed;  
16 and the county of Ulster may adopt local laws or ordinances regulating  
17 the registration and licensing of taxicabs, limousines, and livery vehi-  
18 cles and may limit the number to be licensed.
- 19 § 2. Paragraph b of subdivision 1 of section 498 of the vehicle and  
20 traffic law, as separately amended by chapters 382 and 385 of the laws  
21 of 2012, is amended to read as follows:
- 22 b. "Licensing jurisdiction" shall mean a city with a population of one  
23 million or more, or a county within New York state contiguous to such  
24 city ~~or~~, the county of Suffolk ~~or~~, the county of Rockland, the coun-  
25 ty of Dutchess or the county of Ulster, that requires the issuance of a  
26 license, permit, registration, certification or other approval for a  
27 vehicle to perform the pre-arranged pick up or drop off of one or more  
28 passengers in such jurisdiction for compensation.
- 29 § 3. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD13345-02-4

## BILL TEXT:

## STATE OF NEW YORK

9601

## IN ASSEMBLY

May 9, 2014

Introduced by M. of A. BARRETT -- read once and referred to the Committee on Local Governments

AN ACT to amend the general municipal law and the vehicle and traffic law, in relation to authorizing the counties of Dutchess and Ulster to regulate the registration and licensing of taxicabs, limousines, and livery vehicles

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Subdivision 1 of section 181 of the general municipal law,  
2 as separately amended by chapters 382 and 385 of the laws of 2012, is  
3 amended to read as follows:  
4 1. The registration and licensing of taxicabs and may limit the number  
5 of taxicabs to be licensed and the county of Westchester may adopt ordi-  
6 nances regulating the registration and licensing of taxicabs and limou-  
7 sines and may limit the number to be licensed; the county of Nassau may  
8 adopt ordinances regulating the registration of taxicabs and limousines;  
9 and the county of Suffolk may adopt ordinances regulating the registra-  
10 tion of taxicabs, limousines, and livery vehicles; ~~and~~ the county of  
11 Rockland may adopt local laws or ordinances regulating the registration  
12 and licensing of taxicabs, limousines, and livery vehicles and may limit  
13 the number to be licensed; the county of Dutchess may adopt local laws  
14 or ordinances regulating the registration and licensing of taxicabs,  
15 limousines, and livery vehicles and may limit the number to be licensed;  
16 and the county of Ulster may adopt local laws or ordinances regulating  
17 the registration and licensing of taxicabs, limousines, and livery vehi-  
18 cles and may limit the number to be licensed.  
19 § 2. Paragraph b of subdivision 1 of section 498 of the vehicle and  
20 traffic law, as separately amended by chapters 382 and 385 of the laws  
21 of 2012, is amended to read as follows:  
22 b. "Licensing jurisdiction" shall mean a city with a population of one  
23 million or more, or a county within New York state contiguous to such  
24 city ~~or~~, the county of Suffolk ~~or~~, the county of Rockland, the coun-  
25 ty of Dutchess or the county of Ulster, that requires the issuance of a  
26 license, permit, registration, certification or other approval for a

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets  
[-] is old law to be omitted.

LBD13345-02-4

A. 9601

2

1 vehicle to perform the pre-arranged pick up or drop off of one or more  
2 passengers in such jurisdiction for compensation.  
3 § 3. This act shall take effect immediately.

---

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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>	

**2014162 HOME RULE REQUEST – RESOLUTION URGING NEW YORK STATE LEGISLATURE TO APPROVE SENATE BILL S.7448 AND ASSEMBLY BILL A.9601 WHICH LEGISLATION WOULD ENABLE DUTCHESS COUNTY TO REGULATE THE REGISTRATION AND LICENSING OF TAXICABS, LIMOUSINES AND LIVERY VEHICLES**

Date: June 3, 2014

# Roll Call Sheets

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

**2014162 HOME RULE REQUEST – RESOLUTION URGING NEW YORK STATE LEGISLATURE TO APPROVE SENATE BILL S.7448 AND ASSEMBLY BILL A.9601 WHICH LEGISLATION WOULD ENABLE DUTCHESS COUNTY TO REGULATE THE REGISTRATION AND LICENSING OF TAXICABS, LIMOUSINES AND LIVERY VEHICLES**

Date: June 9, 2014

BUDGET, FINANCE, AND PERSONNEL

RESOLUTION NO. 2014163

RE: SETTING PUBLIC HEARING FOR DUTCHESS COMMUNITY COLLEGE  
BUDGET FOR JULY 7, 2014

Legislators ROLISON, BORCHERT, JETER-JACKSON, SAGLIANO and JOHNSON offer the following and move its adoption:

WHEREAS, Dutchess Community College will file with the Dutchess County Legislature a Tentative Budget by July 1, 2014, for the academic year commencing September 1, 2014, and now, therefore be it

RESOLVED, that a Public Hearing on said Budget, as provided by statute, be held before the Dutchess County Legislature in the Legislative Chambers, County Office Building, New York at 7:00 PM on the 7<sup>th</sup> day of July 2014, and be it further

RESOLVED, that the Clerk of the County Legislature shall cause notice of said Public Hearing in the following form to be published in the two official newspapers at least five days between the first publication of such notice and the date specified for the hearing:

**NOTICE OF PUBLIC HEARING ON TENTATIVE BUDGET**

**DUTCHESS COMMUNITY COLLEGE**

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Dutchess will meet in the Legislative Chambers, County Office Building, Poughkeepsie, New York at 7:00 PM on the 7<sup>th</sup> day of July 2014, for the purpose of holding a Public Hearing on the Tentative Budget of Dutchess Community College for the period of September 1, 2014 to August 31, 2015.

FURTHER NOTICE, is hereby given that the copies of said Budget are available at the Office of the Clerk of the County Legislature, County Office Building, Poughkeepsie, New York, where they may be examined or procured by interested parties during regular business hours.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/19/2014

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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>	

2014163 SETTING PUBLIC HEARING FOR DUTCHESS COMMUNITY COLLEGE BUDGET FOR JULY 7, 2014

Date: June 3, 2014

# Roll Call Sheets

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

**2014163 SETTING PUBLIC HEARING FOR DUTCHESS COMMUNITY COLLEGE BUDGET FOR JULY 7, 2014**

Date: June 9, 2014

RESOLUTION NO. 2014164

RE: AUTHORIZING TEMPORARY STRUCTURE SERVICES AGREEMENT (LEASE) WITH PROTEUS ON-DEMAND FACILITIES LLC IN CONNECTION WITH TEMPORARY INMATE HOUSING AT THE DUTCHESS COUNTY JAIL

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

WHEREAS, by Resolution No. 2014103 funding was approved for the lease of temporary inmate housing and certain preliminary costs incidental to a comprehensive approach to the criminal justice facility, and

WHEREAS, New York State Commission of Correction has given its approval for the housing of inmates in a temporary facility while the County moves forward with plans for the construction of new permanent correctional space, and

WHEREAS, in accord with County procurement requirements, the County solicited and received several proposals for the construction of temporary inmate housing, and

WHEREAS, after due diligence and deliberation, the selection committee determined that the proposal submitted by Proteus On-Demand Facilities LLC (Proteus) provided the highest quality structure at the lowest procurement and operating cost, and

WHEREAS, except for unanticipated extra costs, the rental for the three year term shall be \$3,684,982 paid in quarterly amounts of \$307,081.84 and the rental for the two, one-year extensions shall be \$867,970 for the first year and \$868,700 for the second year, and

WHEREAS, except for unanticipated extra costs, the mobilization fee for engineering, material acquisition and partial construction costs shall be \$1,228,326.70, which shall be paid in addition to the above rental costs, and

WHEREAS, the Dutchess County Sheriff and the County Executive request authorization and approval to enter into a lease agreement with Proteus for the installation of temporary structures for inmate housing at the Dutchess County Jail, and

WHEREAS, by entering a lease with Proteus, Dutchess County will take the first step necessary to return approximately two hundred inmates to Dutchess County who are presently being housed at jails outside the County, and

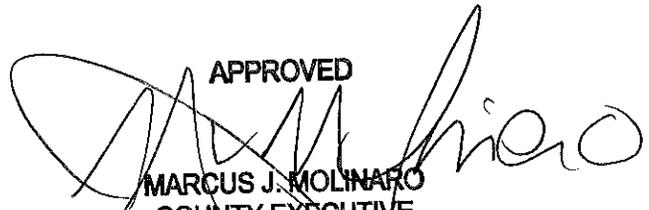
WHEREAS, the return of these inmates to the temporary housing provided by Proteus will give the County the opportunity to begin the process of developing the comprehensive criminal justice facility encompassing the issues presented

in the Ricci Greene "Validation Study" report and those identified in Resolution No. 2014103 including non-structural programmatic studies, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the lease agreement, a copy of which is annexed hereto, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive to execute said lease agreement with Proteus On-Demand Facilities LLC on behalf of the County of Dutchess in substantially the same form as annexed hereto.

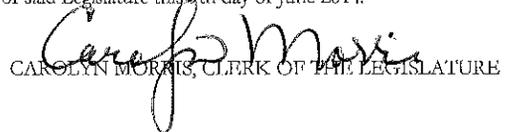
CA-100-14  
KPB/ca/C-8749  
5/27/14 – amended 6/3/14  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 6/9/2014

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have herunto set my hand and seal of said Legislature this 9th day of June 2014.

  
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:

Necessary funding for the PODs was adopted and approved with the passing of Resolution 2014103 on May 12th, 2014.

Prepared by: Rachel Armstrong, Budget Office

LEASE  
AND  
TEMPORARY STRUCTURE SERVICES AGREEMENT

COMPANY:

Proteus On-Demand Facilities LLC

CUSTOMER:

Dutchess County

PROJECT:

Temporary Inmate Housing

CONTRACT:

19000310/PDUT1301

DATE OF AGREEMENT:

June \_\_, 2014

THE COMPANY:  
Proteus On-Demand Facilities LLC  
6727 Oak Ridge Commerce Way SW  
Austell, GA 30168

THE CUSTOMER:  
Dutchess County

Ladies and Gentlemen:

We are delighted that you have chosen Proteus On-Demand Facilities LLC as your supplier of temporary structures and related services at the location and for the period described below. We confirm the following agreement ("Agreement"):

Customer Representative:	George Krom
Site Address:	Dutchess County Jail 150 North Hamilton Street Poughkeepsie, New York 12601-2011 845-486-3800  Noel H.S. Knille Commissioner of Public Works 626 Dutchess Turnpike Poughkeepsie, NY 12603 845-486-2085
Materials, Labor, Equipment and Services:	See "Exhibit A."
Start Build:	The date the Company begins installation of the Temporary Structure.
Hand-Over:	Hand-Over is on or before December 31, 2014, subject to delay due to unforeseen circumstances and delay in approval of the Plans. Time is of the essence with respect to Hand-Over. Hand-Over shall occur when the Company completes all construction, installation and all other work required of the Company under this Agreement in accordance with the structural plans for the Temporary Structure that are approved by the New York State Commission of Correction (the "Plans"). The Company and Customer acknowledge that it is anticipated that the Plans will be approved by the New York State Commission of Correction in July 2014 and that Hand-Over may be



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_\_, 2014

delayed past December 31, 2014 if the New York State Commission of Correction does not approve the plans for the Temporary Structure prior to August 1, 2014. If the plumbing, power, or any other work the Customer provides is not completed at Hand-Over, the Company will be an active participant providing reasonable assistance to Customer after Hand-Over for Customer's or its contractors' completion of such work.

Start Dismantle:

No later than 90 days following termination of the lease of the Temporary Structure, subject to delay due to unforeseen circumstances.

Site Hand-Back:

No later than 90 days following the Start Dismantle date, subject to delay due to unforeseen circumstances.

The Company will seek to comply with such times but such times are not guaranteed (except for Hand-Over, subject to delay in approval of the Plans or for unforeseen circumstances) and are not binding in the event of unforeseen circumstances, including but not limited to Customer's breach of this Agreement, acts of God, weather, war, insurrection, government authority and/or regulation beyond Company's control, permitting, labor disputes, third party interference on Site, delay of essential materials, lack of Site readiness or accessibility, events beyond the Company's reasonable control or other delay, suspension or interference with the Company's work as a result of act or omission of Customer or its agents, employees or contractors. As of the "Start Build" date referenced above, the Customer, at its expense, will provide an area of sufficient size for supply and/or placement of the hired materials described on Exhibit A hereto (collectively, the "Temporary Structure"). The Customer must provide storage space during the time of construction for empty crates and miscellaneous building material. The Site must be easily accessible for loading and unloading of forty-eight foot (48') flatbed trucks. To secure the Temporary Structure, the Company requires anchoring up to three feet four inches (3' 4") into the ground. If an alternative solution is needed to safely secure the Temporary Structure, the additional costs will be forwarded to and paid by the Customer, unless specified in this Agreement. The Company is not responsible for any repair of possible damages caused by construction and/or anchoring of the Temporary Structure (other than damage to the Temporary Structure caused by the Company).

The Company will commence on-site installation on the "Start Build" date, with the delivery and hand-over of the Temporary Structure to the Customer by no later than the "Hand-Over" date set forth above, subject to delay in approval of the Plans or due to unforeseen circumstances.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

This Agreement is being entered into on the understanding that the Customer may, if funds are not appropriated for the rental payments due under this Agreement for the following fiscal year (January 1 to December 31 period), terminate the rent of the materials on Exhibit A at the end of each January 1 to December 31 fiscal year by paying, in a lump sum, the amounts set forth below as a termination fee corresponding to the end of the fiscal year in which this Agreement is terminated.

<u>Termination Date</u>	<u>Termination Fee</u>
December 31, 2014	\$3,430,105.51
December 31, 2015	\$2,335,408.51
December 31, 2016	\$1,322,289.51

1. The Customer will return the Temporary Structure to the Company in good condition subject to wear and tear from use as a residential correctional facility by inmates excepted at the very latest on the "Start Dismantle" date set forth above.
2. The Company's dismantling of the Temporary Structure will continue through the "Hand-Back" date set forth above, and the materials will be removed from the site on or before such date.
3. The Customer has appointed George Krom and/or Noel H.S. Knille to be the Customer Representative referenced above to give instructions to the Foreman of the Company and be available during the erection and dismantling of the Temporary Structure, and to sign our Hand-Over and Hand-Back certificate upon completion of phases of work on site.
4. The CAD drawing that is part of this Agreement will be the plan for the assembly, erection and dismantling of the Temporary Structure. In the event of any conflict between Exhibit A and the CAD drawing, Exhibit A shall control.
5. The Customer must take into account that the Company leaves, in the period after completion and before dismantle, a limited amount of excess materials at or in the vicinity of the building location, and a place for the safe and secure storage of these materials is the responsibility of the Customer.
6. The Company shall rent to the Customer and the Customer shall lease the Temporary Structure as specified in Exhibit A to this Agreement for a three (3) year term (subject to the term being longer than three (3) years if Hand-Over is before December 31, 2014) with two (2) one year extensions at Customer's option. The lease term shall commence on the Hand-Over date and unless otherwise extended or terminated as provided herein shall terminate on December 31, 2017. In the event the Customer determines to exercise its right to extend the lease for the one year period commencing January 1, 2018 and ending December 31, 2018, Customer shall provide written notice to Company on or



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

before October 1, 2017. In the event the Customer determines to exercise its right to extend the lease for the one year period commencing January 1, 2019 and ending December 31, 2019, Customer shall provide written notice to Company on or before October 1, 2018. As consideration for the above lease term, Customer shall pay as follows:

For the three (3) year period commencing January 1, 2015 through December 31, 2017 a sum equal to THREE MILLION SIX HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED EIGHTY-TWO AND 00/100 (\$3,684,982.00) DOLLARS, which shall be billed quarterly in the amount of \$307,081.84 and shall be subject to mutually accepted change orders. In addition the Customer shall pay the sum of \$1,228,326.70 for contract mobilization, which shall be due upon execution of the contract;

For the first one year extension commencing January 1, 2018 through December 31, 2018 a sum equal to EIGHT HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED SEVENTY AND 00/100 (\$867,970.00) DOLLARS, which shall be billed quarterly in the amount of \$216,992.50 and shall be subject to mutually accepted change orders;

For the second one year extension commencing January 1, 2019 through December 31, 2019 a sum equal to EIGHT HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED AND 00/100 (\$868,700.00) DOLLARS, which shall be billed quarterly in the amount of \$217,175.00 and shall be subject to mutually accepted change orders.

Commencing January 1, 2018, Customer shall have the right to terminate the lease of the Temporary Structure for any reason without further cost or penalty upon the provision of one hundred twenty (120) days prior written notice to Company of its intention to terminate the lease.

The Terms and Conditions of Temporary Structure Services Agreement attached as Exhibit C hereto will apply to the rental of the materials and provision of services. All of the exhibits to this Agreement are made an integral part of this Agreement and are incorporated herein by this reference. In the event of any conflict or inconsistency between the said TERMS AND CONDITIONS OF TEMPORARY STRUCTURE SERVICES AGREEMENT and any of the Exhibits of this Agreement, the Exhibits of this Agreement shall control.

7. Alterations or supplements to this Agreement can only be accepted in writing. The Customer must outline any proposed alterations as early as possible in order to facilitate necessary logistical preparation, but the Company shall have no obligation to accept any proposed alterations regardless of when submitted. The Customer and the Company shall use their best efforts to agree upon any proposed alterations.
8. The Customer is liable for damages that result from not making available a suitable or an accessible site for the Temporary Structure, not returning the Temporary Structure in



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

time and for not timely providing agreed resources, tools or equipment. The Company has visually inspected the site (but has not performed any sub-surface inspection) and determined (as limited by the visual inspection) that the site is (a) suitable for the installation of the temporary inmate housing and (b) is accessible for the Temporary Structure. The Company's inspection of the site does not mean, and shall not be construed as meaning, that the Company has approved any site work performed by parties other than the Company. In addition, the Company's inspection of the site does not mean that the site will continue to be suitable for the installation of the temporary housing or accessible for the Temporary Structure if any changes are made to the site by parties other than the Company after the Company's inspection.

9. The Customer must provide:

- All Connections to electrical fixtures and individual HVAC units and controls as well as connection to the utility source.
- All plumbing connection from temporary structure perimeter point to the water, sewer and fire suppression sources.

