

Regular Meeting
of the
Dutchess County Legislature

Monday, June 14, 2010

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

Roll Call by the Clerk of the Legislature

PRESENT: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner,
MacAvery, Miccio, Rolison, Roman, Sadowski, Surman, Thomes,
Traudt, Tyner, Weiss, White.

ABSENT: 0

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag.

The invocation was given by Reverend Scott L. Harris, Faith Bible Church, Meyers
Corners Road, Wappinger Falls, New York followed by a moment of silent meditation.

PRESENTATIONS:

F. D. Roosevelt High School Brass Quintet

COMMENDATIONS:

Commendation: Kevin Joseph Dorr

Commendation: Trevor Sean Polasek

Commendation: Denzel Lewis

Commendation: Bettina Briccetti – Wappinger Challenger League

Commendation: Our Lady of Lourdes Girls Junior Four Boat

Commendation: The Dutchess County Health Department

Without objection, the Chairman changed the Regular Order of Business to conduct public hearings prior to Privilege of the Floor.

The Clerk read the notice of public hearing for Grant to Partially Fund Purchase of Adjoining Properties by the Young Morse Historic Site for use as a Public Park Devoted to Open Space and Passive Recreational Uses

The Chairman declared the public hearing open.

There being no one wishing to be heard the Chairman declared the public hearing closed.

The Clerk read the notice of public hearing for Acquisition of a Conservation Easement on Mead Orchards in the Town of Red Hook, Dutchess County, New York

The Chairman declared the public hearing open.

There being no one wishing to be heard the Chairman declared the public hearing closed.

The Chairman entertained a motion from the floor, duly seconded and unanimously adopted, to suspend the Regular Order of Business to allow the public to address the Legislature on agenda items.

No one wishing to be heard, the Chairman entertained a motion to resume the Regular Order of Business.

Chairman Rolison entertained a motion to approve the minutes of May 10, 2010.

On motion by Legislator Flesland duly seconded by Legislator Cooper the May 10, 2010 minutes were approved.

Assistant Majority Leader Cooper requested a caucus duly seconded by Legislator Flesland and carried.

Chairman Rolison reconvened the meeting of the Dutchess County Legislature.

COMMUNICATIONS RECEIVED FOR THE JUNE, 2010 BOARD MEETING

RECEIVED from Fulton County Clerk of the Board of Supervisors resolutions entitled, "Directing the Probation Director to not submit a County Plan to Department of Probation and Correctional Alternatives for Implementation of Leandra's Law Interlock Device Procedures", and "Urging Governor Paterson and NYS Legislature to Delay Proposed Implementation of Ignition Interlock Provisions of Leandra's Law.

RECEIVED Petition for Referendum from qualified electors of Dutchess County, residing within proposed Part County Sewer District No. 6, Zones of Assessment A and B, in the Village and Town of Red Hook.

RECEIVED from Exempt Firemen's Association, Inc. letter in support of The Liquor Store & Wine Industry Revitalization Act – Bill A08632A.

RECEIVED from Department of Health & Human Services audit review on the County for the Period January 1, 2008 through December 21, 2008 of the audit performed by Pricewaterhousecoopers LLP, Certified Public Accountants, met Federal audit requirements.

RECEIVED from Senator Saland acknowledgement of Resolution No. 2010089.

RECEIVED from Town of Poughkeepsie Town Clerk notice of Public Hearings on July 7, 2010, at 7pm regarding Amendments to the Town Code of the Town of Poughkeepsie, Chapter 210 and on June 23, 2010 at 7 pm regarding Amendments to the Crown Heights Center Overlay District.

RECEIVED from Village Clerk of the Village of Wappingers Falls notice of public hearing regarding Town of Marlborough Proposed Local Law No. 5 of 2010 to Amend Various Sections within Chapter 155 "Zoning" of the Town Code.

RECEIVED from Saratoga County Clerk of Board of Supervisors resolution entitled, "Supporting the Schoolbooks for Haiti Project and Encouraging Support by other Counties."

RECEIVED from Comptroller Coughlan audit of the Dutchess Community College 2007 South Renovations Capital Project claim was conducted.

At this time Resolution No. 2010122 entitled, "A Resolution Authorizing the Issuance of \$1,209,980 Serial Bonds of the County of Dutchess, New York, to Pay the Cost of the Purchase of Equipment for the Department of Public Works in and for Said County" that was introduced at the Public Works and Capital Projects Committee Meeting held on May 6, 2010 for discussion only was considered.

Discussion on the foregoing Resolution No. 2010122 resulted as follows:

Legislator Goldberg moved to amend the foregoing resolution to reduce the amount to be bonded from \$1,209,980 to \$888,800 and to remove the wording *including incidental equipment* in Section 1, to remove the wording *or purposes* in Section 2, to remove the wording *or purposes* in Section 3, and to remove the wording *issuance of and to sell bond anticipation notes in anticipation of the issuance and* in Section 4 duly seconded by Legislator Doxsey.

Legislator Cooper moved to "Call the Question" duly seconded by Legislator Flesland and unanimously carried.

Roll call vote on the foregoing amendment resulted as follows:

AYES: 18 Bolner, Borchert, Cooper, Flesland, Forman, Horn, Horton, Hutchings, Incoronato, Kelsey, Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Weiss.

NAYS: 7 Doxsey, Goldberg, Jeter-Jackson, Kuffner, MacAvery, Tyner, White.

ABSENT: 0

Amendment defeated.

Roll call vote on the foregoing Resolution No. 2010122 resulted as follows:

AYES: 18 Bolner, Borchert, Cooper, Flesland, Forman, Horn, Horton, Hutchings, Incoronato, Kelsey, Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Weiss.

NAYS: 7 Doxsey, Goldberg, Jeter-Jackson, Kuffner, MacAvery, Tyner, White.

ABSENT: 0

Resolution adopted.

Public Works & Capital Projects

RESOLUTION NO. 2010122, 2010

BOND RESOLUTION DATED JUNE 14, 2010.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,209,980 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS IN AND FOR SAID COUNTY.

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

Section 1. The purchase of equipment for construction and maintenance purposes for the Department of Public Works in and for the County of Dutchess, New York, including incidental equipment and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,209,980.

Section 2. It is hereby determined that the plan for the financing of the aforesaid class of objects or purposes is by the issuance of \$1,209,980 serial bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 15 years, pursuant to subdivision 28 of paragraph a of Section 11.00 of the Local Finance Law, each item of equipment having a cost of at least \$30,000 or more.

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

contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

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

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

Section 7. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and,

accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

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

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on June 14, 2010, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 18 ayes and 7 noes, with 0 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on June 17, 2010, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Section 10. This resolution, which takes effect immediately, shall be published in full in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

* * * * *

The foregoing resolution was duly put to a vote which resulted as follows:

AYES: Bolner, Borchert, Cooper, Flesland, Forman, Horn, Horton, Hutchings, Incoronato, Kelsey, Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Weiss.

NOES: Doxsey, Goldberg, Jeter-Jackson, Kuffner, MacAvery, Tyner, White.

ABSENT: 0

The resolution was thereupon declared duly adopted.

* * * * *

Newspaper and/or other news media

Southern Dutchess News
Poughkeepsie Journal

Date given

June 10, 2010

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

Designated Location(s)

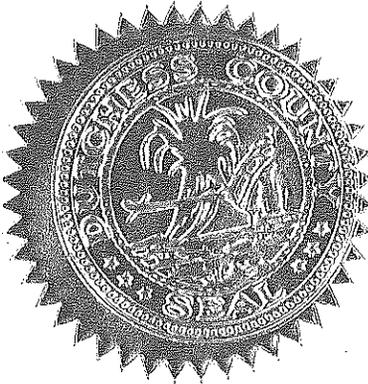
of posted notice

22 Market, Street, 6th Floor, County Office Building,
Poughkeepsie, New York

Date of Posting

June 10, 2010

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 15th day of June, 2010.



Patricia J. Hohmann

Clerk, County Legislature

APPROVED

William R. Steinhaus

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 6/17, 2010

DPW Equipment Purchase 2010

\$1,209,980 15 years at

3.90%

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,209,980	\$80,665	\$47,189	\$127,854
2	1,129,315	\$80,665	44,043	124,708
3	1,048,650	\$80,665	40,897	121,562
4	967,985	\$80,665	37,751	118,416
5	887,320	\$80,665	34,605	115,270
6	806,655	\$80,665	31,460	112,125
7	725,990	\$80,665	28,314	108,979
8	645,325	\$80,665	25,168	105,833
9	564,660	\$80,665	22,022	102,687
10	483,995	\$80,665	18,876	99,541
11	403,330	\$80,665	15,730	96,395
12	322,665	\$80,665	12,584	93,249
13	242,000	\$80,665	9,438	90,103
14	161,335	\$80,665	6,292	86,957
15	<u>80,670</u>	\$80,670	<u>3,146</u>	<u>83,816</u>
TOTAL		<u>\$1,209,980</u>	<u>\$377,515</u>	<u>\$1,587,495</u>
AVG. PER YEAR		\$80,665	\$25,168	\$105,833

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	\$1,209,980	
ANTICIPATED INTEREST RATE		3.90%
TERM	15 YEARS.	TOTAL ANTICIPATED FEES
ANTICIPATED ANNUAL COST (PRIN + INT):		\$105,833
TOTAL PAYBACK (ANNUAL COST x TERMS):		\$1,587,495

PREPARED BY PAMELA BARRACK

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 1,198,000

Total Current Year Revenue \$ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$1,198,000
Over Five Years: \$0

Additional Comments/Explanation:

Prepared by: Robert Burkind 4/1/10

2010 Department of Public works
Highway Construction & Maintenance (HCM) Division
Machinery Bond Request

The Department of Public Works HCM Division is responsible for maintenance and repair of the County's highway system, which consists of 394 miles of roads, associated storm water drainage and traffic control devices, and includes 312 bridges and drainage structures with spans over 5'.

This bond request is to allow the DPW HCM Division to purchase replacement equipment necessary to continue its road and bridge maintenance/repair work. The vehicles requested will serve as 'front-line' vehicles used daily to haul construction materials, plow snow, apply de-icing sand/salt, and to carry mechanics, workers, tools and equipment to job sites. The vehicles identified for replacement require increased maintenance, and their operational reliability is greatly diminished. Where feasible, the replaced vehicles will be outfitted to serve as 2nd line vehicles in less demanding roles within the Division. They will, in turn, replace older vehicles that are no longer serviceable. The cost for the requested replacement vehicles is estimated at \$1,198,000. A specific vehicle list is provided below.

<i>Veh. I.D.</i>	<i>Current Make/Yr</i>	<i>Veh. Type</i>	<i>Miles/Hours</i>	<i>Cost Est.</i>	<i>Primary Use</i>	<i>Remarks</i>
P-23	2004 Ford	Sector Patrol truck	109,000	\$38,000	yr-round road maint. work	High mileage, increased maintenance costs.
G-2	1999 Intl	Gang Truck	119,000	\$140,000	crew truck for constr.	High mileage, numerous repairs done, increased maintenance costs.
G-3	1999 Intl	Gang Truck	105,000	\$140,000	crew truck for paving	High mileage, numerous repairs done, dump body rotting.
R-4	1990 Chevy	Vehicle Repair truck	51,000	\$40,000	mobile repair truck	Cab & chassis is rusting. High maintenance needs. Existing utility body to be reused on new truck.
T-3	1995 Paystar	10 whl dump/ plow truck	average 160,000 mi 4943 hrs	\$280,000	construction/ snow plowing	High mileage, numerous repairs done, frame is beginning to rot, increased maintenance costs.
T-5	1995 Paystar	10 whl dump/ plow truck		\$280,000	construction/ snow plowing	High mileage, numerous repairs done, frame is beginning to rot, increased maintenance costs.
T-9	1995 Paystar	10 whl dump/ plow truck		\$280,000	construction/ snow plowing	High mileage, numerous repairs done, frame is beginning to rot, increased maintenance costs.
				\$1,198,000		

Note: Estimates for individual vehicles are approximate based on current information. Some vehicle costs may actually come in lower or higher than estimated; however, the cost for all vehicles combined will be within the total \$1.198 million.