Payment terms as follows:

- Invoice #19000310.1 for Contract Mobilization – due upon execution of contract.
- In the event Hand-Over is prior to January 1, 2015, Customer will pay to the Company on Hand-Over an amount equal to the product of \$3,365.28 multiplied by the number of days between Hand-Over and January 1, 2015.
- Invoice #19000310.2 for 1<sup>st</sup> Quarterly payment due on January 1, 2015.
- Invoice #19000310.3 through to #19000310.13 Quarterly payments due upon set contract dates.
- Invoice #19000310.14 – 19000310.17 for 1<sup>st</sup> extension
- Invoice #19000310.18 – 19000310.21 for 2<sup>nd</sup> extension

Quarterly payments to continue according to agreement

\* Dates subject to change based on actual “Hand-Over” date.

Payment shall be by wire transfer to the following account:

Receiving Bank:	Columbus Bank and Trust
Receiving Bank ABA:	061100606
Further Credit To:	Bank of North Georgia



Project: Dutchess County Temporary Inmate Housing  
 Contract: 19000310/PDUT1301  
 Date: June \_\_, 2014

Further Credit ABA: 261170290  
 Beneficiary Name: Proteus On-Demand Facilities, LLC  
 6727 Oak Ridge Commerce Way  
 Austell, GA 30168  
 Beneficiary Account No.: 122150

Or by check to: Proteus On-Demand Facilities LLC  
 6727 Oak Ridge Commerce Way SW  
 Austell, GA 30168

This proposal constitutes an offer from the Company to the Customer on the terms and conditions set forth herein, which is open for acceptance until 5:00 p.m., Atlanta, Georgia time, on June 15, 2014 by which deadline the Company must have received an unaltered counterpart of this Agreement with the Customer's written acceptance in the space provided below. If this proposal is not so accepted by such deadline, this proposal shall lapse and be of no further force or effect.

Once again, thank you for choosing Proteus On-Demand Facilities LLC. We look forward to working with you on this project and any future projects.

Kind Regards,

Monte Alsup  
 Proteus On-Demand Facilities LLC\*  
 770-333-1886

\* Proteus On-Demand Facilities, LLC is not an agent, division, subsidiary or affiliate of any De Boer company.

Accepted this \_\_\_\_ day of June, 2014.

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Customer's Authorized Representative



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

As part of the Agreement, the Company rents to the Customer the following materials:

**EXHIBIT A**

**TEMPORARY INMATE FACILITIES**

1	x	49' x 164'	8070 sq. ft. Proteus 625 K Structure (15/325/5 x 50m)
1	x	49' x 164'	8070 sq. ft. Cassette Floor System
1	x		8070 sq. ft. Carpet (color: tbd)
1	x	65' 7" x 131' 2"	8596 sq. ft. Proteus 625 K Structure (20/325/5 x 40m)
1	x	65' 7" x 131' 2"	8596 sq. ft. Cassette Floor System
1	x		8596 sq. ft. Carpet (color: tbd)
16	x		Single Doors
1	x		Covered Walkway
4	x		Standard Safety Package (exit lights and fire extinguishers)
20	x		Windows
4	x		Fluorescent Day / Night Lighting
100	x		Double Bunk Beds
200	x		Detention Grade Mattress w/pillow
32	x		Folding Dining Tables w/ stackable chairs
2	x		Insulated Walls
4	x		IDS ADA Shower Restrooms - 6 Shower Heads/6 sinks/5 toilets
2	x		Guard Station
2	x		Multi-Purpose Areas
1	x		Fencing
1	x		Camera System

**FIRE SAFETY**

2	x	Temporary Fire Sprinkler System w/ smoke detectors
2	x	Temporary Fire Alarm System

**HVAC**

4		HVAC systems
---	--	--------------

**LABOR, EQUIPMENT AND SERVICES FOR ERECTION & DISMANTLE:**

**INCLUDED:**

Proteus Foreman & Structure Builders  
Travel Expenses



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_, 2014

Round-trip Transportation  
Forklift & misc. tools  
Excluded:  
Permitting  
Site Prep and Utility Connections  
Foundation Improvements

Proteus On-Demand Facilities, LLC is a non-union company and any additional costs by using union-labor will be billed to the customer.

**EXHIBIT B**

Amount and description	Price in USD
<hr/>	
TOTAL AMOUNT (INCLUDING ESTIMATED LABOR COST OF \$0.00)	\$4,913,308.80
Net Total	\$4,913,308.80
New York State Tax	Exempt
Dutchess County Taxes	<u>Exempt</u>
Total	<u>\$4,913,308.80</u>

**OVERVIEW OF PAYMENT CONDITIONS:**

Contract Mobilization. Invoice NO. 19000310.1

Net Total	\$1,228,326.70
New York State Tax	Exempt
Dutchess County Taxes	Exempt
Total	<u>\$1,228,326.70</u>

Payment condition: Payment due upon execution of contract

➤ Invoice No. <u>19000310.2</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
Total	<u>\$ 307,081.84</u>

Payment condition: Payment due on January 1, 2015



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_\_\_, 2014

➤ Invoice No. <u>19000310.3</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 307,081.84
	=====

Payment condition: Payment due on April 1, 2015

➤ Invoice No. <u>19000310.4</u> will be sent to you for an amount of	\$307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 307,081.84
	=====

Payment condition: Payment due on July 1, 2015

➤ Invoice No. <u>19000310.5</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 307,081.84
	=====

Payment condition: Payment due on October 1, 2015



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_, 2014

➤ Invoice No. <u>1900310.6</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 307,081.84
	=====

Payment condition: Payment due on January 1, 2016

Invoice No. <u>19000310.7</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 307,081.84
	=====

Payment condition: Payment due on April 1, 2016

➤ Invoice No. <u>19000310.8</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 307,081.84
	=====

Payment condition: Payment due on July 1, 2016



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_, 2014

➤ Invoice No. <u>19000310.9</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
Total	\$ 307,081.84
	=====

Payment condition: Payment due on October 1, 2016

➤ Invoice No. <u>19000310.10</u> will be sent to you for an amount of	\$ 307,081.84
New York State Tax	Exempt
Dutchess County Taxes	Exempt
Total	\$ 307,081.84
	=====

Payment condition: Payment due on January 1, 2017



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

➤ Invoice No. 19000310.11 will be sent to you for an amount of \$ 307,081.84

New York State Tax Exempt

Dutchess County Taxes Exempt

Total \$ 307,081.84

Payment condition: Payment due on April 1, 2017

➤ Invoice No. 19000310.12 will be sent to you for an amount of \$ 307,081.84

New York State Tax Exempt

Dutchess County Taxes Exempt

Total \$ 307,081.84

Payment condition: Payment due on July 1, 2017

➤ Invoice No. 19000310.13 will be sent to you for an amount of \$ 307,081.84

New York State Tax Exempt

Dutchess County Taxes Exempt

Total \$ 307,081.84

Payment condition: Payment due on October 1, 2017



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_, 2014

Extension year 4

➤ Invoice No. 19000310.14 will be sent to you for an amount of	\$ 216,992.50
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 216,992.50
	=====

Payment condition: Payment due on January 1, 2018

➤ Invoice No. 19000310.15 will be sent to you for an amount of	\$ 216,992.50
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 216,992.50
	=====

Payment condition: Payment due on April 1, 2018

➤ Invoice No. 19000310.16 will be sent to you for an amount of	\$ 216,992.50
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 216,992.50
	=====

Payment condition: Payment due on July 1, 2018



Project: Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_, 2014

➤ Invoice No. 19000310.17 will be sent to you for an amount of	\$ 216,992.50
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	<hr/>
Total	\$ 216,992.50
	<hr/> <hr/>

Payment condition: Payment due on October 1, 2018  
Extension year 5

➤ Invoice No. 19000310.18 will be sent to you for an amount of	\$ 217,175.00
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	<hr/>
Total	\$ 217,175.00
	<hr/> <hr/>

Payment condition: Payment due on January 1, 2019

➤ Invoice No. 19000310.19 will be sent to you for an amount of	\$ 217,175.00
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	<hr/>
Total	\$ 217,175.00
	<hr/> <hr/>

Payment condition: Payment due on April 1, 2019



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

➤ Invoice No. 19000310.20 will be sent to you for an amount of	\$ 217,175.00
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 217,175.00
	=====

Payment condition: Payment due on July 1, 2019

➤ Invoice No. 19000310.21 will be sent to you for an amount of	\$ 217,175.00
New York State Tax	Exempt
Dutchess County Taxes	Exempt
	_____
Total	\$ 217,175.00
	=====

Payment condition: Payment due on October 1, 2019



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

## EXHIBIT C

### TERMS AND CONDITIONS OF TEMPORARY STRUCTURE SERVICES AGREEMENT

The following terms and conditions of Temporary Structure Services Agreement (the "Terms") are made an integral part of the Agreement between Proteus On-Demand Facilities, LLC, a Georgia limited liability company, (the "Company"), and Dutchess County (the "Customer") respecting the rental of temporary structures and, as applicable, flooring, carpeting, lighting, electrical, HVAC, items of interior design and related equipment and other tangible items (collectively, the "Temporary Structure") and, as applicable, labor, transportation, storage, inspection, erection, installation, repair, disassembly, removal, supervision, consulting or other services (hereinafter "Services") to or for the benefit of the Customer, all as more fully set forth in Exhibit A to this Agreement. The Company's obligations under this Agreement are expressly conditioned on Customer's assent to these Terms, which shall become effective and are accepted by Customer upon execution of Customer's acceptance of this Agreement, regardless of whether Customer or the Company executes a copy of these Terms.

1. SCOPE: This Agreement, including these Terms, shall be conclusive in determining the rights and obligations of the Company and Customer. All orders from Customer to the Company shall be subject to acceptance by the Company, in the Company's discretion, at its home office in Atlanta, Georgia. Data, such as illustrations, drawings or specifications, shall be considered approximations, unless the Company has specifically stated otherwise in writing. Design drawings shall be prepared for submission to the SCOC for approval of the temporary housing structure plan. The Company reserves the right to make changes in the design and specifications of the Temporary Structure to be supplied, provided such changes do not materially impair the operation or durability of the Temporary Structure and do not alter the Hand-Over date or the price, and provided further that the Company obtains the approval of New York State Commission of Correction and notifies Customer.
2. RENTAL PRICE AND PAYMENT TERMS: Except for the liquidated damages provision of Paragraph 6 herein, Customer shall, without offset or deduction, pay the price shown on the face of the Agreement for the Temporary Structure and Services agreed to be provided, plus all applicable federal, state, and local sales, use, excise, or other similar taxes. Customer agrees to pay all expenses of collection, including reasonable attorneys' fees and costs, if amounts owing by Customer are collected by or through an attorney at law. Unless specifically stated, the price does not include the cost of connection to an electricity supply or the cost of electricity, fuel or other form of



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

power or energy source used, all of which shall be Customer's obligation and at Customer's expense.

3. **CUSTOMER'S SITE OBLIGATIONS:** The Company shall provide personnel on the Site on which the Temporary Structure will be erected or installed (hereinafter the "Site") to effect delivery and installation. Accordingly, Customer's authorized representative shall be available at all reasonable times to consult with and to give any necessary instructions to the Company's employees and subcontractors. Company has visually inspected the Site (but has not performed any sub-surface inspection) and determined (as limited by the visual inspection) that the Site was suitable and accessible for the Temporary Structure to be erected thereon as of the time of such inspection. If the Site, because of bad weather or otherwise, is or becomes inaccessible, Customer shall provide at the Company's request such special planking and equipment necessary for delivery and removal of the Temporary Structure. Customer, at its expense and as a condition to the Company's obligations under this Agreement, shall obtain and have all necessary licenses, permits, consents and permissions and the costs attendant thereto (collectively, the "Permits") required from all relevant persons including, without limitation, all owners, occupiers, governmental bodies and authorities, for the delivery, installation, use and removal of the Temporary Structure and the use of the Site and any access thereto and are the ultimate responsibility of the Customer and Customer shall pay all necessary fees and charges anticipated and required by Paragraph 38 herein; provided however that the Company shall provide reasonable assistance to Customer to obtain such Permits. Customer shall be responsible for identifying all necessary Permits and Company shall assist Customer to insure seamless coordination of all efforts to obtain said Permits as required by Paragraph 38 herein. Customer hereby acknowledges that the Company will anchor the temporary structures into the ground of the Site using 3' to 4' anchor pins. Accordingly, Customer shall be responsible for clearly marking to indicate to the Company prior to delivery and installation of the Temporary Structure the precise location of any utilities, pipes, wires, cables, drains, ducts, or other service media running through or adjacent to the Site or the access area thereto, and the Company may assume that the absence of any markings or other indications is evidence of the lack of presence of any such facilities. The Company shall communicate and coordinate with such contractors and sub-contractors as may be necessary to assure knowledge of such locations.
  
4. **DELIVERY:** The Company will deliver the Temporary Structure and Services to the designated Site upon the Company's receipt of all such payments that are due and payable on or prior to the Hand-Over date pursuant to this Agreement and such documents, Permits and data deemed reasonably necessary by the Company for it to



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_\_\_, 2014

perform its obligations hereunder. Customer specifically agrees that the Company shall have no obligation to deliver, install or turn over the Temporary Structure or Services to Customer unless Customer has fully complied with this Agreement, including all payment obligations to the Company hereunder. The times for shipment, delivery, erection, installation, inspection, disassembly, and removal (where applicable) are the Company's best estimate, except for the Hand-Over date of December 31, 2014 (subject to delay in approval of the Plans or for unforeseen circumstances). The Company will seek to comply with such estimated times but such times are not guaranteed, and are not binding in the event of unforeseen circumstances, including but not limited to Customer's breach of this Agreement, acts of God, war, insurrection, government authority, regulation, permitting, labor disputes, third party interference on Site, delay of essential materials, lack of Site readiness, events beyond the Company's reasonable control or other delay, suspension or interference with the Company's work as a result of act or omission of Customer or its agents, employees or contractors.

5. CUSTOMER CANCELLATION OPTION: Prior to Hand-Over, Customer may cancel this Agreement without cause in its entirety at any time by giving the Company written notice of cancellation. If this Agreement is cancelled without cause pursuant to this Paragraph 5, Customer agrees to reimburse the Company for its time and expense in the design and construction of the Temporary Structure and Services and to pay the Company a cancellation fee as follows:

- More than 3 months prior to the "Start Build" date, pay 25% of contract price
- Three months or less but prior to the "Start Build" date, pay 50% of the contract price
- On or after the "Start Build" date, pay full contract price

All partial contract payments that have been received by the Company will be credited against the cancellation fee. Payment of the cancellation fee, if not previously paid, will be due and payable in full with delivery of the cancellation notice, failing which such notice shall be void and of no effect whatsoever.

6. INSTALLATION: The Company will commence such installation after the Site, surface and ground have been made ready by Customer, all necessary Permits have been obtained and delivered to the Company, and all applicable construction and preliminary work has been completed. Customer shall be responsible for identifying all necessary Permits and



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_\_\_, 2014

Company shall assist Customer to insure seamless coordination of all efforts to obtain said Permits as required by Paragraph 38 herein. The Company shall conduct such Site inspection as it deems necessary to satisfy itself that the Site is ready for the installation of the temporary housing structure and that there is ample Site space for the efficient delivery and storage of the Temporary Structure. The Company shall not be required to work overtime or to provide service except as expressly required under these Terms, unless Customer and the Company agree to the terms for additional work against a separate invoice or to make up for a delay due to the Company or its agents. Installation will end in Hand-Over. The Company acknowledges that time is of the essence with respect to Hand-Over. "Hand-Over" is the moment that Company completes all construction, installation and all other work required of the Company under this Agreement in accordance with the Plans. If the plumbing, power, or any other work the Customer provides is not completed at Hand-Over, the Company will remain an active participant providing reasonable assistance to Customer for Customer's or its contractors' completion of such work. The Company shall coordinate with the Customer and the Customer's Site Utility/Site Architect/Engineer and Site Utility Contractor with respect to the plumbing, power and any other final connection work the Customer provides as per this Agreement. In the event New York State Commission of Correction determines that the Temporary Structure has not been fabricated or erected in accordance with the plans prepared by or at the behest of the Company, the Customer shall so notify Company in writing. The Company shall have 30 days to correct or otherwise cure the failure to follow such plans. If Company breaches its obligation under this Agreement to deliver the Temporary Structure in accordance with the Plans in the schedule provided for in this Agreement, Company shall pay Customer \$3,365.28 per day for each day of delay beyond the 30 day cure period as liquidated damages; provided such liquidated damages will be reduced pro-rata to the extent a portion of the Temporary Structure (including the use of one of the structures) is available for use by Customer. The parties agree that quantifying losses arising from Company's delay is inherently difficult insofar as delay may impact inmate access to family and community supports and services which are intended to reduce recidivism and thereby increasing costs to the Customer and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the parties' experience in the Correction industry and given the nature of the losses that may result from delay. This provision shall only apply in the event of delay caused by the failure of the New York State Commission of Correction to approve the fabrication or erection of the Temporary Structure as a result of the Company's failure to follow the Plans.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_\_\_, 2014

7. RISK OF LOSS AND ACCEPTANCE: The risk of loss as to the Temporary Structure passes to Customer upon Hand-Over of the Temporary Structure, provided that if Customer takes possession of the Temporary Structure prior to the Hand-Over, risk of loss passes as of the date of Customer's possession, irrespective of whether the Company is required to render additional services under these Terms, such as installation or removal. Company shall provide Customer with written notice of Hand-Over, which will trigger risk of loss transfer. Customer's risk of loss ends when the Customer has vacated the temporary housing facility upon termination of this Agreement (subject to payment by Customer of any applicable termination fee), surrendered it to the Company for removal, and provided Company with sufficient access to the Site to remove the Temporary Structure. No loss or damage to the Temporary Structure or any part thereof shall impair Customer's payment obligation hereunder unless such damage or loss is solely caused by the Company. Customer is deemed to accept the Temporary Structure delivered unless Customer promptly gives written notice to the Company of any claim that the Temporary Structure do not conform or are otherwise unacceptable.
  
8. TITLE TO AND CARE OF TEMPORARY STRUCTURE: The Company is renting the Temporary Structure to Customer. All right, title and interest in and to the Temporary Structure shall remain in the Company, or its suppliers, and Customer shall take no action inconsistent therewith. Except with the express prior written consent of the Company, Customer shall not move the Temporary Structure, or tamper with, or alter, or paint, treat, hang or attach anything to, or remove any label, signage or other thing from the Temporary Structure. Customer shall not suffer or permit any lien or other encumbrance to attach to the Temporary Structure. Customer shall provide adequate security for the safekeeping of the Temporary Structure until removal and shall protect the Temporary Structure from damage and loss and shall keep the Temporary Structure in good condition reasonable wear and tear as a housing unit for inmates excepted. Customer shall be liable to the Company for any diminution in value of the Temporary Structure due to loss, damage, lack of care or otherwise, normal wear and tear as a housing unit for inmates excepted. Customer acknowledges that the Temporary Structure and each component thereof will be used for an incarceration facility and agrees to exercise reasonable care with respect to such Temporary Structure and each component thereof commonly exercised with such use. Customer shall ensure that the Temporary Structure and each component thereof are used solely for their intended purpose and for no other purposes.
  
9. PERSONAL PROPERTY/NO FIXTURE: The Temporary Structures are, and shall at all times be and remain, personal property, notwithstanding that some or all of the



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

Temporary Structure may now be, or hereafter become, in any manner affixed or attached, or embedded in, or permanently resting on, real property or any building thereon, or attached to real property by means of asphalt, cement, plaster, stakes, nails, plates, bolts, screws or otherwise. In connection with this paragraph, Customer agrees to execute and to have and arrange for the owner of the Site, if such owner is not Customer, to execute in favor of the Company a notarized and recordable consent, waiver and notice to the public in such form as may be required by the Company.

10. SUBORDINATION: The Company shall have the unrestricted right to assign, or encumber all or any part of the Temporary Structure or any interest therein. The Customer's obligations under this Agreement shall not be affected by any assignment, financing, or encumbrance and Customer shall become obligated to anyone who thereby becomes the successor to the Company's interest in this Agreement, subject to the Customer's rights under this Agreement. This Agreement is subject and subordinate to any and all loans or other encumbrances now or thereafter on the Temporary Structure. Such subordination shall be self-operative without the necessity of any further instrument, but if requested by Company, Customer shall promptly execute and deliver to Company any instrument Company may reasonably request to evidence the subordination of this Agreement to such financings or to acknowledge the assignment of this Agreement as additional security for such financings.
  
11. WARRANTY, DISCLAIMER AND LIMITATION OF REMEDIES: The Company warrants title to all the Temporary Structures being rented and that all such Temporary Structures will be free from defects in material and workmanship. The Company acknowledges that the Temporary Structure is to be used as a jail to house inmates and warrants that the Temporary Structure will be fabricated, erected, and structurally function in accordance with the Plans as approved by the New York State Commission of Correction. The Company's warranty does not cover defects or deficiencies due to or arising out of (1) Improper, abnormal, or negligent handling, operation, maintenance, overloading, or use; (2) Improper site conditions, terrain, topography or foundation; (3) Improper installation, not performed by the company or its agents; (4) Extreme weather; or (5) Tampering, alteration, or repair by Customer or third parties without the express prior written consent of the company. The warranties set forth above are the sole and exclusive warranties and are expressly in lieu of any and all other warranties express or implied, including the implied warranties of merchantability and fitness for any particular purpose, which are hereby disclaimed. Customer's sole and exclusive remedy for breach of warranty is limited to repair and replacement at the Company's option.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

12. LIMITATION OF LIABILITY: In no event shall either party be liable to the other party in any manner for any indirect, incidental, or consequential damages, including but not limited to damages or losses arising out of shut-downs, inoperability of the Temporary Structure or services, operating labor, overhead, loss of production or raw materials, production of below-standard products or loss of profits whether arising out of contract or otherwise. Customer further agrees that the aggregate liability of the Company with respect to all claims against it under this Agreement shall not exceed available insurance or the total contract price of this Agreement, whichever is greater.
13. DISASSEMBLY/REMOVAL: Unless otherwise provided herein, the Company will, promptly on and after the "Start Dismantle" date set forth in this Agreement, disassemble the Temporary Structure and remove the Temporary Structure from the Site, subject to delays only beyond the Company's reasonable control. Customer agrees that at all reasonable times the Company or its representatives or subcontractors shall have access to the Site where the Temporary Structure are located to disassemble and remove such Temporary Structure. Customer shall be responsible for any damage (other than damage caused by the negligence of the Company) to the Site or any land, building or other property by the installation, use or removal of the Temporary Structure and shall indemnify and defend the Company against any loss, cost, liability, claim or expense, including, without limitation, attorneys' fees and court costs, made in respect of such damage. Company shall remove the trash and debris associated with the removal of the Temporary Structure by the Company.
14. INSURANCE/INDEMNITY: So long as the risk of loss to the Temporary Structure is borne by Customer pursuant to Paragraph 7 of these Terms, the Customer shall keep the Temporary Structure insured against all risk of loss or damage from every cause whatsoever that is normally covered under an All-Risk Property Insurance Policy for not less than the full replacement value of \$8,000,000.00 with a deductible of not greater than \$250,000. Within ten (10) days after Customer's acceptance of this Agreement, Customer will provide the Company with evidence satisfactory to the Company of the existence of the foregoing insurance and of the payment of premiums therefore for a period extending to or beyond the term of the Agreement, and the Company shall not be obligated to commence its work hereunder until such evidence is received. The proceeds of any insurance shall be applied toward the replacement, restoration or repair of the Temporary Structure, and the Company agrees to be included as a Loss Payee on the Customer's property insurance policy, but only to the extent of coverage provided for said Temporary Structure. Customer shall be liable to the Company for any diminution in value of the Temporary Structure due to loss, damage, lack of care or otherwise, normal



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

wear and tear expected in a detention facility excepted. Customer further agrees to indemnify, defend and hold harmless, to the extent provided under New York law, the Company for any and all loss, cost, liability, claim and expense (including, without limitation, attorney's fees and court costs) arising from (i) any breach of the Agreement by Customer, or (ii) injury to persons or damage to property as a direct or indirect result of any act, error, omission or conduct of any person occurring on the Site from and after the "Hand-Over" date and prior to the "Start Dismantle" date, unless directly or indirectly caused by the negligence of the Company.

15. CONFIDENTIALITY: The Company does not hereby convey or transfer to Customer or any other person any ownership, title, copyright, patent or intellectual property rights in and to information, quotations, drawings and documents (collectively, the "Property") furnished by the Company or produced in the performance of this Agreement. Possession by Customer of the Property does not convey any permission to design or manufacture any Temporary Structure depicted thereby or otherwise use the Property other than in connection with the performance of this Agreement. The Property is proprietary and confidential data and shall not be disclosed by Customer to any third party during the term of this Agreement and thereafter for a period of four (4) years from the earlier of its termination, cancellation, completion or other extinguishments unless required by law, regulation or statute. The Company undertakes not to disclose to third parties, except upon the prior approval of Customer, any confidential plans or specification delivered by Customer to the Company, which have been plainly marked by Customer as confidential. For purposes of this paragraph, confidential information does not include information that (i) now is, or hereafter becomes, publicly known through no fault of the disclosing party, (ii) was in the possession of the disclosing party before or at the time of disclosure and was not previously obtained from the other party, (iii) otherwise lawfully becomes available to the disclosing party from another source, or (iv) or any information required to be disclosed by lawful judicial mandate or pursuant to New York Freedom of Information Law or similar law.
  
16. TERMINATION: In the case of the Company: if the Customer fails to pay any installment of the total contract price to the Company when due under this Agreement, the Company shall provide written notice of such failure by Certified Mail Return Receipt Requested to The Dutchess County Attorney, 22 Market Street, Poughkeepsie, New York 12601 and to The Sheriff of Dutchess County, 150 North Hamilton Street, Poughkeepsie, New York 12601. If said failure is not cured within thirty (30) days of receipt of said letter, the Company may terminate this Agreement. Upon termination by the Company for Customer's failure to make a payment hereunder, Customer shall in no



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

event recover any monies paid to the Company, and Customer shall remain liable to the Company for the full contract price. The remedies described in this Paragraph 16 shall be in addition to any other remedies the Company may have at law or in equity.

17. MISCELLANEOUS: Customer shall use and shall require its employees and others coming in contact with the Temporary Structure to use safe operation procedures in and around the Temporary Structure. Customer specifically agrees to maintain the Temporary Structure in compliance with all laws and regulation of any and all government agencies or authorities having jurisdiction with respect to the installation and use of the Temporary Structure. Customer further agrees to notify the Company promptly in writing of any accident or malfunction involving the Temporary Structure or Services, that results in personal injury or damage to property and to at all times cooperate fully with the Company and others in investigating and determining the causes of such accident or malfunction.
  
18. BINDING EFFECT; ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned by either party without the prior written consent of the other party. It is acknowledged and agreed that the Company may contract with independent contractors and subcontractors to supply some or all of the Temporary Structure and Services, but that the Company will remain obligated for the performance of such Temporary Structure and Services pursuant to the terms of this Agreement. The Company will inform Customer of the identity of a subcontractor under this Agreement within fifteen (15) days following the engagement of such subcontractor by the Company.
  
19. WAIVER: Failure by a non-breaching party to give any notice of breach as specified under Paragraph 16 or otherwise herein, or any failure to insist upon strict performance of any of the terms of this Agreement, shall not constitute a waiver of any such breach or of any of the terms of this Agreement. No breach shall be waived, nor shall any duty to be performed be altered or modified, except by written instrument signed by the party against whom such waiver, alteration or modification is sought to be enforced. One or more waivers or failure to give notice of breach shall not be considered as a waiver of a subsequent or continuing breach of the same covenant or obligation. Either party's waiver of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive the other party's right thereafter to enforce and compel strict compliance with every term and condition hereof.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

20. **TAXES:** Customer shall reimburse the Company for all applicable excises, use or sales taxes, or other charges, which the Company may be required to pay to any government (national, state, or local) upon, or measured by, the sale, transportation or use of any Temporary Structure rented or Services provided hereunder. However, Customer will not be liable for income tax or tax based on the capital of the Company. Customer is exempt from New York State Sales Tax and shall provide a Certificate of Sales Tax Exemption to Company. Notwithstanding the foregoing, if, despite Customer's exemption from sales tax, any sales tax or property tax is assessed or owed with respect to payments to the Company under this Agreement or Customer's use of the Temporary Structure (after Company has exhausted its administrative remedies to challenge such taxes), Customer will reimburse Company for sales or property tax paid by the Company.
21. **SURVIVAL:** The provisions of this Agreement shall survive the expiration or termination of this Agreement.
22. **SEVERABILITY:** All provisions of these Terms are severable and divisible and if any term or provision of these Terms should be held invalid or unenforceable for any reason, such term or provision shall be void to the extent of such invalidity or illegality, without invalidating any of the remaining terms and conditions of this Agreement.
23. **GOVERNING LAW VENUE:** All controversies and disputes arising out of or under this Agreement shall be determined pursuant to the laws of the State of New York, regardless of applicable principles of conflicts of laws. The parties hereby chose the New York State Supreme Court, Dutchess County as the exclusive venue for any disputes under this Agreement.
24. **NOTICES:** All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) transmitted to the then designated fax number of the party intended (with a hard copy sent the next business day by any of the methods permitted in this Paragraph), (iv) rejected at the then designated address of the party intended, provided such Notice was sent prepaid, (v) sent by nationally recognized overnight courier such as FedEx, or (vi) by United States Certified Mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended. The initial addresses and facsimile numbers for the parties shall be:



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

If to the Company:

Proteus On-Demand Facilities, LLC  
6727 Oak Ridge Commerce Way  
Austell, GA 30168  
Attn: Theo den Bieman  
Fax: (404) 333-9892

With a copy to:

Parker, Hudson, Rainer & Dobbs LLP  
1500 Marquis Two Tower  
285 Peachtree Center Avenue, N.E.  
Atlanta, Georgia 30303  
Attn: Kenneth H. Kraft, Esq.  
Fax: (404) 522-8409

If to Customer:

James M. Fedorchak  
Dutchess County Attorney  
22 Market Street  
Poughkeepsie, NY 12601

George Krom  
Correction Administrator  
150 North Hamilton Street  
Poughkeepsie, NY 12601

Adrian H. Anderson  
Dutchess County Sheriff  
150 North Hamilton Street  
Poughkeepsie, NY 12601

Noel H.S. Knille  
Commissioner of Public Works  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603

Upon at least three (3) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

25. ENTIRE AGREEMENT: This Agreement, including these Terms and the other documents made a part of this Agreement by express reference, constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces and supersedes all prior quotations, telephone orders, purchase orders, order acknowledgements, contracts, proposals and representations of every kind and character respecting the subject matter of this Agreement that are not incorporated into and expressly made a part of this Agreement; provided, however, that this Agreement does not supersede the Consulting Agreement. This Agreement shall not be modified or amended except by express written amendment signed by the duly authorized representatives of both the Company and the Customer.
26. CAPTIONS: All captions, headings, paragraph and subparagraph numbers and letters, and other reference numbers or letters are solely for the purposes of facilitating reference to this Agreement and these Terms and shall not supplement, limit or otherwise vary in any respect the text of this Agreement or the Terms. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of these Terms. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder" and other terms of like or similar import shall be deemed to refer to this Agreement as a whole, and not to any particular portion thereof.
27. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the parties may execute and exchange by facsimile counterparts of the signature pages.
28. RIGHTS CUMULATIVE: Except as expressly limited by the terms of this Agreement, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
29. INTERPRETATION: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having been or being deemed to have structured, drafted or dictated such provision.
30. INDEPENDENT CONTRACTOR STATUS. The Company agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the Customer, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the Customer on behalf of the Company or its



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

employees; that the Company shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the Customer; that the Company shall have no workers' compensation or disability coverage through the Customer for the Company or its employees, and that the Company shall not be entitled to make any claim against the Customer for these or any other rights or privileges of an officer or employee of the Customer.

31. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Company and its sub-contractor(s), if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the Customer, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York. In the event the statute does not require coverage of the Company, the Company must complete NYS Workers' Compensation Board Form CE-200 and provide the Customer with a certificate of attestation of exemption.
- (b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The Customer must be listed as additional insured.
- (c) Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. The Customer must be listed as additional insured.
- (d) Excess/Umbrella Liability with limits not less than \$9,000,000 per occurrence; \$9,000,000 in the aggregate. The County must be listed as additional insured. Acceptable proof of the County's additional insured status may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate

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

Dutchess County Attorney



Project: . Dutchess County Temporary Inmate Housing  
Contract: 19000310/PDUT1301  
Date: June \_\_, 2014

County Office Building  
22 Market Street  
Poughkeepsie, New York 12601

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to the commencement of any work under this Agreement, which approval will not be unreasonably withheld, conditioned, or delayed.

On receipt of such notice, the Company shall replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement. Failure of the Company to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Company from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Company concerning indemnification.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York. In addition, every policy in this Paragraph 31 shall be primary insurance and any insurance carried by Customer, its officers, or its employees shall be excess and not contributory insurance to the policies carried by the Company under this Paragraph 31. The additional insurance endorsement for the General Liability insurance required above shall not contain any exclusion for bodily injury or property damage. The Company and its subcontractor(s), if any, shall be solely responsible for the deductible losses under each of the policies listed in this Paragraph 31. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

32. QUALIFICATIONS OF COMPANY. The Company specifically represents that it and its officers, employees, agents, servants, consultants and subcontractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.
33. DECLARATION BY COMPANY. The Company declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

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

Contractor will not discriminate because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and will comply with all federal, state, and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

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

36. NOTICE OF INTENT TO SUE. (a) The Company agrees that at least ninety (90) days prior to commencing suit against the Customer for any matter arising directly or indirectly out of this Agreement (other than a suit for failure to make payments under this Agreement, which will not be subject to this Paragraph 36), the Company shall provide to the Customer a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which the Company believes itself entitled. (b) the Customer shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Company, of the Customer's choice, as to any matter arising under this Agreement within the 90 day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the Customer must be commenced within one year of the event which gives rise to liability.

37. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Company at the address indicated in the introductory paragraph of this Agreement.

38. SEAMLESS COORDINATION WITH NEW YORK STATE COMMISSION OF CORRECTION AND CUSTOMER'S CONSULTANTS AND CONTRACTORS.



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

- a. COORDINATION WITH CUSTOMERS CONSULTANTS, CONTRACTORS AND EMPLOYEES - Pursuant to this Agreement, Company is required to perform a majority but not all of the work necessary to deliver the Temporary Structure as a "turnkey" structure for occupancy. By way of example, Customer is responsible for site work and utility hook-up and the Temporary Structure must be approved for occupancy by the New York State Commission of Correction. The Company agrees to use its best efforts to coordinate its work with the work of Customer's consultants, contractors and employees as well as the New York State Commission of Correction in an integrated and seamless manner. To facilitate such coordination the Company and its subcontractors have received, reviewed, and accepted for purposes of the Company delivering and installing the Temporary Structure the scope of work to be performed by LaBella Associates, D.P.C., 300 State Street, Suite 201, Rochester, NY 14614, Morris Associates, 9 Elks Lane, Poughkeepsie, NY 12601 and Swartz Architectural Group, P.C., 134 Academy Street, Poughkeepsie, NY 12601. A copy of the Scope of Services to be performed by the above mentioned consultants is attached hereto as Exhibit "D" and incorporated herein by reference. The Company represents that to its knowledge that the materials and work described by this Agreement together with the materials and work described in Exhibit "D" represent all of the work and materials necessary to complete the structural aspects (but not any items related to the operations of the Temporary Structure by Customer, such as staffing) of the Temporary Structure and fully identifies the entity responsible for performing and/or providing the work or materials. Finally, the Company will remain an active participant in the project until the fabrication and erection of the Temporary Structure (but not any items related to the operations of the Temporary Structure by Customer, such as staffing) has been accepted by Customer and the New York State Commission of Correction.
  
- b. COORDINATION WITH NEW YORK STATE COMMISSION OF CORRECTION - The Company acknowledges that the Temporary Structures, which are the subject of this Agreement, are intended to be used as inmate housing in accordance with the Memorandum of Agreement between the New York State Commission of Correction, the Dutchess County Executive and the Dutchess County Sheriff. A copy of which is attached as Exhibit "E" and incorporated herein by reference. The Company further acknowledges that the Temporary Structures, which are the subject of this Agreement, cannot be used as inmate housing without the express written approval of the New York State Commission of Correction. Company agrees to consult with Customer as



Project: Dutchess County Temporary Inmate Housing

Contract: 19000310/PDUT1301

Date: June \_\_, 2014

reasonably necessary for Customer to keep the New York State Commission of Correction apprised of the progress of the project. Coordination and communication with the New York State Commission of Correction is an essential element of this Agreement. The Company shall take the lead in assisting Customer in all negotiations (but not any negotiations for items related to the operations of the Temporary Structure by Customer, such as staffing) for the acquisition of the variance from the New York State Commission of Correction.