**2010 Capital Equipment Request List
DPW Highway Construction & Maintenance Division**

Table 1 – Critical equipment needs for department to meet its mission.

Priority No.	Vehicle I.D.	Current Make/Year	Vehicle Type	Miles/Hours	Repl	New	Cost Est.	Primary Use	Description
1**	P-23	2004 Ford	Sector Patrol truck	109,000	√		\$38,000	yr-round road maint. work	Front-line vehicle for highway maintenance staff.
	G-2	1999 Intl	Gang Truck	119,000	√		\$140,000	crew truck for constr.	Front-line vehicle for highway construction and repair crew.
2**	G-3	1999 Intl	Gang Truck	105,000	√		\$140,000	crew truck for paving	Front-line vehicle for highway paving crew.
	R-4	1990 Chevy	Vehicle Repair truck	51,000	√		\$40,000	mobile repair truck	Request for new cab & chassis. Existing utility body to be reused.
4**	T-3	1995 Paystar	10 whl dump/plow truck	average 160,000 mi 4943 hrs	√		\$280,000	construction/ snow plowing	Front-line vehicle for construction, paving, snow plowing and sanding.
	T-5	1995 Paystar	10 whl dump/plow truck		√		\$280,000	construction/ snow plowing	Front-line vehicle for construction, paving, snow plowing and sanding.
	T-9	1995 Paystar	10 whl dump/plow truck		√		\$280,000	construction/ snow plowing	Front-line vehicle for construction, paving, snow plowing and sanding.
Total =							\$1,198,000		

** This equipment is included in Dutchess County's 2010 Capital Improvement Program.

H0418 2010 DPW Highway Equipment Bond Resolution

APPROPRIATIONS

Increase

H0418.5010.2400.15	Highway & Street Equipment - 15 Years	1,198,000.00
H0418.5010.3900	Bond Issuing Costs	11,980.00
		\$1,209,980.00

REVENUE

Increase

H0418.5010.57100	Serial Bonds	\$1,209,980.00
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Note: Estimates for individual equipment items are approximate based on current information. Some items may actually come in lower or higher than estimated, however, the cost for all equipment items combined will be within the total funding authorization.

At this time Resolution No. 2010124 entitled, "A Resolution Authorizing the Issuance of \$2,420,210 Serial Bonds of the County of Dutchess, New York, to Pay a Portion of the Cost of the Reconstruction of and Construction of Improvements to Various Buildings in and for said County" that was introduced at the Public Works and Capital Projects Committee Meeting held on May 6, 2010 for discussion only was considered.

Roll call vote on the foregoing Resolution No. 2010124 resulted as follows:

AYES: 24 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn, Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery, Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Tyner, Weiss, White.

NAYS: 1 Traudt.

ABSENT: 0

Resolution adopted.

Public Works & Capital Projects

RESOLUTION NO. 2010123, 2010

BOND RESOLUTION DATED JUNE 7, 2010.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,979,600 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE AND INSTALLATION OF EMERGENCY GENERATORS IN AND FOR SAID COUNTY.

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

Section 1. The purchase and installation of emergency generators at County office buildings in and for the County of Dutchess, New York, including incidental equipment and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,979,600.

Section 2. It is hereby determined that the plan for the financing of the aforesaid class of objects or purposes is by the issuance of \$1,979,600 serial bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 10 years, pursuant to subdivision 13 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable.

An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

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

Section 7. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be

determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

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

Section 10. This resolution, which takes effect immediately, shall be published in full in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

DPW EMERGENCY GENERATORS
1,979,600.00 For 10 years 3.50%

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,979,600.00	\$197,960.00	\$69,286.00	\$267,246.00
2	1,781,640.00	197,960.00	62,357.40	260,317.40
3	1,583,680.00	197,960.00	55,428.80	253,388.80
4	1,385,720.00	197,960.00	48,500.20	246,460.20
5	1,187,760.00	197,960.00	41,571.60	239,531.60
6	989,800.00	197,960.00	34,643.00	232,603.00
7	791,840.00	197,960.00	27,714.40	225,674.40
8	593,880.00	197,960.00	20,785.80	218,745.80
9	395,920.00	197,960.00	13,857.20	211,817.20
10	197,960.00	<u>197,960.00</u>	<u>6,928.60</u>	<u>204,888.60</u>
TOTAL		<u>\$1,979,600.00</u>	<u>\$381,073.00</u>	<u>\$2,360,673.00</u>
AVG. PER YEAR		\$197,960.00	\$38,107.30	\$236,067.30

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	\$1,979,600.00
ANTICIPATED INTEREST RATE	3.50%
TERM YEARS: 10	TOTAL ANTICIPATED FEES: \$19,600.00
ANTICIPATED ANNUAL COST (PRIN + INT):	\$236,067.30
TOTAL PAYBACK (ANNUAL COST x TERMS):	\$2,360,673.00

PREPARED BY PAMELA BARRACK

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 1,960,000

Total Current Year Revenue \$ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$1,960,000

Over Five Years: \$0

Additional Comments/Explanation:

Prepared by: Roman Yasiejko

H0419 2010 Emergency Generators

APPROPRIATIONS

Increase

H0419.1620.2500.10	Emergency Generators	1,960,000
H0419.1620.3900	Bond Issuing Costs	19,600
		<hr/>
		\$1,979,600
		<hr/>

REVENUE

Increase

H0419.1620.57100	Serial Bonds	<hr/>
		\$1,979,600
		<hr/>



Dutchess
County
Public
Works

Dutchess

William R. Steinhaus
County Executive

Charles E. Traver
Commissioner
of Public Works

22 Market Street
Poughkeepsie
New York
12601
(845) 486-2121
Fax (845) 486-2099

MEMORANDUM

To: William O'Neil, Assistant to the County Executive

From: Charles E. Traver, Commissioner of Public Works *cet*

Date: April 12, 2010

Re: DPW – Buildings Bond Resolution Request for Emergency Generators

2010 APR 12 PM 4:03

DUTCHESS COUNTY
EXECUTIVE
RECEIVED

The Department of Public Works Buildings Division is requesting emergency generators in a proactive approach to balance present and future needs.

The 2008 Capital Program adopted by the Legislature, included installation of emergency generators at the County Office Building and the Department of Mental Hygiene at 230 North Road; however the resolution request in May 2008 for this work was tabled. In light of the recent, extended power outages last month, it would also be prudent to add emergency generators at Social Services and the Sheriff's Building.

The total cost estimate bond request for this project is \$1,960,000, which is based upon design and bidding for a late 2010 timeframe. In order to achieve this schedule and budget, it is requested to be placed on the Legislative Agenda for discussion and consideration May.



Dutchess
County
Public
Works

Dutchess

William R. Steinhaus
County Executive

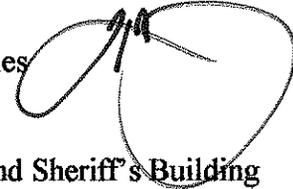
Charles E. Traver
Commissioner
of Public Works

Roman Yaszko, R.A.
Director of
Physical Facilities

22 Market Street
Poughkeepsie
New York
12601
(845) 486-2121
Fax (845) 486-2099

MEMORANDUM

TO: Charles E. Traver, Commissioner of Public Works
FROM: Roman Yaszko, R.A., Director of Physical Facilities
DATE: 12 April 10
RE: 2010 DPW Buildings Bond Resolution Request -
Emergency Generators for the COB, DMH, DSS and Sheriff's Building



The Department of Public Works believes that its pro-active approach to capital planning enables the County to balance present and future needs, reduce liabilities, upgrade its buildings with more energy efficient systems and environmentally appropriate components, decrease emergency repair projects, minimize costs and develop its facilities portfolio to maximize the County's financial assets.

The 2008 Capital Program adopted by the Legislature scheduled the installation of emergency generators at the County Office Building and the Mental Hygiene facility. The resolution request for this work was submitted for inclusion in the May 2008 Legislative Board meeting, but was tabled.

In light of the recent, extended power outages last month in four Southern Dutchess communities, it is prudent to revisit this two year old request.

Emergency Generators for the COB, DMH, DSS and Sheriff's Building

- The County Office Building (COB) at 22 Market Street houses the executive, legislative, financial and legal functions of the County. In the event of an extended natural or man-made power outage, a full service generator will allow these services to continue and will provide the opportunity to expand critical services to operate from this facility as well.
- The physical layout of the Department of Mental Hygiene Building (DMH), at 230 North Road, is ideal to provide flexibility during an extended power outage. It is mainly a one-story building with open areas and many rooms that can be isolated and accessed individually. It has a full-service operating kitchen that can be used in an extended crisis.
- The Department of Social Services Building at 60 Market Street provides critical services to a vulnerable segment of our local population. An emergency generator will allow the County to provide these services in an extended crisis.
- The Sheriff's Building currently shares an emergency generator with the old, 1985 portion of the Jail. This building serves as the headquarters for the County's chief law enforcement unit and houses the communication and dispatch functions so vital in times of crisis. An independent and dedicated emergency generator will isolate the law enforcement building from the Jail and would provide the necessary redundancy for emergency operation.

The scope of work for improvements is as follows:

• Emergency Generator for COB	\$ 610,000
• Emergency Generator for DMH	475,000
• Emergency Generator for DSS	505,000
• Emergency Generator for Sheriff	<u>370,000</u>
	\$ 1,960,000

This project, as a replacement in kind, constitutes a Type II action and thus is exempt from review under the SEQRA process. The projected probable cost is \$ 1,960,000.

The total bond request for this project is \$1,960,000. This estimated figure does not include bond issuance costs.

It is critical to keep in mind that the estimated costs for each project or line item are approximate only. Actual costs may vary according to bid results and changes in the field during construction. Care must be taken in providing language by bond counsel to allow maximum flexibility within the law to facilitate movement of funds between line items during the course of the work.

The basis for this cost estimate is rooted in a late 2010 design and bidding timeframe. In order to achieve this schedule and budget, please place this request on the Legislative agenda for discussion and consideration in May anticipating a vote for the June meeting. Thank you.



ORRICK

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

April 13, 2010

Douglas E. Goodfriend
(212) 506-5211 (Direct Dial)
dgoodfriend@orrick.com

VIA E-MAIL (pbarrak@co.dutchess.ny.us; cwu@co.dutchess.ny.us);

Ms. Pamela Barrack
Commissioner of Finance

and

Ms. Corinna Wu
First Deputy Commissioner of Finance
Dutchess County
Department of Finance
22 Market Street
Poughkeepsie, New York 12601-3294

Re: County of Dutchess, New York
Purchase/Installation of Emergency Generators - \$1,979,600 Bonds
Orrick File: 43218-2-64

Dear Pam and Corinna:

In accordance with your recent request, I have prepared and enclose herewith a form of bond resolution authorizing the issuance of \$1,979,600 serial bonds to pay the cost of the purchase and installation of emergency generators.

If utilized, please see that the resolution is adopted by the affirmative vote of at least two-thirds of the entire voting strength of the County Legislature and that the Legal Notice of estoppel of the bond resolution, a form of which I enclose herewith for your convenience, is published once in the official newspapers of the County.

When available, kindly return to me a certified copy of the enclosed resolution, together with an original printer's affidavit of publication of the Legal Notice of estoppel of the resolution from each of the newspapers in which the same is published.

With best wishes,

Very truly yours,

Douglas E. Goodfriend

DEG/zmt
Enclosures
160705959.01

Yasiejko, Roman

From: Lennon, Gerard
Sent: Monday, April 12, 2010 2:15 PM
To: Yasiejko, Roman
Cc: Imperati, Kirk; Anderson, Adrian
Subject: Sheriff generator

Roman:

The Law Enforcement building on the Sheriffs campus has limited electrical service during periods of time when the generator is operating. During a recent electrical repair of the transfer switch on the existing generator the power needed to be shut down for a short period of time. In preparation for the shutdown we identified that having only limited power compromises our dispatch system along with the radio and the computer network. We feel that having an independent back up power source isolating the Jail from the Law Enforcement building would provide the necessary redundancy for emergency operation.