[SIGNATURES ON FOLLOWING PAGE]

READ, UNDERSTOOD AND AGREED

This \_\_ day of \_\_\_\_\_, 2014.

CUSTOMER:

COMPANY:

PROTEUS ON-DEMAND FACILITIES, LLC\*

By: \_\_\_\_\_

By: \_\_\_\_\_

(Title)

(Title)

\*Proteus On-Demand Facilities, LLC is not an agent, division, subsidiary or affiliate of any De Boer company.

EXHIBIT "D"

SCOPE OF SERVICES

COUNTY WITH MORRIS ASSOCIATES ENGINEERING CONSULTANTS, PLLC  
RFP-DCP-63-13 - Dutchess County Jail Temporary Inmate Housing Structures  
Architectural and Engineering Services for the Design & Implementation of the Site and Site  
Utility Services for the Dutchess County Jail Temporary Inmate Housing Structures,  
150 N. Hamilton St., Poughkeepsie, New York

SUBCONSULTANT AGREEMENTS

MORRIS ASSOCIATES ENGINEERING CONSULTING PLLC WITH  
THE SWARTZ ARCHITECTURAL GROUP, PC  
RFP-DCP-63-13  
A/E Services – Temporary Inmate Housing Structures  
Dutchess County Jail

MORRIS ASSOCIATES ENGINEERING CONSULTING PLLC WITH  
LA BELLA ASSOCIATES, DPC  
RFP-DCP-63-13  
A/E Services - Temporary Inmate Housing Structures  
Dutchess County Jail  
Proposal Number P130868

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE NEW YORK STATE COMMISSION OF CORRECTION, THE  
DUTCHESS COUNTY EXECUTIVE AND THE DUTCHESS COUNTY SHERIFF**

This Memorandum of Agreement ("MOA") is made and entered into by the New York State Commission of Correction, with its offices located at the Alfred E. Smith State Office Building, 80 South Swan Street, 12th Floor, Albany, New York, 12210 (hereinafter referred to as "SCOC"), the Dutchess County Executive, with offices located at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as "County Executive"), and the Dutchess County Sheriff, with offices located at 150 North Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as "Sheriff").

**WHEREAS**, SCOC consists of a three member commission established by Article XVII, Section 5 of the New York State Constitution and further enabled in Article 3 of the New York State Correction Law with the duty, among others, to enforce the laws and regulations relating to the management and affairs of correctional facilities; and

**WHEREAS**, the Dutchess County Jail constitutes a "local correctional facility," as well as a "correctional facility," as those terms are defined by New York State Correction Law §40; and

**WHEREAS**, the Sheriff, as the Sheriff of Dutchess County, is charged with the custody of all local correctional facilities within Dutchess County pursuant to Correction Law §500-c; and

**WHEREAS**, the County Executive, as Dutchess County Executive, is mandated under Alternative County Government Law §155 to implement and comply with the Laws of New York State; and

**WHEREAS**, the County of Dutchess (hereinafter referred to as the "County") is obligated by County Law §217 to maintain a county jail as prescribed by law; and

**WHEREAS**, pursuant to Part 7040 of Title 9 NYCRR, SCOC is charged with formulating the Maximum Facility Capacity (MFC) for each county correctional facility, a number which represents the greatest number of inmates that may be confined at one time within the facility; and

**WHEREAS**, as formulated and issued in May of 2009, the MFC of the Dutchess County Jail is currently 292 inmates; and

**WHEREAS**, the number of inmates committed to the Dutchess County Jail has exceeded the facility's MFC for more than a decade, resulting in the need to avoid overcrowding through the

daily transfer of hundreds of inmates to the jails of other counties, at a significant expense to the County; and

**WHEREAS**, the County Executive, Sheriff and SCOC individually and collectively acknowledge that it is incumbent upon the County to expeditiously move forward with the planning, financing and construction of new permanent correctional space, either freestanding or as an expansion of the existing facility, that will accommodate the County's current and prospective populations of committed inmates.

**NOW, THEREFORE, IT IS MUTALLY UNDERSTOOD AND AGREED TO** by and between SCOC, the County Executive and the Sheriff that:

1. The County Executive and the Sheriff will proceed with a plan for the acquisition and installation of a modular housing facility, to be sited in the immediate vicinity of the Dutchess County Jail, for the purpose of housing up to two hundred (200) inmates. The SCOC agrees in principle with the use of such a facility subject to the terms and conditions of this Memorandum of Agreement.
2. Prior to the acquisition or installation of such modular housing facility, the County Executive and Sheriff shall obtain project approval from SCOC pursuant to Correction Law §45(10) and 9 NYCRR Part 7001. Plans and specifications of the modular housing facility, as well as all pertinent policies and procedures for the Sheriff's operation thereof, shall be submitted forty five (45) days in advance of the SCOC's monthly meeting at which approval will be sought. A preliminary, good-faith estimate of the number of additional staff necessary to operate such modular housing facility shall be provided to the Sheriff and the County by the SCOC within forty five (45) days of the delivery of the plans and specifications for approval of the modular housing facility to the SCOC.
3. By design, modular housing facilities lack the durability, structural integrity and fortuity of a traditionally constructed, permanent correctional facility. Consequently, SCOC will not approve construction or improvement pursuant to Correction Law §45(10), or grant a rated capacity pursuant to 9 NYCRR Part 7040, that would allow for the permanent use of modular housing as a local correctional facility.
4. At least forty five (45) days prior to the planned date for inmate occupation of the installed modular housing facility, the Sheriff shall make application to the SCOC, pursuant to the procedures set forth in Part 7050 of Title 9 NYCRR, for a variance to the SCOC's MFC regulations that would allow inmate population of the modular housing facility.
5. Pursuant to 9 NYCRR §7050.2(a)(2), the Sheriff's variance application shall state the specific plans, provisions and timetables for achieving compliance with SCOC's MFC regulations by detailing the schedule of the County's planning, financing and construction of new permanent correctional space. Such schedule shall include the following milestones:

- 5/12/2014- Request for modular housing facility funding submitted to and approved by Dutchess County Legislature.
- 6/1/2014 - Project site selection submitted for SCOC approval
- 7/1/2014 - County hires property developer
- 10/1/2014 - County hires jail consultant and architect
- 4/1/2015 - Completion of "Project Definition" study and report, with a copy provided to SCOC
- 11/1/2015 - Design development plans submitted to SCOC for staff review and comment
- 3/1/2016 - "Bid-ready" architectural plans for the construction of permanent correctional space submitted for SCOC approval
- 6/1/2016 - Project groundbreaking
- 1/1/2019 - Project completion

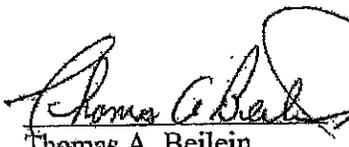
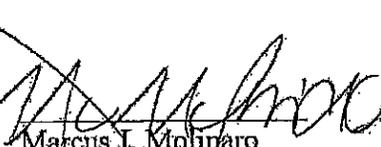
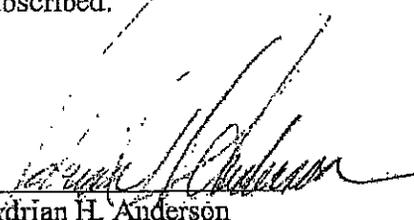
6. Upon receipt of the Sheriff's variance application, SCOC shall conduct an inspection of the installed modular housing units to ensure the provision of safe, secure and habitable inmate accommodations and compliance with all relevant laws and regulations.
7. Upon satisfaction that the installed modular housing units provide safe, secure and habitable inmate accommodations and compliance with all relevant laws and regulations, SCOC shall grant the Sheriff's application for a variance from MFC regulations that would allow the population of the modular housing facility. Pursuant to 9 NYCRR §7050.3(a)(2), the granted variance shall be conditioned upon the County's achievement of the project milestones set forth in the Sheriff's variance application and described in paragraph (5) above. Any such variance may be granted, and thereafter renewed, for time periods which, in the discretion of SCOC, is necessary and convenient to monitor the progress and completion of project milestones.
8. Upon the failure of the County Executive, Sheriff or the County to achieve substantial compliance with the milestones set forth in the Sheriff's variance application, described in paragraph (5) above, SCOC may revoke any variance granted to the Sheriff, requiring the depopulation of inmates from the installed modular housing units. In such an occurrence, the subsequent failure of the Sheriff to depopulate the inmate population

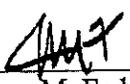
from the installed modular housing units may result in the SCOC seeking judicial enforcement pursuant to the procedures set forth in Article 3 of the Correction Law.

9. The County Executive, Sheriff and the County shall operate and maintain the modular housing units in a manner that provides safe, secure and habitable inmate accommodations and achieves compliance with all relevant laws and regulations. Further, the County Executive, Sheriff and the County shall employ and deploy the number of correction officers and other persons necessary to provide care, custody and control for all prisoners assigned to the modular housing units, such number to be determined by the SCOC as either a condition of the variance or by issuance of a staffing analysis pursuant to Part 7041 of Title 9 NYCRR.
10. Upon the failure of the County Executive, Sheriff or the County to operate and maintain the modular housing units in a manner that provides safe, secure and habitable inmate accommodations and achieves compliance with all relevant laws and regulations, SCOC may revoke any variance granted to the Sheriff, requiring the depopulation of inmates from the installed modular housing units. In such an occurrence, the subsequent failure of the Sheriff to depopulate the inmate population from the installed modular housing units may result in the SCOC seeking judicial enforcement pursuant to the procedures set forth in Article 3 of the Correction Law.
11. Any plan or design for the construction of new permanent correctional space, submitted for SCOC approval by, or on behalf of, the County must depict and propose a facility that will accommodate the County's current and prospective populations of committed inmates.
12. SCOC and its staff shall provide the Sheriff and County Executive with all available advice, assistance, and analysis as may be beneficial in its project planning and construction.
13. Upon the admission of inmates into the project's constructed permanent correctional space, SCOC shall revoke all previously granted variances to its MFC regulations that otherwise allow inmate population of the modular housing facility.
14. This agreement shall not be assigned without the prior written consent of the other parties.
15. This agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior or contemporaneous, oral or written, proposals, understandings, representations, conditions or covenants between SCOC, the Sheriff, the County Executive and the County relating to the subject matter of this MOA. The parties hereto may amend this MOA only by an instrument in writing signed by all parties hereto.

16. This agreement shall be governed by and construed in accordance with the laws of the State of New York.
17. This agreement shall have no effect or otherwise limit SCOC's constitutional and statutory rights and responsibilities to inspect and regulate any local correctional facility within the County pursuant to Article 3 of the Correction Law.
18. This agreement shall become effective on the date of its execution by all parties and shall remain in effect unless terminated by any party upon written notice to all the other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as of the date and year as herein subscribed.

 Thomas A. Beilein Chairman New York State Commission of Correction Date: <u>3/18/14</u>	 Marcus J. Molinaro County Executive County of Dutchess Date: <u>3/4/2014</u>	 Adrian H. Anderson Sheriff County of Dutchess Date: <u>3/4/2014</u>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

  
 James M. Fedorchak  
 County Attorney  
 County of Dutchess  
 Date: 3/4/14

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)	<i>absent</i>	
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		✓
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present:	<u>12/11</u>	Resolution:	<u>✓</u>	Total :	<u>9</u>	<u>2</u>
Absent:	<u>0</u>	Motion:	<u>    </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2014164 AUTHORIZING TEMPORARY STRUCTURE SERVICES AGREEMENT (LEASE) WITH PROTEUS ON-DEMAND FACILITIES LLC IN CONNECTION WITH TEMPORARY INMATE HOUSING AT THE DUTCHESS COUNTY JAIL**

Date: June 3, 2014

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution:   
 Motion:

Total: 18 7  
 Yes No  
 Abstentions: 0

Miccio/Bolner  
 "Call the Question"

6-9-14  
 2014164

# Roll Call Sheets

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

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 20      5  
           Yes           No  
 Abstentions: 0

**2014164 AUTHORIZING TEMPORARY STRUCTURE SERVICES AGREEMENT (LEASE) WITH PROTEUS ON-DEMAND FACILITIES LLC IN CONNECTION WITH TEMPORARY INMATE HOUSING AT THE DUTCHESS COUNTY JAIL**

Date: June 9, 2014

Discussion on Resolution 2014164 proceeded as follows:

Legislator Miccio, duly seconded by Legislator Bolner, called the question.

Roll call on the foregoing motion resulted as follows:

AYES: 18

NAYS: 7 MacAvery, Perkins, Tyner, Amparo, Farley, Strawinski,  
Kelsey

ABSENT: 0

Roll call on the foregoing resolution resulted as follows:

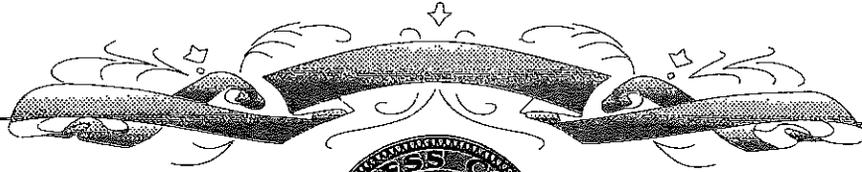
AYES: 20

NAYS: 5 Perkins, Tyner, Amparo, Farley, Strawinski

ABSENT: 0

Resolution adopted.

# Dutchess County Legislature



Commendation: Willa Skinner  
50<sup>th</sup> Anniversary as Town of Fishkill Historian

Legislators Miccio and MacAvery offer the following and move its adoption:

WHEREAS, the Dutchess County Legislature seeks to acknowledge the contributions of individuals that enhance the quality of life in Dutchess County, and

WHEREAS, 50 years ago, in 1964, the Town of Fishkill's Supervisor, Herbert Muller, appointed Willa Skinner to the post of Town Historian, and she has served the Town honorably and continuously ever since, and

WHEREAS, Willa Skinner was a regular contributor for many years to the *Southern Dutchess News* and the *Beacon Free Press*, writing articles on local history, and

WHEREAS, Willa Skinner was also a freelance writer contributing to many magazines, and is a published author having written three works of historical non-fiction on Fishkill history entitled *Signal Fires in the Highlands*, *Remembering Fishkill* and *A History of Fishkill, NY, 1683-1873*, and

WHEREAS, Willa Skinner has been a pivotal member as a founder of the Fishkill Historical Society, and has been a champion for local history and preservation, and

WHEREAS, Willa Skinner is a model municipal historian, as demonstrated by her receiving the Association of Public Historians of New York State's Franklin D. Roosevelt Local Government Historian Professional Achievement Award, and

WHEREAS, Willa Skinner has become a beloved member of the community which she has served, now, therefore be it

RESOLVED, that the Dutchess County Legislature, on behalf of all people of Dutchess County, does hereby commend, congratulate and thank Willa Skinner for her many years of dedication to the people of Fishkill and Dutchess County, and, be it further

RESOLVED, that the Dutchess County Legislature hereby extends its best wishes to Willa Skinner in all her future endeavors.

Resolution No. 2014165  
STATE OF NEW YORK

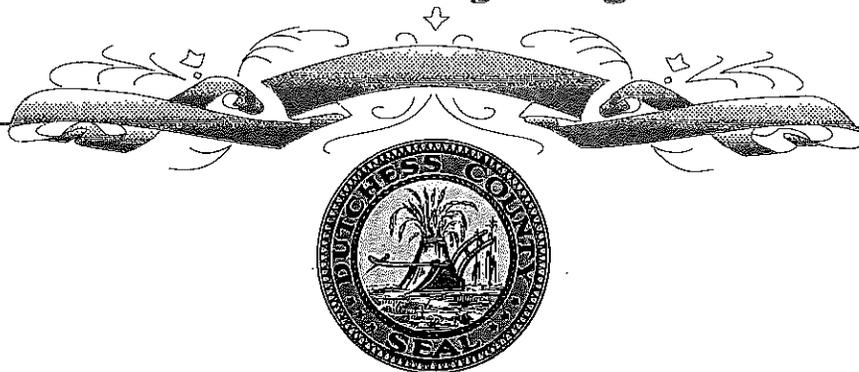
ss:  
COUNTY OF DUTCHESS

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



## Commendation: Arnoff Moving & Storage 90<sup>th</sup> Anniversary Celebration

Legislators Sagliano, Flesland, Pulver, Rolison, Bolner, Jeter-Jackson and Mac Avery offer the following and move its adoption:

WHEREAS, the Dutchess County Legislature seeks to acknowledge the contributions of those individuals and entities whose actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Arnoff Moving & Storage is a local family business that has grown beyond the Mid-Hudson Valley and has been a fixture of the local business community while serving numerous charitable and environmental causes for five generations, and

WHEREAS, Arnoff Moving & Storage initiated its 90<sup>th</sup> Anniversary celebration series on Monday, March 24<sup>th</sup> with a ribbon cutting ceremony sponsored by the Dutchess County Regional Chamber of Commerce at their Poughkeepsie office, the first of many events to recognize this remarkable and lasting achievement, and

WHEREAS, Arnoff Moving & Storage was founded in 1924 by Russian immigrants Abraham Arnoff and his son, Louis and the company has grown today to include more than 160 employees with six warehouse locations in New York, Connecticut and Florida, and a fleet of more than 200 company-owned trucks, trailers and flatbeds including specialized high-cube climate-controlled trailers and in addition provides mini warehouses in New York and Connecticut, along with portable self-storage throughout the Hudson Valley, and

WHEREAS, Arnoff Moving & Storage 90<sup>th</sup> Anniversary celebration series was led off by fifth generation family members Dan Arnoff, Business Development Manager, Craig Arnoff, CPA & Branch Accountant, and Nicolas Arnoff, Warehouse Fleet Manager, who were on hand to cut the ribbon at their Poughkeepsie Headquarters with Richard Arnoff, CEO, Michael Arnoff, President, Phyllis Arnoff, Vice President, Lisa Arnoff, General Counsel, Marc Arnoff, President of Florida operations, and the entire Arnoff family, and

WHEREAS, Arnoff Moving & Storage has transformed and expanded business during every imaginable economic cycle for the past 90 years, and

WHEREAS, Arnoff Moving & Storage's mission has been to provide customers with great moving experiences and to exceed their expectations and is proud to say "Let Our Family Move Your Family", now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Arnoff Moving & Storage on their 90<sup>th</sup> Anniversary and wish them many more years of continued success.

Resolution No. 2014166  
STATE OF NEW YORK

ss:

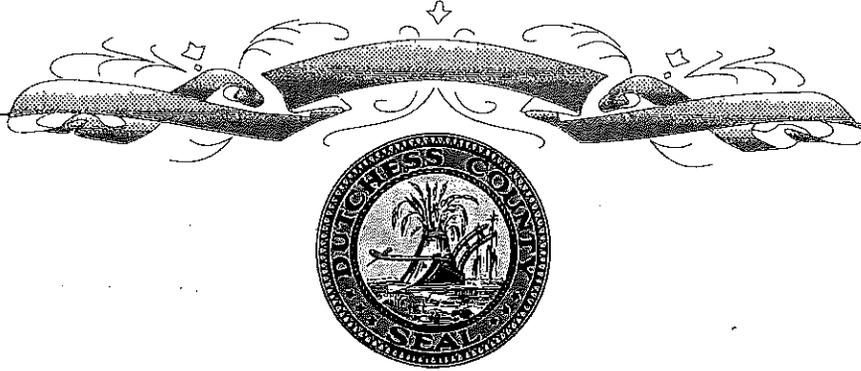
COUNTY OF DUTCHESS

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



Commendation: Matthew Christian Anderson

Legislator Rolison offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose actions and achievements enhance the quality of life in Dutchess County, and

WHEREAS, Matthew Christian Anderson is the Poughkeepsie High School Class of 2014 Salutatorian with an average of 99.72, along with numerous advanced placement and honors classes, and is a member of the National Honor Society, and

WHEREAS, Matthew participated in junior varsity and varsity high school sports including soccer, winter track, spring track, and golf where he served as team captain, and he also plays drums in the high school band and jazz ensemble, and participated in mock trial, and

WHEREAS, at the age of 14 Matthew achieved the rank of Eagle Scout with the Boy Scouts and continues to work the troop as a Senior Patrol Leader, and

WHEREAS, Matthew served as an Altar Server at Our Lady of Mt. Carmel and St. Mary's Roman Catholic Churches in Poughkeepsie, and participated in the Vassar College Science Scholars program and was recognized by Time Warner as its "Scholar-Athlete of the Week," and

WHEREAS, Matthew was selected to participate and took part in numerous competitive leadership programs designed for high achieving students with demonstrated leadership skills and potential, including the American Legion Boy's State program, Hugh O'Brien (HOBY) Youth Leadership program, United States Military Academy Summer Leaders Seminar, United States Naval Academy Summer Seminar, and United States Coast Guard Academy Summer Academy Introduction Mission, and

WHEREAS, Matthew has been honored to receive a Congressional Nomination and Appointment to attend the United States Military Academy at West Point as a member of the class of 2018, and upon graduation will follow in the tradition of his three older brothers who are all on active duty in the U.S. Army, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Matthew Christian Anderson on his many accomplishments, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Matthew Christian Anderson its best wishes for his continued success in service to our County.

Resolution No. 2014167  
STATE OF NEW YORK

ss:

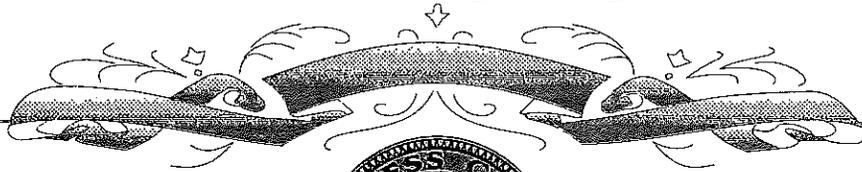
COUNTY OF DUTCHESS

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



Commendation: Joseph Lepore

Legislator Rolison offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to acknowledge those individuals whose actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Joseph Lepore's life is a classic American success story, and

WHEREAS, Joseph Lepore came to the United States of America as a teenager from Italy where he began working in maintenance, and

WHEREAS, Joseph Lepore went to work for a large company and saw that the field offered bigger opportunities, and

WHEREAS, in the 1990's Joseph Lepore and a partner set up their own cleaning and service company, and by 2001 he was on his own, founding LCS Facility Maintenance Inc., and he helped clean up New York City after September 11<sup>th</sup>, and

WHEREAS, Joseph Lepore brought his business to Dutchess County by way of Fishkill, and soon found bigger facilities in Poughkeepsie, and by 2009, his little company had grown to more than 100 employees, and has grown even more, currently having more than 250 workers, and

WHEREAS, LCS supports many nonprofit agencies, is involved in local benefit groups such as the Dutchess County Economic Development Corporation and the Dutchess County Chamber of Commerce, and has earned a number of awards from groups, including Gateway to Entrepreneurial Tomorrows, the County Workforce Investment Board, and the Chamber's Headliner Award, and in 2009, LCS was a winner of the Poughkeepsie Journal's Richard K. Wager Workplace Inclusiveness Award, and

WHEREAS, a committee of community, leaders, and Journal staff picked Joseph Lepore to be named the "Business Person of the Year" by the Poughkeepsie Journal, and

WHEREAS, Joseph Lepore's approach to business has been to look at it from the customer's viewpoint and to "placate your customer and understand their needs," and he also believes "you need to build relationships with people," now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Joseph Lepore on the honor of being named the "Business Person of the Year" by the Poughkeepsie Journal.

Resolution No. 2014168

STATE OF NEW YORK

ss:

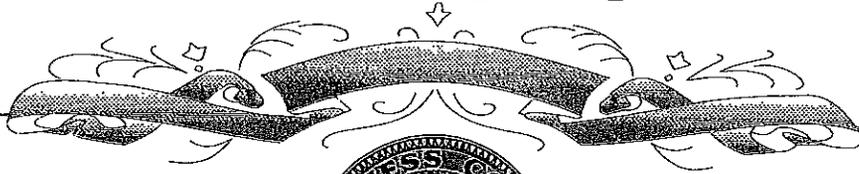
COUNTY OF DUTCHESS

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



## Commendation: Arlington High School

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals or organizations whose actions enhance the quality of life in Dutchess County, and

WHEREAS, the "Save Your Friend's Life Over the Air Waves" is a contest conducted by the New York State Association of Traffic Safety Boards open to New York state high school students, organizations, classrooms and groups in grades 9-12 to create radio public service announcements to persuade teens to make life-saving choices to prevent motor vehicle crashes, injuries and deaths, and

WHEREAS, students create public service announcements in five categories: Safety Belt Use, Distracted Driving, Impaired Driving, Speeding and Drowsy Driving, and

WHEREAS, Arlington High School has been consistent in providing winning public service announcements in each category and receiving honorable mentions in 2007, 2008, 2009, 2010, 2011, 2012 and 2013, and

WHEREAS, 2014 was no exception with winning entries by Olivia Vales for Distracted Driving, Zachary Hartmann for Drowsy Driving, Dominick Romano for Impaired Driving, Connor Melanophy for Speeding, and honorable mention for Timothy Gerstner for Distracted Driving and Zaire Brown for Speeding, and

WHEREAS, Arlington High School's numerous and continued successes in such a worthwhile contest is a noteworthy accomplishment for the faculty and students, and

WHEREAS, the efforts of Arlington High School in this contest have benefitted Dutchess County and all of its residents, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend, congratulate and thank Arlington High School for its years of outstanding participation in the "Save Your Friend's Life Over the Air Waves" contest, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Arlington High School its best wishes for its continued success in this worthwhile effort and all its future endeavors.

STATE OF NEW YORK Resolution No. 2014169

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LAID ON DESKS 6-9-14  
GOVERNMENT SERVICES & ADMINISTRATION

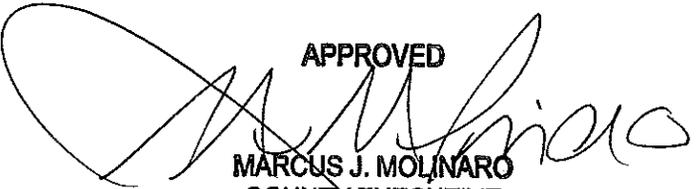
RESOLUTION NO. 2014170

RE: LOCAL LAW NO. 1 OF 2014, A LOCAL LAW  
AMENDING DUTCHESS COUNTY LOCAL LAW NO. 6 OF 1987  
AS IT PERTAINS TO SECTIONS 1 AND 2

Legislators FLESLAND, BOLNER, SAGLIANO, STRAWINSKI, FARLEY, and  
JOHNSON offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.  
1 of 2014 which has been submitted this day for consideration by said Legislature.

CA-90-14  
CRC/ca/G-0738  
4/17/14  
Fiscal Impact: None

  
APPROVED  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 7/23/2014

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 7<sup>th</sup> day of July 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7<sup>th</sup> day of July 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 1 of 2014

RE: A LOCAL LAW AMENDING DUTCHESS COUNTY LOCAL LAW  
NO. 6 OF 1987 AS IT PERTAINS TO SECTIONS 1 AND 2

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

SECTION 1. LEGISLATIVE INTENT. The County Legislature has determined that it is necessary and advisable to amend Local Law No. 6 of 1987 to provide a process for updating the list of titles and positions of local officers and employees required to reside within the County of Dutchess.

SECTION 2. AMENDING LOCAL LAW NO. 6 OF 1987. Upon the adoption of this Local Law, Local Law No. 6 of 1987, Section 1, is hereby amended to read as follows:

a. All persons appointed or hired to permanent positions as public officers or employees of the County of Dutchess, as specified by the Dutchess County Commissioner of Human Resources in the manner hereinafter described in Section 1(c), after the effective date of this Law, shall within six months from the date of successful completion of their probationary term, be residents of the County of Dutchess and shall remain residents of the County during their term of employment.

b. All public officers and employees of the County of Dutchess previously required to be residents of the County of Dutchess pursuant to the provisions of Local Law No. 2 of 1978 or Local Law No. 8 of 1979 shall continue to be required to reside within the County of Dutchess except as hereinafter specifically provided.

c. The Dutchess County Commissioner of Human Resources shall, prior to February 1<sup>st</sup> of each calendar year in which changes to affected positions become effective, submit to the Dutchess County Legislature for approval by resolution, a list specifying by name of office or by title or classification those officers or employees of the executive branch of County government who shall be required to reside within the County of Dutchess. (attachment A)

d. Officers and employees of the Dutchess County Sheriff shall reside within the County of Dutchess.

e. The current Dutchess County Commissioner of Health and current Deputy Commissioner of Human Resources may but need not reside within the County of Dutchess.

f. This Local Law shall supersede the residency requirements set forth in New York Public Officers Law Section 3(1).

SECTION 3. REPEAL OF SECTION 2(c). Local Law No. 6 of 1987 is hereby amended by repealing Section 2(c) of Local Law No. 6 of 1987 in its entirety.

SECTION 4. EFFECTIVE DATE. This local law is not subject to any mandatory or permissive referendum and, therefore, shall take effect immediately upon filing in the Office of the Secretary of State.

Attachment A to Resolution 2014170

The following are titles for County employees that require residency by this local law:

1. Commissioner of Central Information Systems
2. Commissioner of Community and Family Services
3. Commissioner of Finance
4. Commissioner of Health\*
5. Commissioner of Human Resources
6. Commissioner of Mental Hygiene
7. Commissioner of Planning and Development
8. Commissioner of Public Works
9. Comptroller
10. County Attorney
11. County Clerk
12. County Executive
13. County Historian
14. Deputy County Executive
15. Director of Aging Services
16. Director of Probation and Community Corrections
17. District Attorney
18. Emergency Response Coordinator
19. Medical Examiner
20. Public Defender
21. Sheriff

\*Except as applicable under Section 2 subsection e of this resolution.

# 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 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 12 - Town of East Fishkill	Weiss (VC)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Strawinski	<i>absent</i>	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 10  
 Absent: 2  
 Vacant: 6

Resolution:   
 Motion:

Total : 10      0  
                   Yes            No  
 Abstentions: 0

**2014170** A LOCAL LAW AMENDING DUTCHESS COUNTY LOCAL LAW NO. 6 OF 1987 AS IT PERTAINS TO SECTIONS 1 AND 2

Date: July 2, 2014

# Roll Call Sheets

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

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 21 1  
           Yes      No  
 Abstentions: 0

2014170 A LOCAL LAW AMENDING DUTCHESS COUNTY LOCAL LAW NO. 6 OF 1987 AS IT PERTAINS TO SECTIONS 1 AND 2

Date: July 7, 2014

The foregoing local law Resolution No. 2014170 was laid on desks on June 9, 2014, and considered on July 7, 2014.

Roll call vote at that time resulted as follows:

AYES: 21

NAYS: 1 Tyner

ABSENT: 3 Borchert, Hutchings, Miccio

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on July 21, 2014 and signed it into Law on July 23, 2014. The effective date of the Local Law was August 5, 2014.

LAID ON DESKS 6/9/14  
GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2014171

RE: LOCAL LAW NO. 2 OF 2014, A LOCAL LAW  
AMENDING THE DUTCHESS COUNTY ADMINISTRATIVE CODE TO  
RE-NAME, REORGANIZE, AND REPURPOSE THE DUTCHESS COUNTY  
"YOUTH BOARD" BY CHANGING REFERENCES TO "YOUTH BOARD"  
IN SECTION 16.03(1)(e), (f), AND (g) TO "YOUTH BOARD &  
COORDINATING COUNCIL," AND BY DELETING AND REPLACING  
SECTION 16.04A(1) THROUGH (5) AND SECTION 16.04B(1) THROUGH (4)

Legislators FLESLAND, BOLNER, KELSEY, HORTON, STRAWINSKI,  
JETER-JACKSON, SERINO, PERKINS, FARLEY, and JOHNSON offer the following and  
move its adoption:

2 RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.  
of 2014 which has been submitted this day for consideration by said Legislature.

CA-104-14  
CRC/ca/G-0207  
6/4/14  
Fiscal Impact: None

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 7/23/2014

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 7<sup>th</sup> day of July 2014, and that the same  
is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7<sup>th</sup> day of July 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 2 of 2014

RE: A LOCAL LAW PROVIDING FOR AMENDING THE DUTCHESS COUNTY ADMINISTRATIVE CODE TO RE-NAME, REORGANIZE, AND REPURPOSE THE DUTCHESS COUNTY "YOUTH BOARD" BY CHANGING REFERENCES TO "YOUTH BOARD" IN SECTION 16.03(1)(e), (f), AND (g) TO "YOUTH BOARD & COORDINATING COUNCIL," AND BY DELETING AND REPLACING SECTION 16.04A(1) THROUGH (5) AND SECTION 16.04B(1) THROUGH (4)

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

SECTION 1. Section 16.04A (1) through (5) and Section 16.04B (1) through (4) are hereby deleted in their entirety.

SECTION 2. LEGISLATIVE INTENT.

Create the Dutchess County Youth Board & Coordinating Council.

Modeled after the successful Criminal Justice Council, we will bring together our stakeholders and utilize the talent and experience found throughout those agencies and organizations serving our kids. Its mission will be to strengthen community and family interaction with our young people in an effort to prevent crime, improve quality of life, and empower young people to lead productive lives and achieve greater success for themselves and their families.

By repurposing our Youth Board, the new Coordinating Council will bring together representatives from government, not-for-profits, businesses, and educational institutions. The Council will examine community risk factors, study best practices from other communities, and develop strategies to better address the challenges confronting young people today. The Council will be advisory in nature, advising the County Legislature and Executive on youth policy, through the Division of Youth Services located within the Department of Community & Family Services (DCFS).

Additionally, the Council will work to develop community coalitions throughout the County. By empowering local volunteers in each "region," we can more effectively engage the community and empower our young people.

This is a critical effort and among their goals will be to address recreation needs, teen violence, gang activity, child abuse and exploitation – as well as our growing drug addiction problem.

SECTION 3. Article XVI of the Dutchess County Administrative Code is hereby amended as follows:

A. Section 16.03(1)(e) shall read as follows:

(e) review and analyze grants provided to the Youth Services Division from federal, state and local governments as well as those from private individuals, corporations, and associations, and have the Youth Board & Coordinating Council establish local criteria for their allocation.

B. Section 16.03(1)(f) shall read as follows:

(f) in cooperation with the Youth Board & Coordinating Council, effectuate the Resource Allocation Plan (RAP) and review, analyze, accept or reject proposals for the creation or expansion of recreational services and youth services or other youth programs as defined by the laws of New York State, and make appropriate recommendations to the County Executive.

C. Section 16.03(1)(g) shall read as follows:

(g) develop and implement an integrated county plan approved by the Youth Board & Coordinating Council and the County Executive that includes a statement of goals and objectives, youth problem analysis, and methods for evaluation, monitoring and control in conjunction with required partner agencies.

D. Section 16.04 shall read as follows:

Section 16.04. The Youth Board & Coordinating Council, Powers, Duties.

A. The Youth Board & Coordinating Council shall continue the work of the Youth Board without interruption, shall act as an advisory board reporting to the Director of Youth Services, and consist of the following members:

(1) Composition of board. The Youth Board & Coordinating Council shall be representative of the community it serves. It shall have no more than 22 members, who shall be appointed by the County Executive with the exception of the 2 legislator appointments which shall be made by the Chairman of the Legislature (one from minority and one from majority). The total membership of the Youth Board & Coordinating Council shall reflect a balance between government and nongovernment representatives who are directly concerned with the well-being of youth, including a minimum of two and maximum of five youth, plus: two members from primary, secondary, and/or higher education; four from the nonprofit community including one from the Workforce Investment Board and one from the Dutchess County Regional Chamber of Commerce; four from specific county departments/functions including Department of Community & Family Services (in addition to the Executive Director of the Youth Bureau who shall be a non-voting member except in the case of a tie vote), Department of Mental Hygiene, Department of Health, and Chair of the Health & Human Services Cabinet; and the rest (five at most) will serve at large. Regional and diverse representation is encouraged and recommended. All appointments of

youth board members shall conform to federal, state and/or local requirements applicable to municipalities regarding equal opportunity and affirmative action.