Thank you,

Capt Gerard F. Lennon

From: Phillips, William
Sent: Monday, April 12, 2010 1:56 PM
To: Yasiejko, Roman; Traver, Charles
Cc: Anderson, Adrian; Imperati, Kirk; Piastro, Paul; Lennon, Gerard; Krom, George; Gdula, Todd; Walters, Michael; Phillips, William
Subject:

Roman,

We would like an additional generator in order to split the Jail and Sheriffs Building so they both have their own generators. As of now, the 1983 Caterpillar Generator supplies both buildings. The Sheriffs building should have its own generator to run more electric lights and outlets. If there were an electric outage for a long period of time, the current generator could only run less than half of the Sheriff's Building on generator back-up power.



William Phillips
Maintenance Supervisor
150 North Hamilton Street
Poughkeepsie, NY 12601
(845) 486-3914
(845) 242-3100 (Cell)
(845) 486-3913 (Fax)

4/12/2010

2010 Emergency Generator Bond Resolution Request Summary

(07 Jun 10)

Key Considerations

- The Dutchess County Security Task Force “*review(ed) responsibilities of Dutchess County Government to provide continuing services to its citizens*” in an extended crisis at its initial meeting on 19 October 2001, in the aftermath of 9/11.
- Security experts discussed emergency generators at key County facilities; limited Security Project funding placed emphasis on access control.
- Major Power Outages over the past 20-plus years
 1. 1987 Snowleaf
 2. 1997 Snowbud
 3. 2003 Northeast Blackout
 4. 2007 Downtown Poughkeepsie Outage
 5. 2010 February 26 Snowstorm and power outage
- With extended power outages, the following life safety and buildings systems are affected:
 1. Fire Alarm
 2. Security System (access control)
 3. Emergency Lighting
 4. Overhead Lighting
 5. Telecommunications
 6. Technology & Data
 7. Elevators
 8. HVAC & Plumbing
 9. Electrical Power
 10. Employee Productivity Loss
 11. Staff/Public Safety

Proposed Locations

1. County Office Building (COB)

This building houses the executive, legislative, financial and legal functions of the County. Ensure continuance of service to the people at this most critical location.

2. Department of Mental Hygiene (DMH)

The physical layout is ideal to provide flexibility in an extended crisis. This one-story building has a full-service kitchen along with sufficient large, open areas and many smaller rooms that can be isolated and accessed individually.

3. Department of Social Services (DSS)

This department provides critical services to a vulnerable segment of our local population. Critical services will be delivered from this facility.

4. Sheriff's Building

Currently shares an emergency generator with the old, 1985 portion of the Jail. A dedicated emergency generator will isolate the law enforcement building from the Jail and provide the necessary redundancy for emergency operation.



Dutchess
County
Executive

Dutchess

William R. Steinhaus
County Executive

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

Memorandum

To: Rob Rolison, Chairman of the Legislature

From: Nancy Giordano, Chief of Staff *leg*

Re: Resolution Number 2010123

Date: June 9, 2010

2010 JUN -9 P 1:55
DUTCHESS COUNTY
LEGISLATURE

In response to your concerns and as we discussed with you, please pull Resolution No. 2010123, the \$1.98 million bond request for emergency generators from the County Legislature's June agenda. Further discussion on this issue will be deferred until our annual Capital Plan process that we'll undertake later this year in the development of the 2011 budget.

Thank you.

cc: Gary Cooper, Majority Leader
Angela Flesand, Assistant Majority Leader
Dale Borchert, Legislator
Michael Ellison, Assistant to the Chairman

Resolution No. 2010123 was pulled and no further action was taken in 2010.

RESOLUTION NO. 2010124, 2010

BOND RESOLUTION DATED JUNE 14, 2010.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,420,210 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE RECONSTRUCTION OF AND CONSTRUCTION OF IMPROVEMENTS TO VARIOUS BUILDINGS IN AND FOR SAID COUNTY.

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

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

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

Section 1. The cost of the reconstruction of and construction of improvements to various buildings in and for the County of Dutchess, New York, including original equipment, machinery, apparatus, appurtenances, site improvements, and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$3,138,960.

Section 2. **SEQR DETERMINATION:** It is hereby determined that the aforesaid class of objects or purposes constitutes a Type II Action under the regulations of the State of New York promulgated pursuant to the State Environmental Quality Review Act each of which, as such, will not have a significant adverse impact upon the environment.

Section 3. It is hereby determined that the maximum estimated cost of the aforesaid specific object or purpose is \$3,138,960, and that the plan for the financing thereof is as follows:

- (a) by the issuance of the \$2,420,210 serial bonds hereby authorized to be issued pursuant to the provisions of the Local Finance Law; and
- (b) by the expenditure of \$718,750 available monies which monies are hereby appropriated therefor.

Section 4. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 25 years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 6. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 7. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of

Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 8. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 9. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges

shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 10. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 11. The validity of such bonds and bond anticipation notes may be contested only if:

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

Section 12. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

* * * * *

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on June 14, 2010, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 24 ayes and 1 noes, with 0 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on June 17, 2010, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media

Date given

Southern Dutchess News
Poughkeepsie Journal

June 10, 2010

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

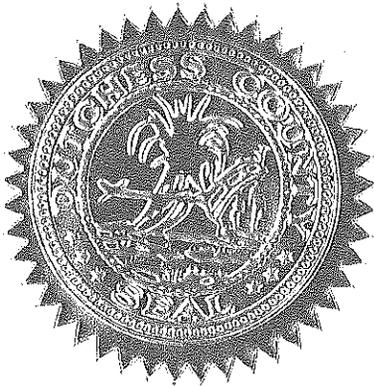
Designated Location(s)
of posted notice

Date of Posting

22 Market, Street, 6th Floor, County Office Building,
Poughkeepsie, New York

June 10, 2010

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 15th day of June, 2010.



Patricia J. Hohmann
Clerk, County Legislature

APPROVED

William R. Steinhaus
WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 6/17, 2010

BUILDING RECONSTRUCTION/CONSTRUCTION

2010

\$2,420,210 at 4.40%

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$2,420,210.00	\$96,808.00	\$106,489.24	\$203,297.24
2	2,323,402.00	96,808.00	102,229.69	199,037.69
3	2,226,594.00	96,808.00	97,970.14	194,778.14
4	2,129,786.00	96,808.00	93,710.58	190,518.58
5	2,032,978.00	96,808.00	89,451.03	186,259.03
6	1,936,170.00	96,808.00	85,191.48	181,999.48
7	1,839,362.00	96,808.00	80,931.93	177,739.93
8	1,742,554.00	96,808.00	76,672.38	173,480.38
9	1,645,746.00	96,808.00	72,412.82	169,220.82
10	1,548,938.00	96,808.00	68,153.27	164,961.27
11	1,452,130.00	96,808.00	63,893.72	160,701.72
12	1,355,322.00	96,808.00	59,634.17	156,442.17
13	1,258,514.00	96,808.00	55,374.62	152,182.62
14	1,161,706.00	96,808.00	51,115.06	147,923.06
15	1,064,898.00	96,808.00	46,855.51	143,663.51
16	968,090.00	96,808.00	42,595.96	139,403.96
17	871,282.00	96,808.00	38,336.41	135,144.41
18	774,474.00	96,808.00	34,076.86	130,884.86
19	677,666.00	96,808.00	29,817.30	126,625.30
20	580,858.00	96,808.00	25,557.75	122,365.75
21	484,050.00	96,808.00	21,298.20	118,106.20
22	387,242.00	96,808.00	17,038.65	113,846.65
23	290,434.00	96,808.00	12,779.10	109,587.10
24	193,626.00	96,808.00	8,519.54	105,327.54
25	96,818.00	<u>96,818.00</u>	<u>4,259.99</u>	<u>101,077.99</u>
TOTAL		<u>\$2,420,210.00</u>	<u>\$1,384,365.40</u>	<u>\$3,804,575.40</u>
AVG. PER YEAR		\$96,808.40	\$55,374.62	\$152,183.02

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	\$2,420,210.00
ANTICIPATED INTEREST RATE	4.40%
YEARS. TOTAL ANTICIPATED FEES	
TERM 25 INCLUDED:	\$23,960.00
ANTICIPATED ANNUAL COST (PRIN + INT):	\$152,183.02
TOTAL PAYBACK (ANNUAL COST x TERMS):	\$3,804,575.40

PREPARED BY PAMELA BARRACK

2010 DPW Buildings Reconstruction

APPROPRIATIONS

Increase

H0420.1620.3150	Building Reconstruction	3,115,000
H0420.1620.3900	Bond Issue Costs	23,960
		<u>\$3,138,960</u>

REVENUE

Increase

H0420.1620.26800	Insurance Recoveries	100,000
H0420.1620.35970	Transportation Capital Grant	68,750
H0420.1620.45890.00	Other Transportation Capital Project	550,000
H0420.1620.57100	Serial Bond	2,420,210
		<u>\$3,138,960</u>

Note: Individual budget line amounts are based on initial estimates and may actually be higher or lower depending on the analysis findings and recommendations. The actual amount needed in total for analysis, administrative and equipment costs, and implementation work combined will be within the total funding authorization of \$3.115 million.

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 3,138,960

Total Current Year Revenue \$ 718,750

and Source

Federal Aid \$550,000

State Aid \$68,750

Insurance Recovery Estimated \$100,000

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

Identify Line Items(s):

See Attached

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$718,750

Net County Cost (this year): \$2,420,210

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Roman Yasiejko

2010 Buildings Bond Resolution Request



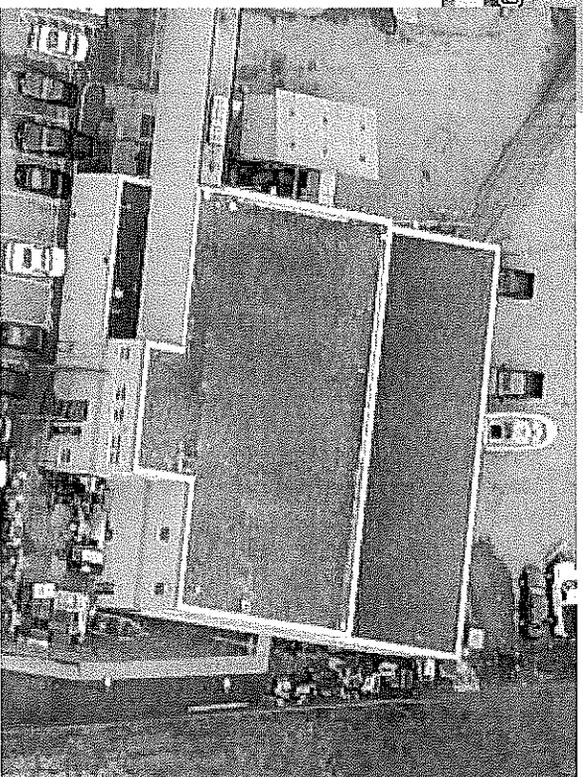
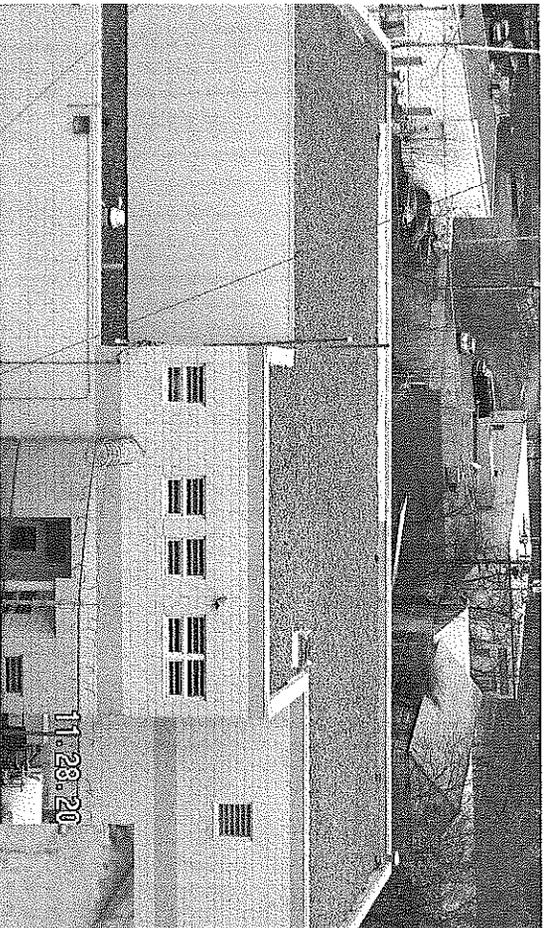
Presented by: Roman Yasiejko DC DPW Buildings

06 May 2010

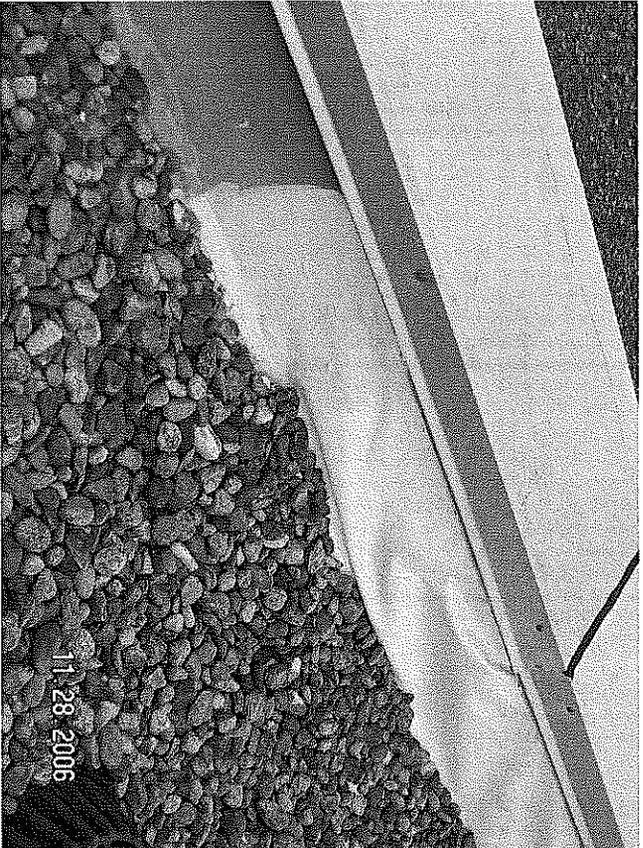
Proposed Projects

1. Roof Replacement at the Sheriff's Gymnasium Building
2. Roof Replacement at LOOP Bus Garage
3. Fire Protection Improvements at DSS, Bowdoin Park and Farm and Home Center
- ~~4. Electrical Upgrades at DSS~~

Roof Replacement at Sheriff's Gymnasium Building



Roof Replacement at Sheriff's Gymnasium Building

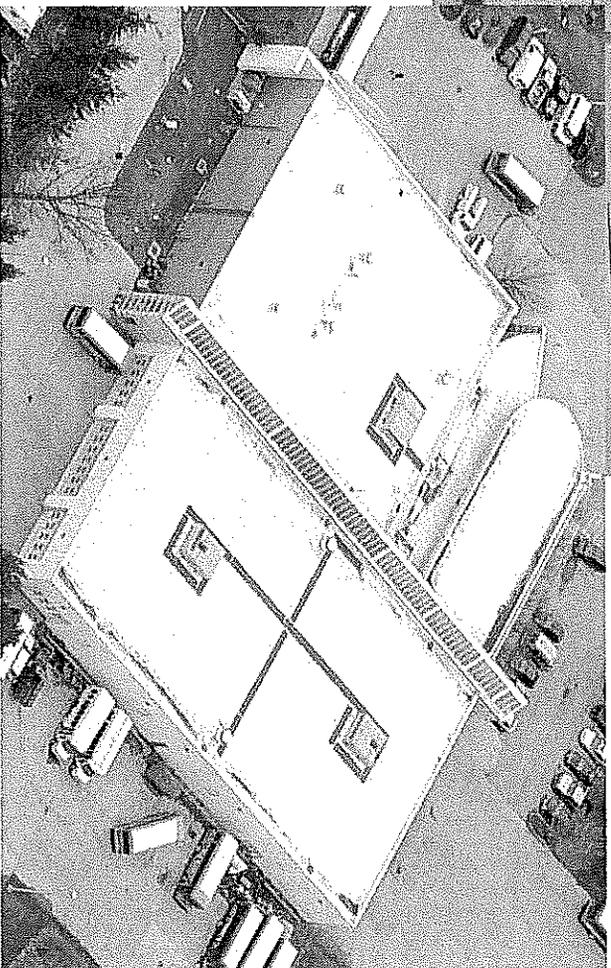


Roof Replacement at Sheriff's Gymnasium Building

Major Issues

- Roof Beyond Repair
 - Rain Damage to Interior
 - Fire Alarm System Disabled
- The scope of work for improvements is as follows:
 - Remove and replace roof
 - Remove and replace floor
 - Remediate mold
 - Patch, prime and paint walls & metal deck
 - Replace existing lights with energy efficient fixtures

LOOP Bus Garage Roof Replacement



LOOP Bus Garage Roof Replacement

Key Points

- Roof Vintage 1991
- Partially Damaged by May 2008 Bus Fire
 - Insulation rendered ineffective
 - Minor, non-structural damage to steel components of roof deck
- Funding Sources
 - Estimated Federal Aid is \$550,000
 - Estimated State Aid is \$68,750
 - Estimated recoverable cost due to fire \$252,000 estimated Pending approval from the insurance adjuster
 - Estimated County Share: \$819,250
- Scope of work for improvements is as follows:
 - Remove and replace roof
 - Remedial repair work of the metal decking and steel components may be required

Fire Protection and Life Safety Improvements



Department of Social Services

Fire Protection and Life Safety Improvements

Department of Social Services

- Building fire alarm system
 - Archaic and Outdated
 - Replacement parts cannot be obtained
 - Existing smoke detectors are not spaced per current code

- Garage Fire Sprinkler System
 - Significant corrosion of pipes walls
 - Rust reduces water flow and could result in sprinkler blockage
 - Experiencing repeated leaks
 - Replacement of garage piping and associated valves required

Fire Protection and Life Safety Improvements



Bowdoin Park – Community Center



Bowdoin Park – Mapleknoll Lodge

Fire Protection and Life Safety Improvements

Bowdoin Park

- Community Center
 - Houses the Parks Department staff
 - Portion of building rented out to the public on occasion for community activities
 - Stand alone smoke detector system wired into the electrical system
 - Activates internally within the building
 - Not monitored

- Mapleknoll Lodge
 - Rented to the public for various community and private functions
 - Stand alone smoke detector system wired into the electrical system
 - Activates internally within the building
 - Not monitored

Fire Protection and Life Safety Improvements



Farm and Home Center
Millbrook, NY



Fire Protection and Life Safety Improvements

Farm and Home Center

- Houses the Cornell Cooperative Extension
 - Offices and Activities
 - Public Meetings
- Building does not meet current NYS Fire Code requirements

Fire Protection and Life Safety Improvements

Scope of Fire Protection Improvements

- Upgrade & modernize DSS fire alarm system
- Replace DSS garage sprinkler piping and associated valves
- Install an addressable fire alarm system at:
 - Bowdoin Park Community Center
 - Bowdoin Park Mapleknoll Lodge
 - Farm And Home Center

Cost Breakdown of Project Categories

\$750K	Roof Replacement at the Sheriff's Gymnasium Building
\$820K	Roof Replacement at LOOP Bus Garage (Estimated County share)
\$675K	Fire Protection Improvements at DSS, Bowdoin Park and Farm and Home Center
\$304K	Electrical Upgrades at DSS
\$2,245K	Total of Project Category Costs (Estimated County Share)

Conclusion

- Projects are critical for County operations and public safety.
- The total new Capital Project request (estimated County share) is for \$2,245K.
- The total costs for all projects undertaken will not exceed the total funding authorization.

2010 Emergency Generators At Four County Buildings



Presented by: Roman Yasiejko DC DPW Buildings

06 May 2010

Major Power Outages

- 1987 Snowleaf
- 1997 Snowbud
- 2003 Northeast Blackout
 - Power fluctuation caused significant disruption of the power grid
 - Resulted in a blackout that affected approximately 55 million people
- 2007 Downtown Poughkeepsie Outage
- 2010, February 26
 - Largest Power Outage in Recent History (150,000 Central Hudson Customers without power)
 - 51,000 Outages just in Dutchess County
 - Several Days before Power was Restored in Some Places
 - *Most of Beacon without power until March 5th.*

Generators in the News

Wappinger plans to install generator

Michael Woyton
Poughkeepsie Journal

WAPPINGERS FALLS — By the next major snowstorm, the Wappinger town highway department could have its own source of emergency power.

At a recent meeting, the town board voted to get cost estimates for a generator that would enable operations to continue during power outages.

"It's not an option," said Councilman William Beale. "When the people of the town are without power, you need a highway department that has power."

During the February snowstorm, which knocked out power over much of Dutchess County, Highway Superintendent Graham Foster and his crew were unable to refuel their trucks.

Foster said they had to go to neighboring towns unaffected by the outage and pay retail prices for fuel. Also without electricity there was no heat, telephone service or radio for communications at the facility.

"We couldn't operate the lifts," Foster said. "We couldn't operate anything in the garage."

During the emergency, three trucks had to be serviced at a shop in Beacon. "Fortunately, they got

on them right away," Foster said. The Wappinger town hall used its generator to keep the lights on and phones working during the outage. The building was available to the public as a warming center.

Town Engineer Bob Gray said the board had accepted a bid of \$103,000 in 2006 to purchase and install a generator at the highway facilities. Attorney Al Roberts said a bond was never put in place and the project did not go forward.

Gray said the town had spent almost \$9,000 on a design for the generator four years ago, but those specifications would have to be examined to see if it was up to today's standards. He proposed having the engineer who did the original design work on the updated design at a cost of \$3,700. Gray said the generator system, as configured, would automatically start if there was an outage.

Beale said he was under the impression, prior to the snow emergency, that the garage already had a generator.