- (2) Youth Representatives. Youth representatives are defined as under the age of twenty-one at time of appointment to term.
- (3) Terms for Representatives. Terms of Youth Board & Coordinating Council representatives shall be two years with a term being from September 1<sup>st</sup> to August 31<sup>st</sup>. Nongovernment representatives shall not serve more than two full consecutive terms. Legislator terms will be concurrent with their terms as legislators, serving at the pleasure of the Chairman. All other appointments serve at the pleasure of the County Executive.
- (4) Chairperson and Officers. The Youth Board & Coordinating Council shall annually elect from its membership a chairperson and such other officers as it may authorize in accordance with its rules and regulations.
- (5) All appointments of Youth Board & Coordinating Council members shall conform to federal, state and/or local requirements applicable to municipalities regarding equal opportunity and affirmative action.

B. Powers, duties and responsibilities of Youth Board & Coordinating Council:

- (1) After consultation with the Executive Director of the Youth Bureau, develop and/or recommend policies and/or plans which promote youth development and prevent delinquency.
- (2) Advocate for youth with the executive, administrative and legislative bodies and the community at large regarding the development of services and strategies which address locally identified youth problems and needs.
- (3) Establish closer cooperation among employers, labor, school, churches, recreation and/or youth commissions, service clubs, youth and family service providers and other public and private agencies to encourage youth programs on the basis of local community planning.
- (4) Review and analyze grants given to the Youth Board & Coordinating Council from federal, state and local governments as well as from private individuals, corporations, and associations and establish local criteria for the allocation.
- (5) In cooperation with the Youth Bureau's Executive Director, review and analyze, as well as accept or reject proposals for the creation or expansion of recreational services and youth service projects or other youth programs as defined by the laws of the State of New York, and make appropriate recommendations to the County Executive.
- (6) Receive, review and analyze statistical records and data, including those that reflect the incidence and trends of delinquency as well as youthful crimes and offenses in the locality. Make necessary studies and recommendations regarding the needs of youth residing in the community served by the board.

- (7) Appoint such advisory groups and committees as may be necessary to carry out its powers and duties.
- (8) Develop and implement the integrated county plan.

SECTION 4. SEVERABILITY. If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the cause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 5. EFFECTIVE DATE. This local law shall take effect immediately upon filing in the Office of the Secretary of State.

## *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 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 12 - Town of East Fishkill	Weiss (VC)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Strawinski	<i>absent</i>	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: <u>10</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>10</u>	<u>0</u>
Absent: <u>2</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2014171** A LOCAL LAW AMENDING THE DUTCHESS COUNTY ADMINISTRATIVE CODE TO RE-NAME, REORGANIZE, AND REPURPOSE THE DUTCHESS COUNTY "YOUTH BOARD" BY CHANGING REFERENCES TO "YOUTH BOARD" IN SECTION 16.03(1)(e), (f), AND (g) TO "YOUTH BOARD & COORDINATING COUNCIL," AND BY DELETING AND REPLACING SECTION 16.04A(1) THROUGH (5) AND SECTION 16.04B(1) THROUGH (4)

Date: July 2, 2014

# Roll Call Sheets

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

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 9      13  
           Yes        No  
 Abstentions: 0

Tyner - Strawinski

Amend Section 16.04, B. Powers, duties and responsibilities of Youth Board & Coordinating Council, to add the following:

(9) For the Dutchess County Youth Board and Dutchess County Coordinating Council to sponsor an annual youth leadership summit at least once a year with student government leaders from every school in Dutchess so that our youth can actually sit in the Dutchess County Legislative Chambers in Legislator's chairs, vote on our resolutions, and develop and discuss their own resolutions and ideas for recommendation to the Dutchess County Legislature.

Date: July 7, 2014

Resolution No. 2014171

# Roll Call Sheets

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

Present:	<u>22</u>	Resolution:	<input checked="" type="checkbox"/>	Total:	<u>22</u>	<u>0</u>
Absent:	<u>3</u>	Motion:	<input type="checkbox"/>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2014171** A LOCAL LAW AMENDING THE DUTCHESS COUNTY ADMINISTRATIVE CODE TO RE-NAME, REORGANIZE, AND REPURPOSE THE DUTCHESS COUNTY "YOUTH BOARD" BY CHANGING REFERENCES TO "YOUTH BOARD" IN SECTION 16.03(1)(e), (f), AND (g) TO "YOUTH BOARD & COORDINATING COUNCIL," AND BY DELETING AND REPLACING SECTION 16.04A(1) THROUGH (5) AND SECTION 16.04B(1) THROUGH (4)

Date: July 7, 2014

The foregoing local law Resolution No. 2014171 was laid on desks on June 9, 2014, and considered on July 7, 2014.

Legislator Tyner made a motion, duly seconded by Legislator Strawinski, to amend Section 16.04, B. Powers, duties and responsibilities of Youth Board & Coordinating Council, to add the following:

(9) For the Dutchess County Youth Board and Dutchess County Coordinating Council to sponsor an annual youth leadership summit at least once a year with student government leaders from every school in Dutchess so that our youth can actually sit in the Dutchess County Legislative Chambers in Legislator's chairs, vote on our resolutions, and develop and discuss their own resolutions and ideas for recommendation to the Dutchess County Legislature.

Roll call on the foregoing amendment resulted a follows:

AYES: 9

NAYS: 13 Jeter-Jackson, MacAvery, Perkins, Johnson, Tyner, Amparo, Farley, Strawinski ,Kelsey

ABSENT: 3 Borchert, Hutchings, Miccio

Amendment defeated.

Legislator Johnson suggested that the Youth Board & Coordinating Council have 25 youth added that represent all 25 County Legislators and that they also attend their respective school board meetings in order to find solutions to the problems that each town faced.

Roll call vote at that time resulted as follows:

AYES: 22

NAYS: 0

ABSENT: 3 Borchert, Hutchings, Miccio

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on July 21, 2014 and signed it into Law on July 23, 2014. The effective date of the Local Law was August 5, 2014.

RESOLUTION NO. 2014172

RE: LOCAL LAW NO. 3 OF 2014, A LOCAL LAW PROVIDING FOR THE  
ADOPTION OF DUTCHESS COUNTY SOLID WASTE MATERIALS  
MANAGEMENT AND LICENSING RULES AND REGULATIONS

Legislators MICCIO, FLESLAND, SAGLIANO, JETER-JACKSON, SURMAN,  
FARLEY, and STRAWINSKI offer the following and move its adoption:

WHEREAS, the Dutchess County Deputy Commissioner for Solid Waste  
Management, pursuant to Section 12.03(f) of the Administrative Code of the County of  
Dutchess, hereby recommends for adoption by the Dutchess County Legislature revised Solid  
Waste Materials Management Rules and Regulations for the handling, hauling and disposal of  
solid waste within the County, along with the source separation of recyclable materials and  
affixing penalties for the violation thereof, and

WHEREAS, the Deputy Commissioner for Solid Waste Management has advised  
that a Rules and Regulations Committee was formed comprised of herself, the County Attorney  
and Chief Assistant County Attorney and that these Rules and Regulations are a product of its  
consideration, and

WHEREAS, the Dutchess County Solid Waste Materials Management and  
Licensing Rules and Regulations are submitted herewith for adoption by local law, now  
therefore, be it

RESOLVED, that the previous Dutchess County Department of Solid Waste  
Management Rules and Regulations have been superseded by the Rules and Regulations adopted  
this day, and it is further

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.  
3 of 2014 which has been submitted this day for consideration by said Legislature.

CA-110-14 CAB/ca/G-1482 6/9/14 Fiscal Impact: None

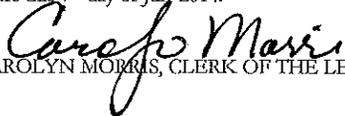
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, ~~Date~~ 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 7<sup>th</sup> day of July 2014, and that the same  
is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7<sup>th</sup> day of July 2014.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

APPROVED

  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

7/23/2014

LOCAL LAW NO. 3 of 2014

RE: A LOCAL LAW PROVIDING FOR THE ADOPTION OF THE DUTCHESS COUNTY SOLID WASTE MATERIALS MANAGEMENT AND LICENSING RULES AND REGULATIONS

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

SECTION 1. LEGISLATIVE INTENT. This Legislature has been advised that the existing Solid Waste Management Rules and Regulations need to be updated so that enforcement of the licensing of Solid Waste haulers and source separation of recyclables can be strengthened.

SECTION 2. To the extent the provisions of Local Law No. 1 of 1984 entitled a Local Law Providing for the Management of Solid Waste Generated Within the County as amended and Local law No. 4 of 1990 entitled Providing for the Mandatory Collection and Disposition of Recyclables in Dutchess County, as amended are inconsistent with this Local Law, the provisions of this Local Law shall control.

SECTION 3. EFFECTIVE DATE. This local law shall take effect immediately upon filing in the Office of the Secretary of State.

DUTCHESS COUNTY SOLID WASTE  
MATERIALS MANAGEMENT AND LICENSING  
RULES AND REGULATIONS

For the Management of Solid Waste Generated Within the County of Dutchess as authorized by Section 12.03 of the Administrative Code of the County of Dutchess.

SECTION	PAGE
A. Purpose	2
B. Definitions	2
C. General Powers -- Deputy Commissioner	10
D. Use of Disposal Facilities	11
E. Source Separation Provisions	12
F. Solid Waste Disposal Licensing of Haulers	13
G. Refusal to Issue a Solid Waste Disposal License	18
H. Licensee Changes	20
I. Solid Waste Disposal License Renewals	21
J. Revocation, Suspension or Denial of Renewal of a Solid Waste Disposal License	22
K. Vehicle and Container Requirements	23
L. Enforcement	23
M. Intermunicipal Agreements	29
N. Survival	29

**A. Purpose.** The purpose of these rules and regulations is to:

1. Effectuate the management on a county-wide basis of all Solid Waste generated within or coming in from outside the County of Dutchess in order to protect the public health and safety, to improve the environment by control of air, water and land pollution, to ensure that Solid Waste generated or to be disposed of within the County is Disposed of or Recycled in an environmentally safe and sound manner, to implement the County's state-approved Local Solid Waste Management Plan, *Rethinking Waste*, to carry out the expressed policy of the State of New York to displace competition with regulation or monopoly public service.;
2. Effectuate the mandatory Source Separation of Recyclable Materials to recover and reuse Recyclable Materials so as to conserve natural resources, reduce the impact of the cost of Solid Waste Disposal, ensure safe and efficient processing of Solid Waste, help maximally reduce the quantity of Solid Waste that must be Disposed of, and to comply with New York State General Municipal Law Section 120-aa, and;  
  
Carry out the expressed policy of the Dutchess County Legislature to take steps to discourage or prevent the infiltration of the Solid Waste hauling industry by undesirable or possible criminal elements.

**B. Definitions.** As used in these rules and regulations, unless the context otherwise requires:

1. **"APPLICANT"** shall mean a Person submitting an application for a Solid Waste Disposal License pursuant to these rules and regulations.
2. **"COMPOSTING"** shall mean a controlled decomposition process which turns organic residuals, such as food scraps, biosolids and yard waste into a beneficial soil amendment.

3. **"CONSTRUCTION AND DEMOLITION DEBRIS (C&D)"** shall mean materials generated during the construction, renovation, and demolition of structures, buildings, roads, and bridges. C&D debris includes, but is not limited to, bulky, heavy materials, such as concrete, wood, metals, glass, and salvaged building components.
4. **"COUNTY OF DUTCHESS"** shall mean the entire County of Dutchess as constituted and existing under the Laws of the State of New York.
5. **"DEPUTY COMMISSIONER"** shall mean the Deputy Commissioner of the Dutchess County Department of Planning and Development, Division of Solid Waste Management.
6. **"DISPOSAL OF SOLID WASTE"** or **"DISPOSAL"** or **"DISPOSE"** shall mean collecting, transporting, storing, disposing, transferring, processing or delivering Solid Waste, including Recyclables, to a Solid Waste Management-Resource Recovery Facility.
7. **"ECONOMIC MARKET"** shall mean instances when the full avoided costs of proper collection, transportation and disposal of source separated materials are equal to or greater than the cost of collection, transportation and sale of said materials less the amount received from the sale of said material.
8. **"ELECTRONIC WASTE OR E-WASTE"** shall mean all electronic waste, such as surplus, obsolete, broken, or discarded electrical or electronic devices, including but not limited to televisions, computer monitors, computer peripherals, electronic office equipment, telephones, and electronic entertainment devices.
9. **"EMERGENCY"** shall mean a situation when certain Solid Waste Management-Resource Recovery Facility(ies) in the County are not in operation, are unable to operate at normal capacity, or are otherwise unable to function pursuant to normal operating procedures as may

be determined by the Deputy Commissioner, or when conditions exist which may endanger the health or safety of the public or pose a significant risk of harm to the environment.

10. **“GENERATOR”** shall mean any Person that produces Solid Waste, including Recyclable materials.

11. **“HAULER”** shall mean any Person, other than a Municipality, who Disposes of Solid Waste and is required to have a Solid Waste Disposal License issued by the Deputy Commissioner.

Haulers include Persons who:

- a) Have Solid Waste collection routes;
- b) Provide body mounts, including roll-off containers, dumpsters, trailers, and any other container in conjunction with the Disposal of Solid Waste;
- c) Provide for the Disposal of Solid Waste, such as a Hauler whose business is to Dispose of Solid Waste from residential, commercial, construction or industrial sites;

12. **“HAULER/EXEMPT”** refers to Persons whose Disposal of Solid Waste is solely limited to the Disposal of one of the materials listed below and is exempt from the Solid Waste Disposal License requirement:

a) New York State Department of Environmental Conservation (DEC) regulated waste Solid Waste transporters covered under New York State Part 364 Waste Transporter Permits and as may be amended from time to time. Regulated waste includes:

- residential septage
- residential raw sewage or portable toilet waste
- non-residential raw sewage or sewage contaminated waste
- sewage sludge (biosolids)

- water treatment plant residuals
- grease trap waste
- waste oil, yellow grease or oil, or petroleum contaminated soil
- waste tires
- asbestos waste
- low level radioactive waste (LLRW)
- low level radioactive waste mixed with hazardous waste  
hazardous industrial/commercial waste
- regulated medical waste or other biohazard waste
- other industrial/commercial waste (e.g., including but not limited to oil & gas well drilling fluids, pharmaceutical waste, rendering waste, waste from household hazardous waste collection events)

b) Haulers of Solid Waste which has been collected from a site(s) outside of the County of Dutchess and is intended for Disposal at a site(s) outside the County.

13. **“HOUSEHOLD HAZARDOUS WASTE”** shall mean leftover household products that contain corrosive, toxic, ignitable or reactive ingredients such as cleaners, oils or pesticides.
14. **“LICENSE”** shall mean the Dutchess County Solid Waste Disposal License.
15. **“LICENSEE”** shall mean a Hauler who holds a Dutchess County Solid Waste Disposal license.
16. **“MULTI-DOMICILE BUILDING”** shall mean a building or structure that is designed to house several different occupants in separate housing units. The most common example of multi-domicile housing is an apartment building. Duplexes, quadruplexes, and townhomes

are also multi-domicile housing. The entire building or structure may be owned by an individual, as is the case with condominiums, or by individuals who have purchased units.

17. **"MULTI-TENANT BUILDING"** shall mean a group of commercial establishments managed as a single entity; each occupied and operated by a tenant or renter of such premises.

18. **"MUNICIPALITY"** shall mean any county, city, town, village, school district, improvement district (or a county, city, town or village acting on behalf of an improvement district), public authority, public corporation, municipal corporation or political subdivision.

19. **"PERSON"** shall mean any natural person, individual, partnership, co-partnership, association, owner or manager of a business, commercial or industrial establishment, joint venture, corporation, trust, estate or any other legal entity recognized by the laws of the State of New York inclusive of a Municipality or any other Waste Generator.

20. **"PRINCIPAL"** shall mean, as to an Applicant which is a sole proprietorship, the proprietor; a corporation, every officer and director and every stockholder holding ten percent or more of the outstanding shares of the corporation; a partnership, all the partners; and if another type of business entity, the chief operating officer or chief executive officer, irrespective of organizational title, and all persons or entities having an ownership interest of ten percent or more in the Applicant; and with respect to all business entities, all other persons participating directly or indirectly in the control of such entity. Where a partner or stockholder holding ten percent or more of the outstanding shares of a corporation is itself a partnership, or a corporation, a "principal" shall also include the partners of such partnership, or the officers, directors, and stockholders holding ten percent or more of the outstanding shares of such corporation, as is appropriate. For the purposes of this chapter:

a. An individual shall be considered to hold stock in a corporation where such stock is owned directly or indirectly by or for:

I. such individual;

II. the spouse of such individual other than a spouse who is legally separated from such individual pursuant to a judicial decree or an agreement cognizable under the laws of the state in which such individual is domiciled;

III. the children, grandchildren and parents of such individual; and

IV. a corporation in which any of such individual in the aggregate owns fifty percent or more in value of the stock of such corporation;

b. A partnership shall be considered to hold stock in a corporation where such stock is owned, directly or indirectly, by or for a partner in such partnership; and

c. A corporation shall be considered to hold stock in a corporation that is an Applicant as defined in this section where such corporation holds fifty percent or more in value of the stock of a third corporation that holds stock in the Applicant corporation.

21. **"RECYCLERS"** shall mean those who deal with recyclable material both as collectors, separators and marketers. This definition shall include not-for-profit corporations and charitable corporations which collect recyclables for fund raising purposes.

22. **"RECYCLING"** or **"RECYCLED"** or **"RECYCLABLE"** shall mean any process by which materials, are collected, separated or processed and returned to the economic mainstream in the form of raw materials or products.

23. **"RECYCLABLE MATERIAL"** shall mean material that can be recovered and turned into a new product. Recyclable materials include:

a. All paper;

b. All cardboard;

- c. All glass, excluding ceramics, window or automobile glass, mirrors and light bulbs;
- d. All plastic;
- e. All metals;
- f. All bulk metals, excluding metal containers utilized to store flammable or volatile chemical materials, such as fuel tanks;
- g. All recoverable Construction and Demolition debris, such as uncontaminated concrete, asphalt, asphalt shingles, gypsum wallboard, wood, and metals;
- h. Electronic waste or Ewaste;
- i. All garden and yard waste, such as grass clippings, leaves, and cuttings from shrubs, hedges, trees, brush and garden debris;
- j. All food waste;
- k. Textiles.