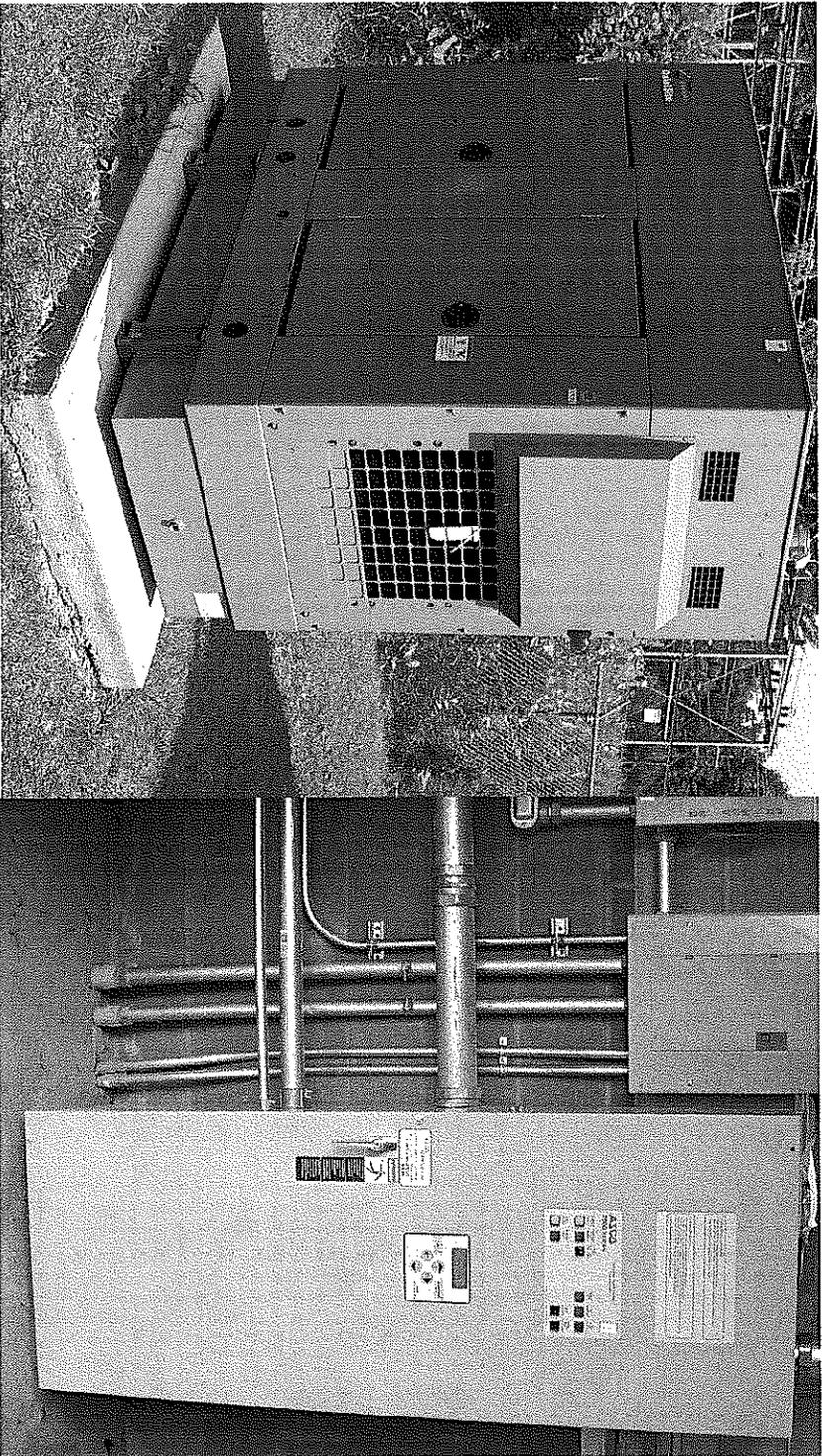
Foster said the facility has a small portable generator. "We use it to run tools on the back of trucks in the summer," he said.

Reach Michael Woyton at mwoyton@poughkeepsiejournal.com or 845-451-4518.

Poughkeepsie Journal

Sunday May 2, 2010

Emergency Electrical Generators



What happens if.....

We experience an extended power loss at.....

- County Office Building
- Department of Social Services
- Department of Mental Hygiene
- Sheriff's Office at DC Jail

County Office Building

Key Facts:

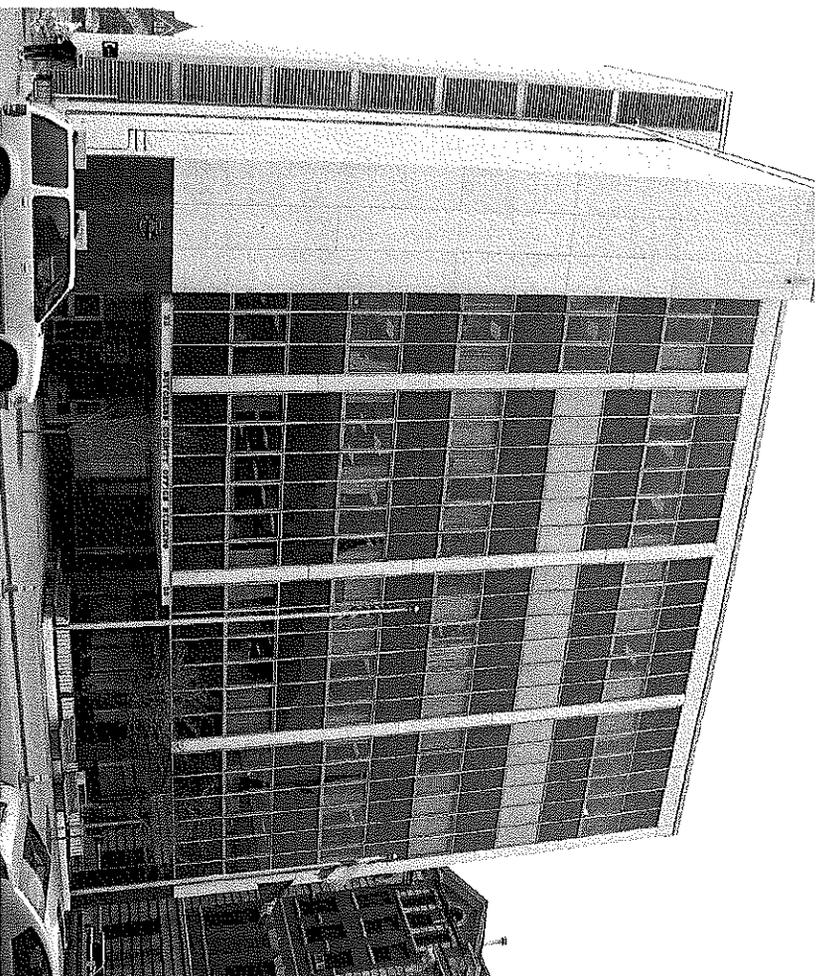
- Built in 1965
- 6 stories + basement
- 89,267 Sq. Ft.

Hub of County Government:

- Executive
- Legislative
- Legal
- Financial

Estimated Generator Size

- 510 kW



Department of Social Services

Key Facts:

- Built in 1987
- 4 stories + basement parking
- 67,660 Sq. Ft.
- Provides critical services to a vulnerable segment of our local population

Estimated Generator Size

- 300 kW



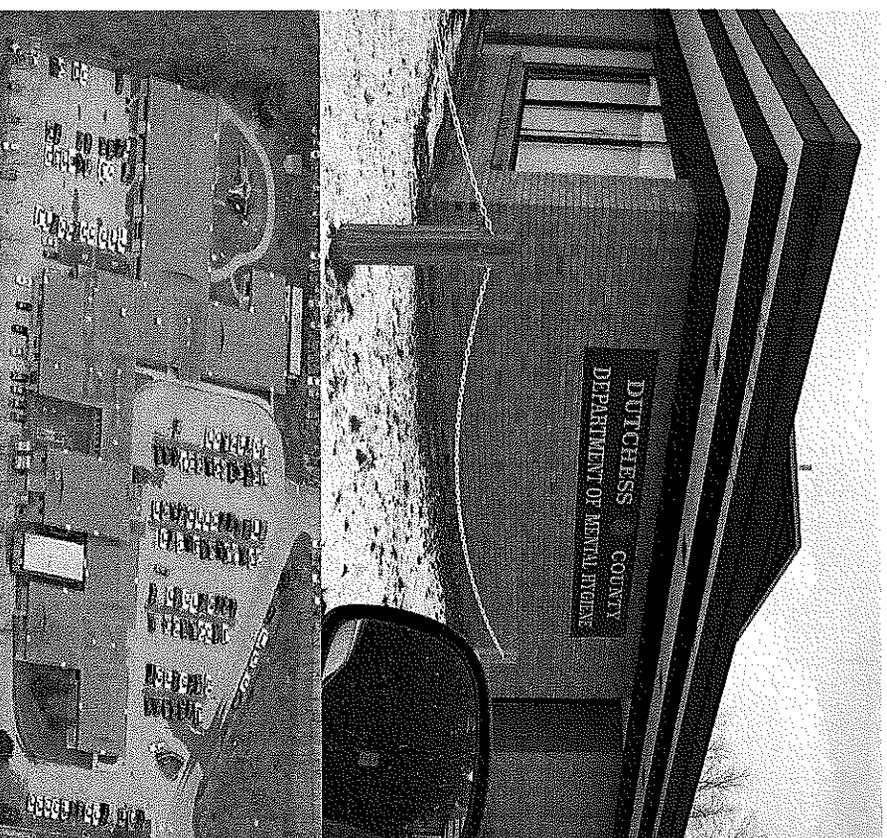
Department of Mental Hygiene

Key Facts:

- Built in 1967
- 2 stories
- 54,568 Sq. Ft.
- Flexible layout is ideal during extended power outage.

Estimated Generator Size

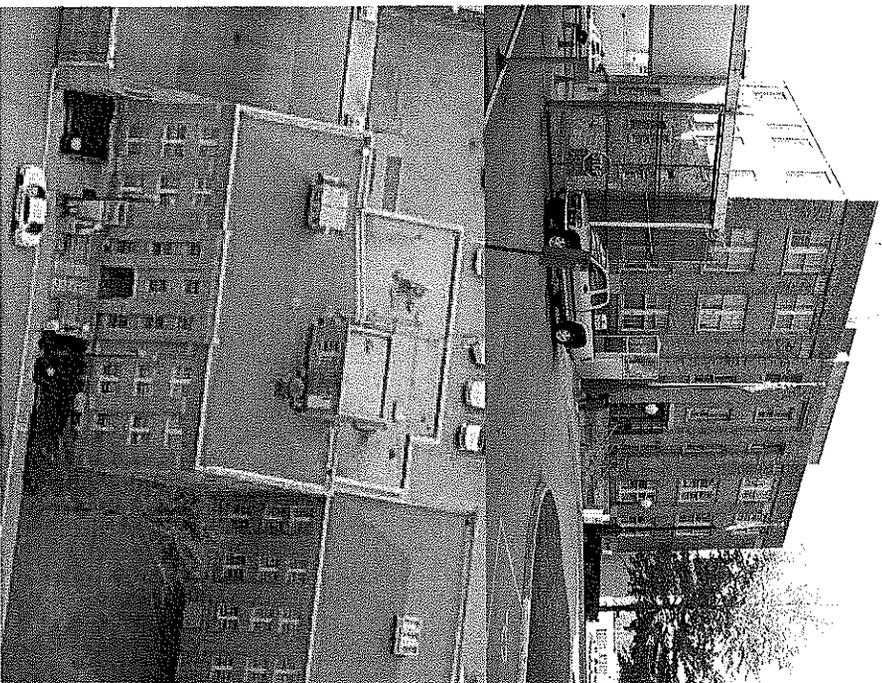
- 270 kW



Sheriff's Office at DC Jail

Key Facts:

- Built in 1937
 - 3 stories + basement
 - 33,977 Sq. Ft.
 - The Sheriff's Office at the DC Jail is currently served by the same Emergency Power system as the Old Jail
 - The current system is not large enough to carry both buildings simultaneously
- Estimated Generator Size
- 120 kW



Emergency Electrical Generators

County Office Building

Department of Social Services

Department of Mental Hygiene

Sheriff's Office at DC Jail

Total Cost

\$1,960K

Conclusion

- County residents cannot afford to have County Government “*out of service*”.
- Recent storms have emphasized the need for Emergency Generators.
- We have been lucky... *so far*....
- It’s what Government does...
 - .. We ensure the continuance of service to the people
- The Capital Project Request for Emergency Generators is for a total of \$1,960K.
- The total costs for all projects undertaken will not exceed the total funding authorization.

RESOLUTION NO. 2010165

RE: SETTING PUBLIC HEARING FOR DUTCHESS COMMUNITY COLLEGE BUDGET FOR JULY 12, 2010

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

WHEREAS, Dutchess Community College will file with the Dutchess County Legislature a Tentative Budget by July 1, 2010, for the academic year commencing September 1, 2010, 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 12th day of July, 2010, 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 12th day of July, 2010, for the purpose of holding a public hearing on the Tentative Budget of Dutchess Community College for the period of September 1, 2010, to August 31, 2011.