24. **“REGULATED RECYCLABLE MATERIALS”** shall mean materials designated by the Deputy Commissioner to be Source Separated by all Persons and include, but are not limited to:

- a. All paper and cardboard;
- b. All glass, excluding ceramics, window or automobile glass, mirrors and light bulbs;
- c. All plastic, excluding plastic bags, plastic film and Styrofoam®;
- d. All metals, excluding scrap metal; and
- e. Any other materials as may be designated by the Deputy Commissioner.

25. **“RRA”** shall mean the Dutchess County Resource Recovery Agency created under Chapter 675 of the Laws of 1982 of the State of New York, as amended.

26. **"SOLID WASTE"** shall mean any discarded materials. Solid wastes can be solid, liquid, semi-solid or containerized gaseous material. This includes durable goods, non-durable goods, recyclable materials, containers and packaging, food wastes and yard trimmings, and miscellaneous inorganic wastes generated.
27. **"SOLID WASTE MANAGEMENT-RESOURCE RECOVERY FACILITY"** shall mean any facility, plant, works, systems, building, structure, improvement, machinery, equipment, fixture or other real or personal property which is used, occupied or employed for the collecting, receiving, transporting, transfer, storage, processing or Disposal of Solid Waste or the recovery by any means of any material or energy product or resource therefrom including, but not limited to, Recycling Centers, transfer stations, baling facilities, rail haul or maritime facilities, collection vehicles, processing systems, resource recovery facilities, steam and electric generating and transmission facilities, including auxiliary facilities to supplement or temporarily replace such generating facilities, steam distribution facilities, sanitary landfills, plants and facilities for compacting, composting or pyrolyzation of solid wastes, incinerators and other solid waste disposal, reduction or conversion facilities and resource recovery equipment and disposal equipment as defined in subdivisions four and five of Section 51-0903 of the Environmental Conservation Law of the State of New York.
28. **"SOURCE SEPARATION"** means the segregation of Recyclable Materials from Solid Waste at the point of generation by the Generator for the purposes of Recycling.
29. **"STATE"** shall mean the State of New York.
30. **"UNCONTAMINATED"** shall mean free of materials that are not Recyclable or free of materials that, if present, either reduce the value of a Recyclable material or render it unrecyclable.
31. **"YARD WASTE"** shall mean grass clippings, leaves, and cuttings from shrubs, hedges, trees, brush and garden debris.

32. **“VEHICLE”** means any motor vehicle, trailer, water vessel, railroad car, airplane or other device for transporting Solid Waste.

33. **“WASTE GENERATOR”** means any Person who generates Solid Waste.

**C. General Powers – Deputy Commissioner**

1. The Deputy Commissioner shall recommend for adoption by the County Legislature rules and regulations for the handling, hauling and disposal of Solid Waste within the County of Dutchess and affixing penalties for the violation thereof. The Deputy Commissioner is authorized to amend these rules and regulations consistent with the policy established through these Rules and Regulations but is not authorized to decrease or increase any fines or penalties or the amounts thereof for any violations of these rules and regulations without specific authorization and approval from the County Legislature. The Deputy Commissioner shall consult with the Dutchess County Resource Recovery Agency in the development of these rules and regulations to ensure compatibility.

2. Whenever the Deputy Commissioner is empowered to or charged with the responsibility to do or perform an act, a designee may perform such act in the Deputy Commissioner’s place.

3. The Deputy Commissioner is authorized to:

a. Require that all Haulers of Solid Waste be licensed per the requirements of these regulations.

b. Issue subpoenas.

c. Administer oaths to witnesses.

d. Prescribe and impose penalties for violation of these rules and regulations.

e. Authorize necessary action to alleviate emergencies and/or public nuisances in the event that a Person, Hauler, or Municipality fails to respond to such situations.

f. Change issued license conditions, such as designated facilities, quantities to be Disposed, and vehicular specifications in situations of emergency or other situations as may be warranted to fulfill the Deputy Commissioner's obligations.

g. Randomly inspect and monitor vehicles and inspect the Licensee's premises and equipment for the purpose of ascertaining compliance with these rules and regulations.

h. In addition to the administrative enforcement proceedings referred to herein, maintain and defend actions in law or equity in any court of competent jurisdiction.

**D. Use of Disposal Facilities.**

No Person, Hauler or Municipality shall Dispose of Hazardous Waste, as defined in New York State Department of Environmental Conservation regulations, at any Solid Waste Management Resource Recovery Facility in the County.

**E. Source Separation Provisions.**

1. All Haulers operating in the County of Dutchess must provide collection services for both Solid Waste and Regulated Recycling for all Persons.

2. Every Waste Generator in Dutchess County shall be responsible for the Source Separation of Solid Waste and Regulated Recyclables Materials at the point of generation. Waste Generators shall Source Separate additional materials designated as Recyclables by a local municipality pursuant to § 120-aa of the General Municipal Law, if that municipality provides or causes to be provided collection of such materials for the Waste Generator or a location within that municipality for delivery of such materials by the Waste Generator.

3. Each Waste Generator shall provide for the removal of those separated Regulated Recyclables which the Waste Generator is required to Source Separate pursuant to subsection "2" above from the property on which they are generated either through service provided by a Municipality or by a Licensed Hauler, or by taking these materials directly to a Recyclables

transfer, storage or processing location. Recyclables shall not be disposed of at the facility operated by the RRA.

4. Each Waste Generator shall be required to prepare those Regulated Recyclables which the Waste Generator is required to Source Separate pursuant to subsection "2". above, according to any ordinance, regulation or rule of the Municipality that provides Recyclables collection services to that Waste Generator, or if such collection services are provided by a Hauler, then according to the directions of the Hauler. If a Waste Generator utilizes direct haul, Recyclables shall be prepared in the manner prescribed by the recyclables transfer, storage or processing facility to which the Waste Generator delivers such materials.

5. In the case of Multi-Tenant buildings or Multi-Domicile buildings and complexes, the owner or manager of such building is responsible to provide the following: appropriate container(s) either directly or indirectly through their hauler to hold Source Separated Regulated Recyclable Materials for the entire building(s) separate from the container(s) where the building's non-Regulated Recyclable Solid Waste is stored and a mechanism for Disposal of Source Separated Regulated Recyclable Materials. In cases where a condominium association exists, the condominium association shall be responsible for provision and maintenance of the Recycling container(s). It shall be the tenant's responsibility to separate designated Regulated Recyclable Materials from the Solid Waste and deposit the Regulated Recyclable Materials in the container(s) provided.

6. Nothing in this chapter shall be construed to prohibit private composting of garden, yard, and food scrap waste by a Waste Generator on the Waste Generator's own property.

#### **F. Solid Waste Disposal Licensing of Haulers.**

1. It is unlawful for any Hauler to Dispose of any Solid Waste unless such Hauler is licensed in accordance with the provisions of these regulations.

2. All Haulers of Solid Waste who seek to Dispose of Solid Waste within the County of Dutchess shall apply to the Deputy Commissioner for a License. Applications shall be submitted on forms prescribed by the Deputy Commissioner. Applicants must be able to comply with these Rules and Regulations. An application and all accompanying documentation shall be deemed to be submitted under oath, subject to penalties of perjury.

3. The Deputy Commissioner shall charge a licensing fee as provided for in the adopted annual budget of the County of Dutchess.

4. The term of the license will be two years, from February 1 to January 31 biennially.

5. The fee for a License is based on the number of power units used to Dispose of Solid Waste. For the purposes of these regulations, a power unit is defined as the control and pulling vehicle.

6. If during the term of the license the number of power units change, causing an increase in the licensing fee, the Hauler is required to pay the pro-rated difference based on the monetary change and the number of months remaining on the biennial license. Fees will not be refunded for a decrease in the number of power units.

7. Vehicle Permit Stickers:

a) Will be issued with the License, based on the number of power units of the Hauler;

b) Vehicle permit stickers for licensed Haulers are valid for one year;

c) All power units must have a current and valid vehicle permit sticker affixed to the left side of the power unit.

8. On vehicles where the engine and body mount are not on the same chassis, the body mount must have a business name and contact number. Body mounts include roll-off containers, dumpsters, trailers and any other container used to Dispose of Solid Waste. Both the power unit and the body mount must have a business name and contact number of the Licensee.

9. Annual MSW Report:

- a) An Annual MSW Report Form is required by January 31st every year and will reflect collection data from January 1 to December 31 of the previous year. The annual report will allow the County of Dutchess to properly gauge the volume and nature of its solid waste stream, including where waste is Disposed of and the volume of Recyclables recovered. The report will allow the County of Dutchess to evaluate the effectiveness of its Solid Waste Management Plan and comply with annual reporting requirements of the New York State Department of Environmental Conservation;
- b) Any Hauler who fails to provide a completed Annual MSW Report Form by January 31<sup>st</sup> of each year will be subject to a civil penalty of up to \$500.00 and the loss of the License.

10. No Applicant or Licensee which has been denied a license or has had its license revoked may reapply within six months of the denial or revocation.

11. All materials submitted on an application, the disclosure of which would in Applicant's opinion constitute an unwarranted invasion of personal privacy or result in substantial injury to the competitive position of the Applicant shall be marked "Proposal Confidential" prior to submission to the Deputy Commissioner. If a Freedom of Information request for such materials is received by the Deputy Commissioner, the Applicant/Licensee will be notified of the request. If such materials are proposed to be released by the Deputy Commissioner, the Applicant/Licensee will be mailed notice five days before such release. The Deputy Commissioner makes no representation that materials submitted as "Proposal Confidential" will not be disclosed pursuant to the Freedom of Information Law. Applicants and Licensees are further advised that the Deputy Commissioner will, without notice to them, comply with all subpoenas and process, and will forward all information received or gathered to the appropriate authorities.

12. All of the Applicant's drivers must be properly licensed and all vehicles must be registered with the appropriate Motor Vehicles Department and properly insured.

13. All applicants must be able to comply with the Insurance requirements as outlined in the License application.

14. Each Applicant shall provide the Deputy Commissioner with a business address with the understanding that this address shall be used by the Deputy Commissioner for the purpose of serving process and notices upon the Applicant. It shall be the responsibility of the Applicant to advise the Deputy Commissioner in writing of any change in address and the Deputy Commissioner shall not be responsible for the improper service of process and notices due to Applicant's failure to mention an updated address where notices may be delivered and legal process served.

15. By applying, the Applicant and each of its Principals authorizes the Deputy Commissioner to independently investigate their character and fitness, which authorization includes the authority to obtain copies of all relevant records, whether otherwise privileged or not, and to obtain copies of all criminal history, legal and administrative records. An Applicant and each of its Principals shall execute and deliver to the Deputy Commissioner all necessary consents and waivers needed to conduct such investigations and obtain such records. The independent investigation will be conducted by a private investigative firm under contract with the County of Dutchess. The Applicant shall submit a check for the cost of the private investigation with its application.

16. Where, as a result of the investigation of an Applicant, it appears that an employee of the Applicant may not qualify for a License, or that further investigation is warranted, the Deputy Commissioner may conduct an additional investigation of such employee and may require, if necessary, that the Applicant and such employee provide information updating, supplementing or explaining information previously submitted;

17. A supplemental investigation may be required in the event the independent investigative report indicates issues or concerns that need to be investigated further. If a supplemental investigation is deemed necessary by the Deputy Commissioner, the Applicant is responsible for paying the cost of such investigation prior to the commencement of the supplemental private investigation.

18. The Applicant and all Principals shall be fingerprinted as per instructions found in the License application.

19. In the case of an Applicant which is managed, operated or otherwise affiliated with another entity, fingerprinting and disclosure under this section may also be required of any persons who have direct management supervisory responsibility for the operations or performance of the Applicant.

20. The Applicant is responsible for all costs associated with the application fee, background investigation fee, supplemental investigation fee, and fingerprinting fee.

21. Applications are not deemed complete until all fees and expenses have been paid and all necessary materials submitted.

22. The license and the privileges granted are exclusively personal in nature and are not transferable without the consent of the Deputy Commissioner. The Licensee may not assign, convey, sell, transfer (including but not limited to an attempt to the transfer of the license pursuant to a sale or transfer of all or a part of the Licensee's assets) or otherwise dispose of the license without such consent. Any attempted transfer of the license or any rights granted without the express written consent of the Deputy Commissioner is void. Any such assignment shall not relieve the Licensee of its obligations hereunder.

### **G. Refusal to Issue a Solid Waste Disposal License.**

The Deputy Commissioner may, after notice and the opportunity to be heard, refuse to issue a License to an Applicant who fails to meet the criteria for licensing under these rules. Such notice shall specify the reasons for such refusal. The license application fee will be forfeited, and no refund given for fingerprinting and private investigation fees expended. In making such determination, the Deputy Commissioner may consider, but is not limited to:

1. Failure to provide all the information and/or documentation required by the Deputy Commissioner pursuant to these rules or who has otherwise failed to demonstrate eligibility for such license under these rules and regulations within sixty days of initial application;
2. Failure by such Applicant and/or its Principals to provide complete or truthful information and/or answers to questions asked in connection with the application;
3. A pending indictment or criminal action against such Applicant or any of its Principals for a crime which under this subdivision would provide a basis for the refusal of such license, or a pending civil or administrative action to which such Applicant or any of its Principals is a party and which directly relates to the Applicant's ability to conduct the business or perform the work for which the license is sought, in which cases the Deputy Commissioner may defer consideration of an application until any pending matter has been concluded, and/or a decision has been reached by the court or administrative tribunal before which such action is pending;
4. Conviction of such Applicant or any of its Principals for a crime which, considering the factors set forth in section seven hundred fifty-three of the NYS Correction Law, would provide a basis under such law for the refusal of such license;

5. A finding of liability in a civil or administrative action that bears a direct relationship to the Applicant or any of its Principals' ability to perform or to conduct the business for which the license is sought;
6. Conviction of a racketeering activity, including but not limited to the offenses listed in subdivision one of section nineteen hundred sixty-one of the Racketeer Influenced and Corrupt Organizations statute (18 U.S.C. Section 1961 et seq) or of an offense listed in subdivision one of section 460.10 of the NYS Penal Law, as such statutes may be amended from time to time, or the equivalent offense under the laws of any other jurisdiction;
7. Having been a Principal within the previous ten (10) years from date of application in a predecessor waste business, where the Deputy Commissioner would be authorized to deny a license to such predecessor business pursuant to this subdivision;
8. Failure to pay any tax, fine, penalty, or fee related to the Applicant's business for which liability has been admitted by the person liable therefore, or for which judgment or a lien has been entered by a court or administrative agency or tribunal of competent jurisdiction.
9. Applicant was previously issued a Dutchess County Solid Waste Disposal License pursuant to these rules and regulations and such license was revoked within ten (10) years of date of application;
10. Applicant was denied or had a license revoked within the previous ten (10) years from the date of application in another jurisdiction;
11. Applicant employs any person, or engages as an agent, any person whom the Deputy Commissioner has determined is unqualified to hold a license following a background investigation conducted pursuant to these rules and regulations.

12. Applicant has been determined to have committed any of the acts which would be a basis for the suspension or revocation of a license pursuant to these rules.

#### **H. Licensee Changes.**

1. A Licensee shall inform the Deputy Commissioner **within five (5) business days** of all changes as listed below:

- a) The addition or deletion of a vehicle;
- b) Insurance carrier or coverage changes.

2. A Licensee shall inform the Deputy Commissioner **within twenty (20) business days** of all changes as listed below:

- a) Changes in ownership of the Licensee;
- b) The addition or deletion of any Principal;
- c) Change in corporate status;
- d) All arrests and or criminal convictions of Licensee and any Principal of the Licensee;
- e) All liens, suits and administrative proceedings relating to the operation of the Licensee's business; or
- f) Any other material change in the information submitted on the application for a license.

3. If notification of change, as outlined above, is not received within the time frame stated the License may be subject to suspension.

4. Changes in ownership of a Licensee requires a new application, background investigation and fingerprinting of the new Principal(s). The addition of a new Principal(s) requires the completion of Section H, Disclosure Information for Principals & Applicants of the License application, a background investigation and fingerprinting of the new Principal(s).

5. If after review, and after notice and the opportunity to be heard, the Deputy Commissioner determines that such new Principal fails to meet the criteria for licensing under these rules the License may be suspended or revoked unless such new Principal divests his or her interest, or discontinues his or her involvement in the business of such Licensee, as the case may be.

#### **I. Solid Waste Disposal License Renewals.**

1. The license term is from February 1<sup>st</sup> to January 31<sup>th</sup> biennially.
2. Licensed Haulers are required to submit the following for license renewal by January 1<sup>st</sup> prior to the expiration of the License term;
  - a) Solid Waste Disposal Relicensing Affidavit;
  - b) Details of any changes, per Section "H" above, if applicable;
  - c) Licensing fee as provided for in the adopted annual budget of the County of Dutchess;
  - d) Vehicle Information Form. The number of vehicle permit stickers issued and the fee is dependent on the number of power unit vehicles listed;
  - e) Renewal Checklist.
3. A License or the required vehicle permit stickers will not be issued until payment and all required documents have been received and approved by the Deputy Commissioner.
4. If the affidavit indicates any changes as listed in Section H above, a background investigation and fingerprinting may be required.
5. Licensed Haulers are required to fill out a full application and have a private investigation conducted, at the Licensee's expense, every third renewal.

#### **J. Revocation, Suspension or Denial of Renewal of a Solid Waste Disposal License:**

The Deputy Commissioner may, after notice and the opportunity to be heard, suspend, revoke or deny renewal of a license and notify the Solid Waste Management-Resource Recovery Facilities located in Dutchess County of such suspension, revocation or denial if a Hauler:

1. Does not comply with these Rules and Regulations;
2. Is found to have submitted a false or materially incomplete application;
3. If facts are disclosed, whether they existed before or after the License was issued, which would have warranted a refusal to issue a license;
4. Has an outstanding balance of \$2,500 or more for tipping fee charges due to the Dutchess County Resource Recovery Agency for a period exceeding six (6) months. The suspension will be lifted upon notification that the outstanding balance has been paid in full. Failure to pay the outstanding balance within three (3) months of the suspension will lead to a revocation of the License; or
5. Failure to pay any tax, fine, penalty, or fee related to the Applicant's business for a period exceeding six (6) months, for which liability has been admitted by the person liable, or for which judgment or a lien has been entered by a court or administrative agency or tribunal of competent jurisdiction. The suspension will be lifted upon notification that the tax, fine, penalty, or fee has been paid in full. Failure to pay the tax, fine, penalty, or fee within three (3) months of the suspension will lead to a revocation of the License.
6. Failure to pay any civil penalty due to the County of Dutchess prior to the January 1<sup>st</sup> deadline for License renewal.