FURTHER NOTICE, is hereby given that 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



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 6/17, 2010

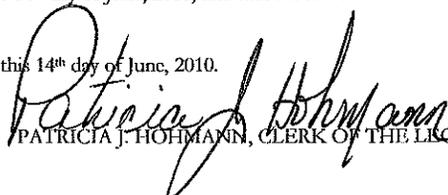
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

DUTCHESS COMMUNITY COLLEGE

Information Packet

2010-2011

DUTCHESS COMMUNITY COLLEGE
REVENUE SOURCE BY CATEGORY
2010-2011

	Actual 2008/2009	Adopted Budget 2009/2010	Budget Request 2010/2011	Increase (Decrease)	% Change
Offset to Expenses:					
Technology Fees	\$1,754,629	\$1,842,350	\$2,060,000	\$217,650	11.8
Early Child Care Program	308,560	370,000	42,000	(328,000)	(88.6)
Course Fees	538,326	550,000	587,500	37,500	6.8
Interest	65,187	100,000	65,000	(35,000)	(35.0)
Unclassified Revenue *	1,037,872	708,950	951,120	242,170	34.2
Offset Revenue	3,704,574	3,571,300	3,705,620	134,320	3.8
Student Revenue:					
Full-time	12,601,290	12,541,050	14,500,000	1,958,950	15.6
Part-time:	6,533,704	6,594,500	6,776,000	181,500	2.8
	19,134,994	19,135,550	21,276,000	2,140,450	11.2
In Lieu of Sponsor:					
Operating Charge-backs	2,347,499	2,068,976	1,297,752	(771,224)	(37.3)
	2,347,499	2,068,976	1,297,752	(771,224)	(37.3)
State Aid	16,388,945	17,329,837	18,751,530	1,421,693	8.2
Dutchess County:					
Use of Fund Balance	0	1,524,049	652,837	(871,212)	(57.2)
New Appropriations	10,837,898	10,837,898	10,837,898	0	0.0
	10,837,898	12,361,947	11,490,735	(871,212)	(7.0)
Other Revenue - Community Services	1,298,027	1,500,000	1,125,000	(375,000)	(25.0)
DCC Funding	53,711,937	55,967,610	57,646,637	1,679,027	3.0
Grants & Contract Funding	1,888,265	1,483,912	1,894,782	410,870	27.7
Total Funding	\$55,600,202	\$57,451,522	\$59,541,419	\$2,089,897	3.6
FTE State Aidable	5,944	6,359	7,234	875	13.8
FTE State Aided	5,944	6,359	7,234	875	13.8
Base State Aid	2,675	2,675	2,545	(130)	(4.9)
FT Tuition Rate	2,875	2,900	2,900	0	0.0
PT Tuition Rate	120	121	121	0	0.0

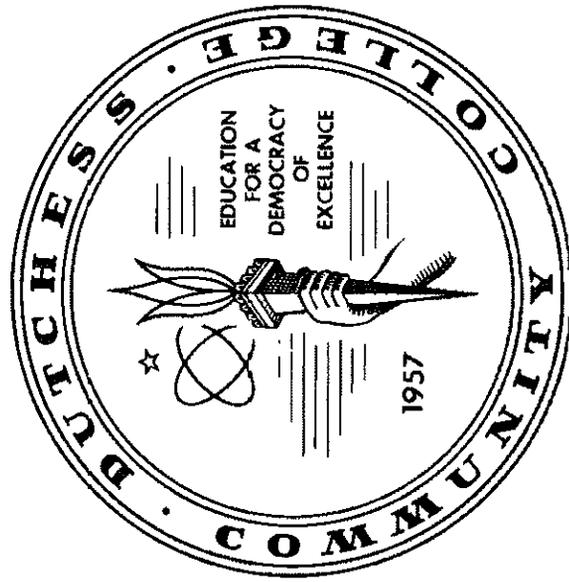
* See next page for detail.

DUTCHESS COMMUNITY COLLEGE
ANALYSIS OF UNCLASSIFIED REVENUE
2010-2011

	Actual 2008/2009	Adopted Budget 2009/2010	Budget Request 2010/2011
Other Unclassified Revenues:			
Library Fines	7,839	10,000	8,000
Microfilm and Photocopy Machine	30	250	100
Lost Books	230	200	100
Traffic Fines	39,495	34,000	50,000
Proficiency and Adult Counseling	2,425	1,000	2,000
Teleconferences	3,108	1,000	1,000
ID Card Replacement	995	1,500	1,000
Printing Expenses Reimbursement	2,203	3,000	2,300
Health Insurance Reimbursement	276,331	210,000	280,000
Surplus Property	2,045	1,500	2,000
Miscellaneous Revenue	703,171	446,500	604,620
Total Unclassified Revenue	<u>1,037,872</u>	<u>708,950</u>	<u>951,120</u>
GRANTS:	<u>\$1,888,265</u>	<u>\$1,483,912</u>	<u>\$1,894,782</u>

DUTCHESS

COMMUNITY COLLEGE



Budget Summary 2010 – 2011

DUTCHESS COMMUNITY COLLEGE

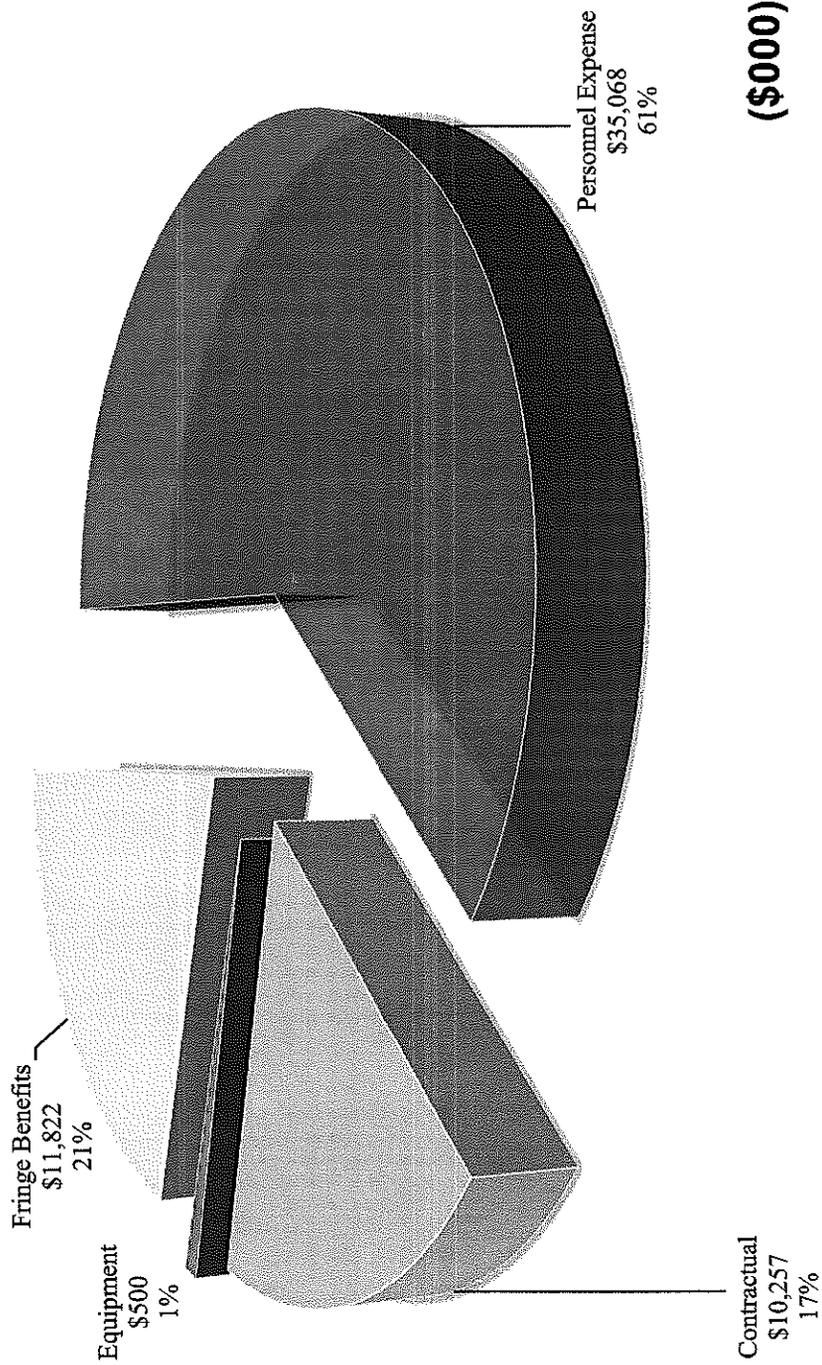
Budget Expense Summary 2010-2011

	Actual 2008/2009	Adopted Budget 2009/2010	Request 2010/2011	Increase (Decrease)	%
					Change
DCC FUNDED:					
Salaries:	\$ 29,890,213	\$ 34,504,984	\$ 35,067,609	\$ 562,625	1.6
Fringe Benefits:	10,454,241	11,251,236	11,822,354	571,118	5.1
Equipment:	683,287	400,000	500,000	100,000	25.0
Contractual Expenses:	10,385,902	9,811,390	10,256,674	445,284	4.5
Subtotal, DCC Funded:	\$ 51,413,643	\$ 55,967,610	\$ 57,646,637	\$ 1,679,027	3.0
GRANTS AND CONTRACTS:					
Outside funding for specialized programs, mostly training programs for local industry.	1,888,265	1,483,912	1,894,782	410,870	27.7
GRAND TOTAL:	\$ 53,301,908	\$ 57,451,522	\$ 59,541,419	\$ 2,089,897	3.6