**K. Vehicle and Container Requirements.**

1. Collection and transport vehicles shall conform to New York State Vehicle and Traffic Law as described for a motor vehicle and to New York State Department of Environmental Conservation waste transporter specifications.
2. All Recyclables collection containers, bins, and dumpsters shall be clearly labeled as to the type of material the container, bin, or dumpster accepts.
3. All collection containers, bins, or dumpsters shall be easily accessible to residents, employees and Haulers.

## **L. Enforcement**

### **Formal Hearings**

1. The Deputy Commissioner may hold a formal hearing on any application, complaint, circumstances, or alleged violation of these rules and regulations.
2. A formal hearing shall be on due and adequate notice to the person, persons or entity concerned and shall be set down for a day certain, unless a person charged with a violation of these rules and regulations admits liability by returning the Notice of Violation with payment of the proposed penalty and by signing the admission of liability on said notice.
3. All hearings conducted shall follow the prescriptions of Article 3 of the New York State Administration Procedure Act and the local rules set forth below.
4. The Notice of Hearing shall set forth:
  - (a) The time and place of the hearing
  - (b) The purpose of the hearing
  - (c) The charges and violations complained of, with specific reference to provisions and sections these rules and regulations.
  - (d) The right to present evidence
  - (e) The right to examine and cross-examine witnesses
  - (f) The right to be represented by counsel
5. All adjudicatory hearings held hereunder shall be closed and conducted in private unless the respondent elects for the hearing to be open and conducted in public.
6. On the return day of the hearing:
  - (a) The hearing officer shall note the appearance of the persons attending the hearing.
  - (b) Witnesses shall be sworn and testimony shall be recorded.
7. The hearing officer shall thereafter prepare findings of fact, conclusions of law, and recommendations upon which the Deputy Commissioner shall make a formal order setting forth the determination, conditions, if any, to be complied with and civil penalties, if any.

8. The Order of the Deputy Commissioner, following a formal hearing, shall be filed in the office of the Division of Solid Waste Management and served on the Respondent.

9. Nothing herein contained shall preclude the Deputy Commissioner from taking any action in addition to the formal hearing herein provided for, as may be prescribed by law, nor shall the Deputy Commissioner be precluded from taking such other action by virtue of the order made pursuant to this Section.

10. Prior to adjudication, the Deputy Commissioner may settle any charges of a violation of these rules and regulations on such terms and conditions acceptable to the Deputy Commissioner.

#### **Service of Order and/or Notice of Hearing**

Unless otherwise expressly provided by law, service of an order and/or notice of hearing shall be made as follows:

1. Enclosing the order and/or notice in a post-paid envelope directed to the person or persons concerned at the address last known to the Division of Solid Waste Management and depositing such envelope at a United States Post Office or in a mail box or mail chute maintained by the United States Post Office; or

2. Leaving the order and/or notice with the person concerned; or, if the person is not an individual, with a member of the partnership or other group concerned or with an officer of the corporation or person in charge of the office or premises; or

3. Posting the order and/or notice at the entrance door of the office of the respondent.

### **Hearing appearances**

1. At any hearing conducted pursuant to these rules and regulations, any party to the proceedings may appear personally and with counsel and shall be given the opportunity to produce evidence and witnesses and to cross-examine witnesses.
2. At any formal hearing conducted pursuant to these rules and regulations, if a party shall appear without counsel, the hearing officer shall advise such party of his right to counsel; and that, if he desires to proceed without counsel, he may call witnesses, cross-examine witnesses and produce evidence in his behalf.
3. Appearances shall be noted on the official record of Hearings.

### **Hearing adjournments**

1. The hearing officer may grant adjournments upon request of any party to the proceedings, provided that an adjournment shall not be for an indefinite period of time but shall be set down for a day certain.
2. If an adjournment is requested in advance of the hearing date, such request shall be submitted to the hearing officer in writing and shall specify the reason for such request.
3. In considering an application for adjournment, the hearing officer shall consider whether the purpose of the hearing will be affected or defeated by the granting of such adjournment.

### **Subpoenas**

The Deputy Commissioner or the designated hearing officer may issue subpoenas upon request of any party to the proceedings of any formal hearing set down by the Deputy Commissioner.

## **Hearing Procedures**

1. The hearing officer shall not be bound by the rules of evidence in the conduct of a hearing but the determination shall be founded upon sufficient factual evidence to sustain it.
2. Proof may be adduced with respect to ongoing violations occurring up to and through the date of the hearing, when these violations are sufficiently similar to those charged to put the Licensee on notice of the nature of the violation.
3. Upon the conclusion of a hearing, the Deputy Commissioner shall take such action upon such findings, determinations and recommendations as he/she deems proper and shall execute an order carrying such findings and determinations into effect.
4. The action of the Deputy Commissioner may include the assessment of civil penalties
5. An order of suspension or revocation of a Solid Waste Disposal License may contain such provisions as to renewal or reinstatement as the Deputy Commissioner may direct.
6. The Deputy Commissioner may direct a re-hearing or require the taking of additional evidence and may rescind or affirm a prior determination after such re-hearing.
7. The record of a formal hearing including the testimony of witnesses shall be made available to all parties for examination at the office of the Division of Solid Waste Management.
8. Copies of the record of a formal hearing including a transcript of the testimony of witness(es) may be purchased at the rate per page covering the cost thereof.

## **Administrative penalties for violation**

1. Any Person who violates any provision of these rules and regulations pertaining to the licensing of Haulers shall be subject to the imposition of a civil penalty by the Deputy Commissioner as follows:

- (a) For the first violation, up to 500.00.
- (b) For the second violation, up to \$1000.00.
- (c) For a third and succeeding violations, up to \$2000.00.

2. Any person who violates any provision of these rules and regulations pertaining to Source Separation of Recyclables shall be subject to the imposition of a civil penalty by the Deputy Commissioner as follows:

- (a) For the first violation, up to \$250.00.
- (b) For the second violation, up to \$500.00.
- (c) For the third violation and succeeding violations, up to \$1,000.00.

3. The civil penalty provided for in this Section may be sued for and recovered by the Deputy Commissioner in the proper court of jurisdiction in addition to any other expenses incurred by the County.

4. Each day or a part of a day on which a violation or failure continues shall constitute a separate violation.

#### **Enforcement other than by prosecution**

1. The Deputy Commissioner of his/her designee may seek to obtain voluntary compliance with these rules and regulations by way of notice, warning or educational means in the first instance.

2. This Section shall not be construed to require that such non-compulsory methods must be employed or attempted before proceeding by way of compulsory or other legally prescribed procedures.

#### **M. Intermunicipal Agreements.**

The Deputy Commissioner may enter into intermunicipal agreements with those municipalities having control over Solid Waste collection, that is, those offering municipal collection or private collection through municipal contracts. Intermunicipal agreements will obligate involved municipalities to deliver any amount of waste allocated by the Deputy Commissioner to designated facilities.

**N. Survival.**

If any portion of these rules and regulations are held by a court of competent jurisdiction to be unconstitutional or invalid to the extent that they are not held unconstitutional or invalid, they shall continue in full force and effect.

Dutchess County Division of Solid Waste Management

These rules and regulations become effective August 5, 2014.

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



EOIN WRAFTER, AICP  
ACTING COMMISSIONER

LINDSAY CARILLE  
DEPUTY COMMISSIONER

## COUNTY OF DUTCHESS

DEPARTMENT OF PLANNING AND DEVELOPMENT  
DIVISION OF SOLID WASTE MANAGEMENT

### MEMORANDUM

TO: Michael Kelsey, Legislator

FROM: Lindsay Carille, Deputy Commissioner *LC*

DATE: June 25, 2014

SUBJECT: Solid Waste Management – Rules and Regulations

Thank you for meeting with James Fedorchak, Carol Bogle, Catherine Durland, and me to discuss your concerns with the proposed changes to the rules and regulations. As discussed, so as to not delay the adoption of the Local Law and the ability to actively enforce the rules and regulations, the changes below will be added as an amendment before the end of 2014.

- In Section A. Purpose, subsection 1, the title of the current ten-year Local Solid Waste Management Plan, *Rethinking Waste*, will be deleted;
- In Section C. General Powers – Deputy Commissioner, subsection 1, the second sentence will be changed to add the wording, “and the Local Solid Waste Management Plan.” The sentence will read, “The Deputy Commissioner is authorized to amend these rules and regulations consistent with the policy established through these rules and regulations and the Local Solid Waste Management Plan but is not authorized to decrease or increase any fines or penalties or the amounts thereof for any violations of these rules and regulations without specific authorization and approval from the County Legislature.
- In Section C. General Powers – Deputy Commissioner, subsection 1, the following sentence will be added, “The Deputy Commissioner shall conduct an educational outreach program prior to the implementation of any substantive changes to the rules and regulations.”

c. William F.X. O’Neil, Deputy County Executive  
Michael A. Ellison, Assistant County Executive  
James M. Fedorchak, County Attorney  
Carol Bogle, Chief Assistant County Attorney  
Robert G. Rolison, Chairman of the Legislature  
Catherine Durland, Legislative Assistant to the Chairman  
Carolyn Morris, Clerk of the Legislature

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



EOIN WRAFTER, AICP  
ACTING COMMISSIONER

LINDSAY CARILLE  
DEPUTY COMMISSIONER

## COUNTY OF DUTCHESS

DEPARTMENT OF PLANNING AND DEVELOPMENT  
DIVISION OF SOLID WASTE MANAGEMENT

### MEMORANDUM

TO: Robert G. Rolison, Chairman of the Legislature  
James J. Miccio, Chairman, Environment Committee  
Members of the Dutchess County Legislature

FROM: Lindsay Carille, Deputy Commissioner  
James M. Fedorchak, County Attorney  
Carol Bogle, Chief Assistant County Attorney

DATE: June 30, 2014

SUBJECT: Solid Waste Management – Rules and Regulations

In 2013 the Dutchess County Legislature adopted the Dutchess County Local Solid Waste Management Plan. An integral undertaking within the Plan is for the County to update its rules and regulations which govern solid waste operations and disposal in Dutchess County. The undertaking, along with the need to bring the County's solid waste rules and regulations into conformity with the myriad of local laws which address solid waste management, has resulted in the Dutchess County Solid Waste Materials Management and Licensing Rules and Regulation presently under consideration by the Legislature.

The policy of the County and the purpose of the rules and regulations have not changed since the adoption of Local law No. 1 of 1984, which was the first of several local laws and amendments to address solid waste management issues in Dutchess County. The purpose is "To effectuate the management on a county-wide basis of all solid waste generated within or coming from outside of the County of Dutchess in order to protect the public health and safety."

The update to the rules and regulations is to ensure that the terminology used is correct and current, that mandatory source separation regulations are addressed, and that the enforcement of these regulations are not subject to challenge. The rules and regulations are a source of information concerning solid waste management in our County for those seeking a Solid Waste Disposal License and those who do business or reside in our County, and therefore must provide clear, concise and accurate information.

A redline version of the updated rules and regulations resulted in an incomprehensible and confusing document, due to the fact that the redline shows additions of language from the above-mentioned Local Laws as new insertions, although this language exists. Also, any changes in grammar, capitalization or section number when moving existing rules and regulations language to new sections, show as deletions in one place and new insertions in another, all

resulting in a colorful but confusing document. Therefore, a summary of the updates and substantive changes is provided below for your review.

The Purpose section of the rules and regulations has not changed other than to add language from Local Law No 4 of 1990 concerning mandatory Source Separation and to include language from Local Law No. 4 of 2000 Section 1, Legislative Determination and Finding, concerning prevention of infiltration of the solid waste hauling industry by undesirable or criminal elements.

The General Powers section has not changed, other than to move language found elsewhere in the current regulations to the more appropriate General Powers section (C.3. f and g), and the elimination of the power to issue warrants to any Peace Officer or any municipality or to the County Sheriff.

The following is an overview of substantive changes to the rules and regulations:

- All references to a “Commissioner” or to the “Department of Solid Waste Management” have been updated to reflect the current Dutchess County Charter and Administrative Code;
- **Section B. Definitions**, has be updated to provide a more comprehensive list of definitions, to provide current and relevant definitions, and to clarify which materials are mandatory to recycle;
- **Section E. Source Separation Provisions**, has been added to address mandatory source separation;
- **Sections F, G, H, I, and J**, which outline the Solid Waste Disposal Licensing process. These sections have been updated to include appropriate language from the solid waste management Local Laws, to provide concise, clear and understandable regulations, to clarify who needs a solid waste disposal license, and to include language found in Local Law No. 4 of 1990 concerning mandatory source separation;
- **Section L. Enforcement** has been updated to include a more comprehensive and clear process for enforcement and updated monetary penalties.

c. William F.X. O’Neil, Deputy County Executive  
Michael A. Ellison, Assistant County Executive

# *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 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*		
District 12 - Town of East Fishkill	Weiss (VC)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Strawinski	<i>absent</i>	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 10  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total : 10 0  
           Yes       No  
 Abstentions: 0

**2014172 A LOCAL LAW PROVIDING FOR THE ADOPTION OF DUTCHESS COUNTY SOLID WASTE MATERIALS MANAGEMENT AND LICENSING RULES AND REGULATIONS**

Date: July 2, 2014

# Roll Call Sheets

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

Present: 22

Absent: 3

Vacant: 0  
Tyner - Strawinski

Amend Section E, (1)

Resolution:

Motion:

Total: 7 15

Yes No

Abstentions: 0

1. All Haulers operating in the County of Dutchess must provide collection services for both Solid Waste and Regulated Recycling for all Persons **and with July 1, 2015, as a target date, phase in collection of food waste in separate containers of the over the next 12 months.**

Tyner-Strawinski

Re-Amend foregoing amendment to **phase in by January 1, 2016**

Date: July 7, 2014

Resolution No. 2014172

# Roll Call Sheets

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

Present: 22                      Resolution:    
 Absent: 3                              Motion:    
 Vacant: 0

Total: 22                      Yes                      No   
 Abstentions: 0

**2014172 A LOCAL LAW PROVIDING FOR THE ADOPTION OF DUTCHESS COUNTY SOLID WASTE MATERIALS MANAGEMENT AND LICENSING RULES AND REGULATIONS**

Date: July 7, 2014

The foregoing local law Resolution No. 2014172 was laid on desks on June 9, 2014, and considered on July 7, 2014.

Legislator Tyner made a motion, duly seconded by Legislator Strawinski, to amend Section E, (1), as follows:

1. All Haulers operating in the County of Dutchess must provide collection services for both Solid Waste and Regulated Recycling for all Persons **and with July 1, 2015, as a target date, phase in collection of food waste in separate containers of the over the next 12 months.**

Legislator Tyner amended his amendment, seconded by Legislator Strawinski, to phase in by January 1, 2016.

Roll call vote on the foregoing amendment resulted as follows:

AYES: 7 Jeter-Jackson, Perkins, Johnson, Tyner, Amparo, Farley, Strawinski

NAYS: 15

ABSENT: 3 Borchert, Hutchings, Miccio

Amendment defeated.

Roll call vote at that time resulted as follows:

AYES: 22

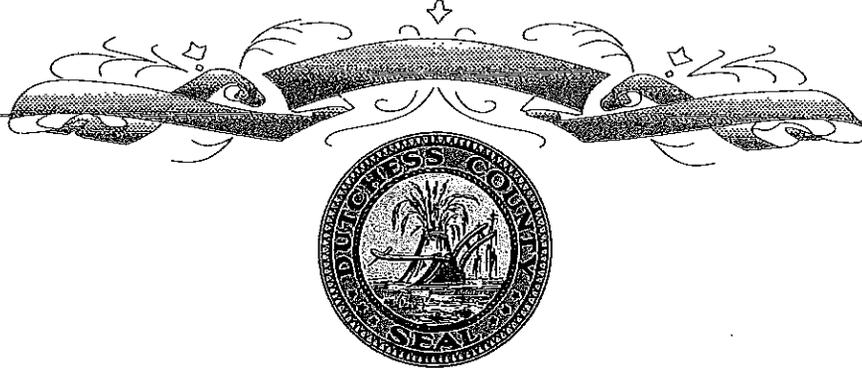
NAYS: 0

ABSENT: 3 Borchert, Hutchings, Miccio

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on July 21, 2014 and signed it into Law on July 23, 2014. The effective date of the Local Law was August 5, 2014.

# Dutchess County Legislature



Condolence: Philippe "Phil" Alcide Thibault

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

Whereas, the Dutchess County Legislature has learned with profound sadness and deep regret of the recent death of Philippe Alcide Thibault, on June 5, 2014, at the age of 50, and

Whereas, Philippe Alcide Thibault was born in Couvron (Aisne), France, on November 2, 1963, to Claudine and Roland Thibault, and

Whereas, Phil married Ann Garrison on September 10, 1994, and

Whereas, Phil studied geography and GIS, received his doctorate from the University of Minnesota, and was employed by Dutchess County in the Office of Computer Information Services Division as a GIS Project Leader for nearly fourteen years where he led the County's GIS efforts, and was the designer and programmer of the County's universally acclaimed Parcel Access application, and part of a web team that won a top 10 Best County Website for many years, and

Whereas, Phil's contributions to Dutchess County operations, along with every municipality in the County, and the public, are immeasurable, and

Whereas, Philippe was also an adjunct professor in the Geography Department at Vassar College, and

Whereas, Phil, a loving husband, father, brother, and son, is survived by his wife, Ann, and their three sons, Matthew, Julien, and Nathaniel, and his parents, Claudine and Roland Thibault, and

Whereas, Phil's 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 Philippe Alcide Thibault, and, be it further

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Philippe Alcide Thibault.

STATE OF NEW YORK

ss:

Resolution No. 2014173

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 9th day of June 2014, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of June 2014.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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

Constantine Kazolias, 47 Noxon Street, Poughkeepsie, spoke regarding the uneven equalization rates to the municipalities.

Tron, Black and Latino Coalition, spoke regarding the needed program for the youth in the City of Poughkeepsie.

Darrett Roberts, Poughkeepsie, stated that the drug problem was spreading all over the county and crime will be right behind it.

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

There being no further business, the Chairman adjourned the meeting at 9:07 p.m. in memory of Philippe Thibault.