DUTCHESS COMMUNITY COLLEGE

Budget Appropriations 2010-2011

DCC Funded



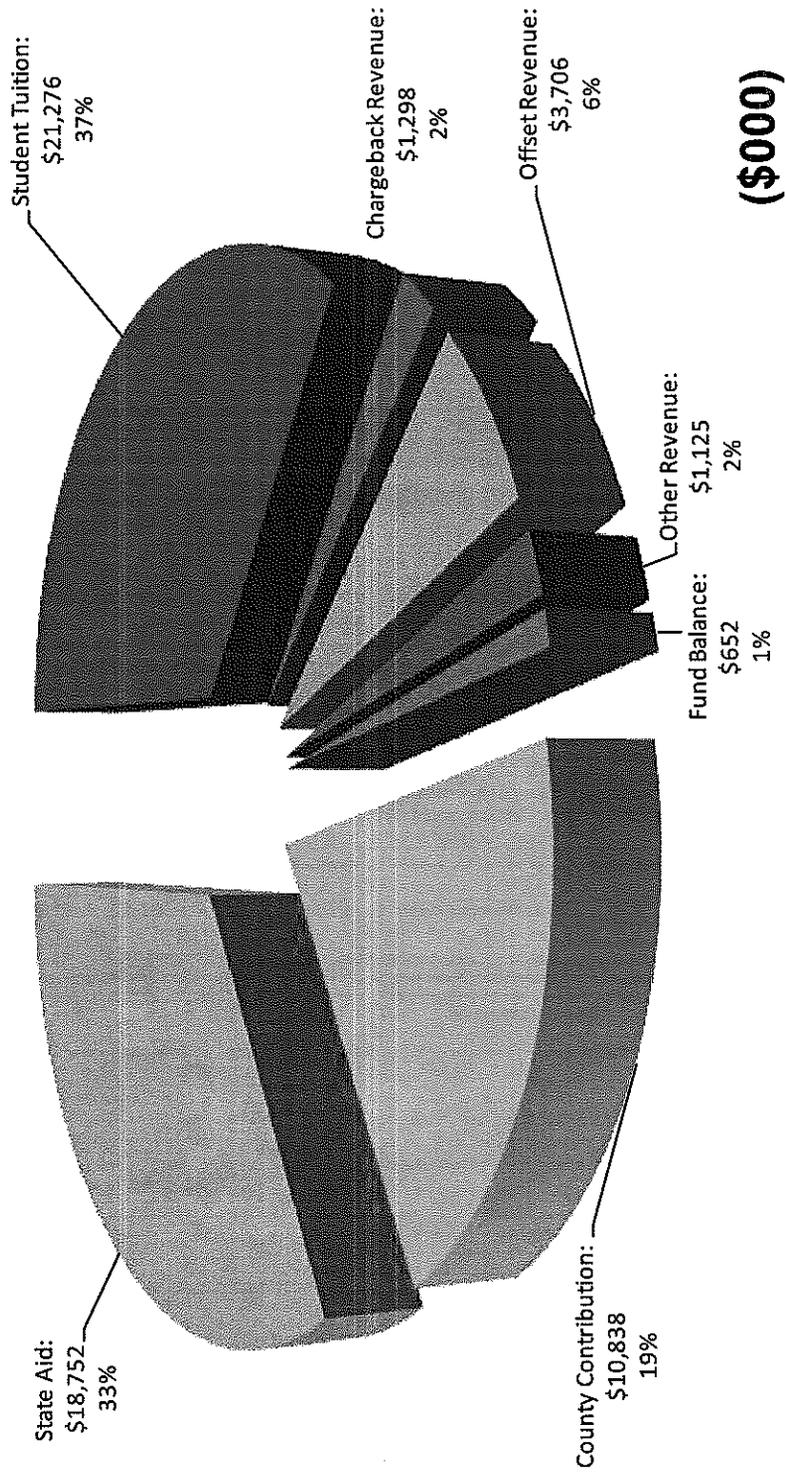
Total DCC Funded Budget \$57,647

DUTCHESS COMMUNITY COLLEGE

Budget Revenue Summary 2010-2011

	Actual 2008/2009	Adopted Budget 2009/2010	Request 2010/2011	Increase (Decrease)	%
					Change
Student Revenue:	\$ 19,134,994	\$ 19,135,550	\$ 21,276,000	2,140,450	11.2
Sponsor's Contribution:	10,837,898	10,837,898	10,837,898	0	0.0
Chargeback Revenue:	2,347,499	2,068,946	1,297,752	(771,194)	(37.3)
State Aid - Basic & Supplemental:	16,388,945	17,329,837	18,751,530	1,421,693	8.2
Offset Revenue:	3,704,574	3,671,300	3,705,620	34,320	0.9
Other Revenue:	1,298,027	1,400,000	1,125,000	(275,000)	(19.6)
Appropriated Fund Balance:		1,524,049	652,837	(871,212)	(57.2)
Total Operating Revenue:	<u>\$ 53,711,937</u>	<u>\$ 55,967,580</u>	<u>\$ 57,646,637</u>	<u>\$ 1,679,057</u>	<u>3.0</u>
Grant & Non DCC Funded:	1,888,265	1,483,912	1,894,782	410,870	27.7
Total Revenues:	<u><u>\$ 55,600,202</u></u>	<u><u>\$ 57,451,492</u></u>	<u><u>\$ 59,541,419</u></u>	<u><u>\$ 2,089,927</u></u>	<u><u>3.6</u></u>

DUTCHESS COMMUNITY COLLEGE
Revenue Projection 2010-2011
DCC Funded

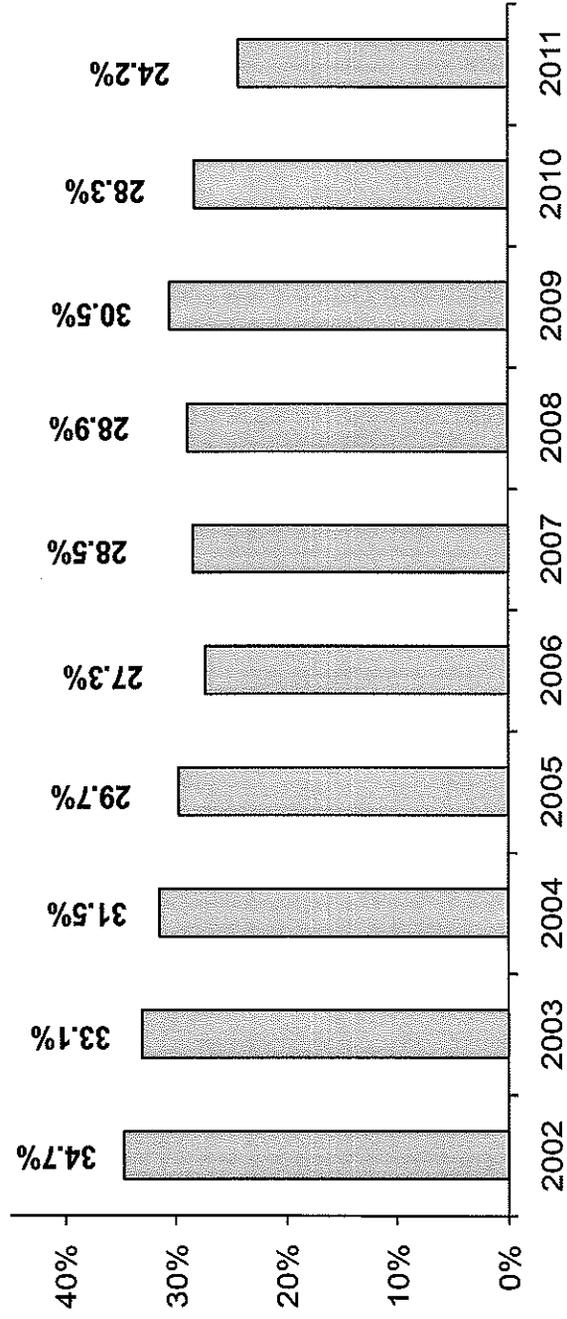


Total DCC Funded Budget 57,646

DUTCHESS COMMUNITY COLLEGE

Sponsor Share

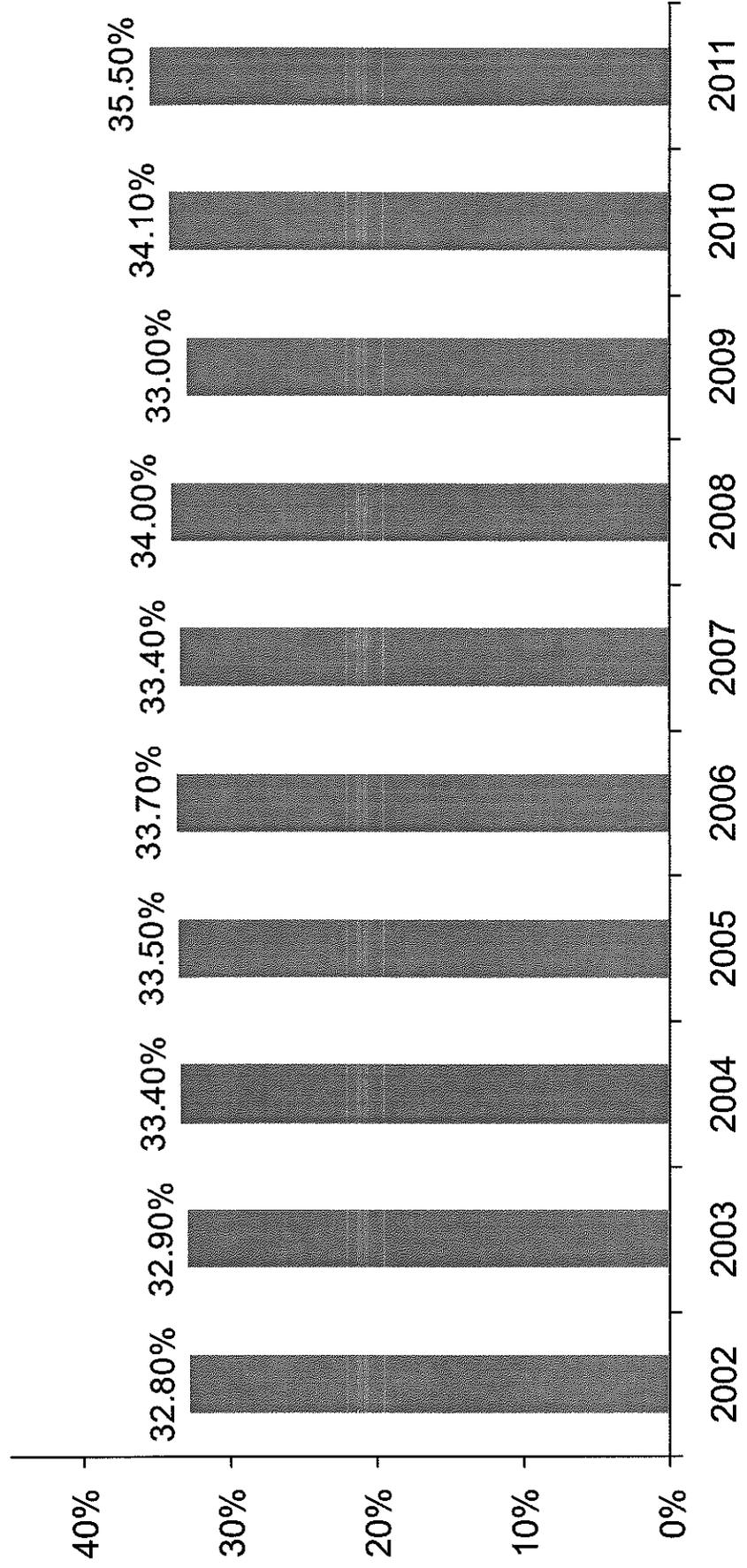
As a Percentage of State/Sponsor/Tuition Revenue



DUTCHESS COMMUNITY COLLEGE

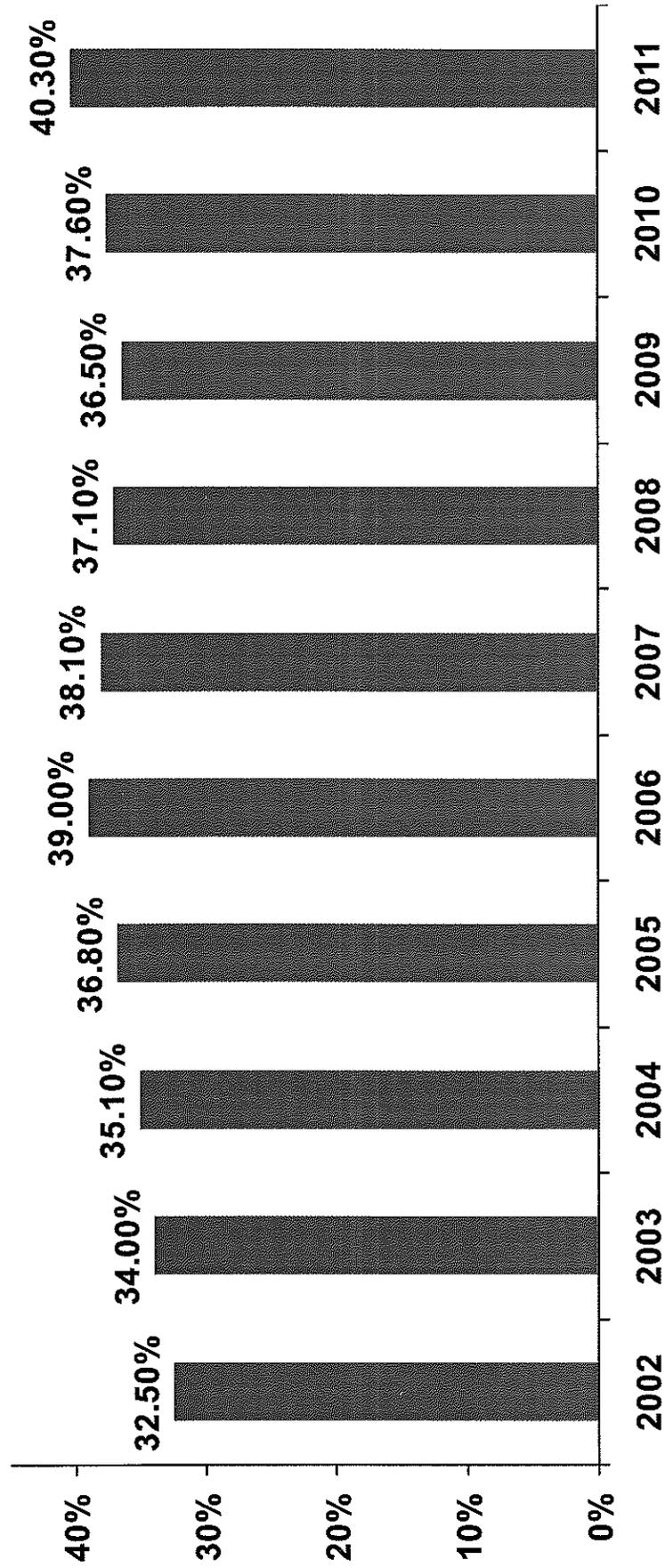
New York State Share

As a Percentage of State/Sponsor/Tuition Revenue



DUTCHESS COMMUNITY COLLEGE
Student Tuition

As a Percentage of State/Sponsor/Tuition Revenue



Dutchess Community College
2010/2011 Budget Summary

TUITION RATES

	FULL-TIME	INCREASE	PART-TIME	INCREASE	%
	\$	%	\$	%	
2010-2011	2,900	0.0	121	0.0	0.0
2009-2010	2,900	0.9	121	0.8	0.8
2008-2009	2,875	2.7	120	4.3	4.3
2007-2008	2,800	3.7	115	3.6	3.6
2006-2007	2,700	3.8	111	5.7	5.7
2005-2006	2,600	4.0	105	7.1	7.1
2004-2005	2,500	2.0	98	3.1	3.1
2003-2004	2,450	4.2	95	5.3	5.3
2002-2003	2,350	2.2	90	1.1	1.1
2001-2002	2,300	0.0	89	0.0	0.0
2000-2001	2,300	0.0	89	0.0	0.0
1999-2000	2,300	0.0	89	0.0	0.0
1998-99	2,300	0.0	89	0.0	0.0
1997-98	2,300	4.5	89	3.5	3.5
1996-97	2,200	10.0	86	10.3	10.3
1995-96	2,000	8.1	78	6.5	6.5
1994-95	1,850	5.7	73	5.8	5.8
1993-94	1,750	6.1	69	0.0	0.0
1992-93	1,650	6.5	69	6.2	6.2
1991-92	1,550	14.8	65	16.0	16.0
1990-91	1,350	0.0	56	0.0	0.0
1989-90	1,350	0.0	56	0.0	0.0
1988-89	1,350	0.0	56	0.0	0.0

* Lowest tuition in New York State of any college or university that charges tuition.

Dutchess Community College
2010/2011 Budget Summary

COUNTY CONTRIBUTION

	Amount	Increase	%
2010-2011	\$ 10,837,898	-	0.0
2009-2010	10,837,898	-	0.0
2008-2009	10,837,898	1,218,869	12.7
2007-2008	9,619,029	487,768	5.3
2006-2007	9,131,261	547,583	6.5
2005-2006	8,583,678	200,000	2.4
2004-2005	8,383,678	-	0.0
2003-2004	8,383,678	204,480	2.5
2002-2003	8,179,198	-	0.0
2001-2002	8,179,198	378,763	4.9
2000-2001	7,800,435	-	0.0
1999-2000	7,800,435	-	0.0
1998-99	7,800,435	-	0.0
1997-98	7,800,435	292,797	3.9
1996-97	7,507,638	217,660	3.0
1995-96	7,289,978	212,329	3.0
1994-95	7,077,649	-	0.0
1993-94	7,077,649	11,970	0.2
1992-93	7,065,679	-	0.0
1991-92	7,065,679	69,957	1.0
1990-91	6,995,722	269,157	4.0
1989-90	6,726,565	195,831	3.0
1988-89	6,530,734	591,145	10.0
1987-88	5,939,589	532,048	10.0

Dutchess Community College
2010/2011 Budget Summary

STATE AID RATES

	Base	% Increase/ Decrease	Disadvantaged	Technical/HN	Business
	\$			\$	
2010-2011	2,545	(4.9)	-	100	-
2009-2010	2,675	0.0	-	100	-
2008-2009	2,675	0.0	-	100	-
2007-2008	2,675	5.9	-	100	-
2006-2007	2,525	7.4	-	100	-
2005-2006	2,350	5.1	-	-	-
2004-2005	2,235	0.0	-	-	-
2003-2004	2,300	0.0	-	-	-
2002-2003	2,300	2.2	-	-	-
2001-2002	2,250	0.0	-	-	-
2000-2001	2,250	6.0	-	-	-
1999-2000	2,125	3.6	-	-	-
1998-99	2,050	7.9	-	-	-
1997-98	1,900	2.7	-	-	-
1996-97	1,850	2.8	-	-	-
1995-96	1,800	0.0	-	-	-
1994-95	1,800	6.8	212	195	82
1993-94	1,685	3.0	212	195	82
1992-93	1,635	(4.7)	212	195	82
1991-92	1,715	(2.6)	212	195	82
1990-91	1,760	2.3	212	195	82
1989-90	1,710	10.0	212	195	82

Roll call vote on the foregoing Resolution No. 2010165 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010166

RE: ACCEPTANCE OF CREDIT CARD, DEBIT CARD AND AUTOMATED CLEARING HOUSE (ACH) BANKING TRANSACTIONS FOR PAYMENTS TO DUTCHESS COUNTY DEPARTMENTS FOR FEES AND SERVICES RENDERED

Legislators BORCHET, WEISS, AND MICCIO offer the following and move its adoption

WHEREAS, pursuant to the authority granted it in Resolution No. 209014 Dutchess County authorized a "pilot" project for the acceptance of credit card, debit card and automated clearing house (ACH) banking transactions for electronic payments to the Personnel Department for civil service examination application fees and Public Works Department for Park reservations, and

WHEREAS, Dutchess County has been approved to participate in the State's Electronic Value Transfer Program which contracts with Global Payments, Inc. and Discover Financial Services, Inc. as the merchant service providers for automated electronic transactions, and

WHEREAS, it is the considered opinion of the Commissioners of OCIS and Finance that this project has proved successful and is in the public interest, and

WHEREAS, it is now desirable to expand this project to other departments of the County to allow the public to satisfy financial obligations owed to the County as provided for in Section 5 of the General Municipal Law including, but not limited to, the payment of fees and charges for services rendered, and

WHEREAS, General Municipal Law Section 5 provides that the County may, by resolution, authorize an agreement(s) with credit card issuers which would allow a local government to accept credit card payments for various financial obligations, and

WHEREAS, General Municipal Law Section 5b provides the County may, by resolution, authorize such payments to be made electronically via the internet, now, therefore, be it

RESOLVED, that the County Executive be and is hereby authorized, without the necessity of further legislative action, to expand the previously created pilot project to other departments of Dutchess County which will benefit the County and the public through the implementation of such a program on a county wide basis and to enter into such contracts as may be necessary to accomplish the same, and be it further

RESOLVED, that all County credit card payment or electronic internet payment programs be operated in accordance with industry standards at no expense to the County, and be it further

RESOLVED, that the Commissioner of Finance be and is hereby authorized to accept all payments made to the County pursuant to any credit card payment or electronic internet payment program instituted by the County.

CA-101-10
JMF/ca/G-1450
5/13/10; revised 6/10/10
Fiscal Impact Statement: See attached

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 6/17, 2010

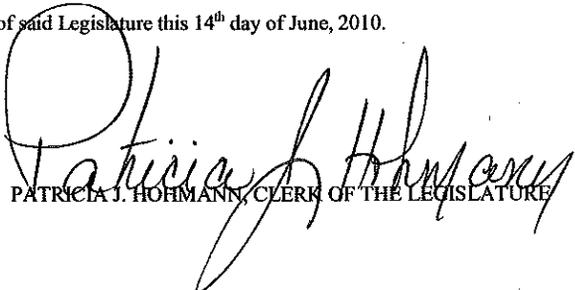
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: James M. Fedorchak, County Attorney

Roll call vote on the foregoing Resolution No. 2010166 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted

RESOLUTION NO. 2010167

RE: APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON SMALL BUSINESS

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

WHEREAS, the Citizens Advisory Committee on Small Businesses was created pursuant to Resolution No. 209253, of the Dutchess County Legislature; and

WHEREAS, Resolution No.: 209253 provides that the twelve members of the this Committee shall be appointed by the Majority Leader and the Minority Leader subject to confirmation; and

WHEREAS, the Majority Leader and the Minority Leader have made their appointments; now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby confirm the following appointments:

Majority Leader:

<u>Name</u>	<u>Address</u>
Cathy Temple	11 Kingston Avenue, Poughkeepsie, NY 12601
Scott Pawenski	2600 South Road, #37, Poughkeepsie, NY 12601
Yancy McArthur	870 Violet Avenue, Hyde Park, NY 12538
Jeanne Rebillard	464 Old Route 22, Amenia, NY 12501
Charlie Godfrey	116 Lamoree, Rhinebeck, NY 12572
Ori Brachfeld	195 Main Street, Beacon, NY

Minority Leader:

<u>Name</u>	<u>Address</u>
Kathlenn Petretta	44 St. Nicolas Road, Wappingers Falls, NY 12590
Elyse Reisenauer	4 Pray Lane, LaGrange, NY 12540
Paul Chenevert	12 White Oaks Road, Hyde Park, NY 12538
Diane Averill	4 East Meadow Court, Hopewell Junction, NY 12533
Judith Papo	16 Griffen Street, Poughquag, NY 12570
Enrique Lunski	P.O. Box 8, Poughkeepsie, NY 12601

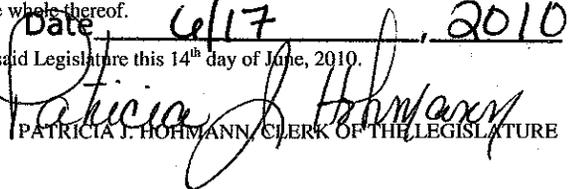
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.

Date 6/17, 2010

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010167 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010168

RE: AUTHORIZING PAYMENT OF 2009 UNENCUMBERED VOUCHERS FROM 2010 FUNDS – HEALTH DEPARTMENT (A.4010.27)

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

WHEREAS, the submission of vouchers following the close of the 2009 budget year has shown that there are outstanding payment invoices in the Department of Health for services to said department for which appropriations were made but for which funds were not encumbered before the close out date for voucher submission, and

WHEREAS, said charges were proper except that appropriations that were made were left unencumbered at the end of the close out date for submission for 2009, and

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

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

RESOLVED, that payment from 2010 funds is hereby approved from the following accounts in the amounts indicated:

<u>Line Item No.</u>		<u>Amount</u>
A.4010.27.4401.106	Professional Services Program	\$1,000

CA-97-10
CRC/ca/G-0153
5/11/10

Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

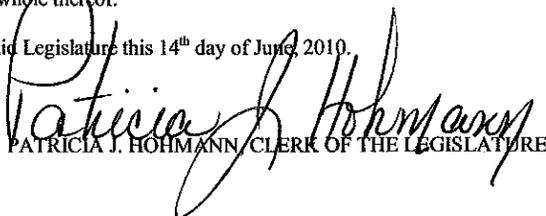
APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.

6/17 2010

PATRICIA J. HOHMANN, 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 \$ 1,000

and Source

A4010.27.44010.18 - Public Health Bioterrorism Prep

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

Identify Line Items(s):

A4010.27.4401.106 - Professional Services Program

A4010.27.44010.18 - Public Health Bioterrorism Prep

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$0

Net County Cost (this year): \$0

Over Five Years: \$0

Additional Comments/Explanation:

We are requesting permission to use 2010 funds to pay \$1,000.00 to the DC Medical Society (A4010.27.4401.106 - Professional Services Program) for expenses incurred in 2009 because funds were not encumbered from 2009. This expense will be 100% reimbursable by the Public Health Emergency Preparedness (BT) grant (A.4010.27.44010.18) for the period of August 10, 2009 – August 9, 2010.

Prepared by: _____


Jenean Williams-Green

Roll call vote on the foregoing Resolution No. 2010168 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010169

RE: AMENDING THE 2010 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE HEALTH DEPARTMENT (A.4010.30)

LEGISLATORS HORN, ROLISON, FORMAN, HORTON, and KELSEY offers the following and moves its adoption:

WHEREAS, the Commissioner of Health advises that the New York State Department of Health Bureau of Immunization has awarded American Recovery and Reinvestment Act (ARRA) grant funds to the County for the period October 1, 2009 through March 31, 2011, and

WHEREAS, this ARRA grant is to enhance immunization capability in order to increase immunization rates in children and adults to achieve Healthy People Year 2010 goals, and

WHEREAS, it is necessary to amend the 2010 Adopted County Budget to provide for the receipt and expenditure of these funds, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2010 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.4010.30.4412	Grant Project Costs	<u>\$ 47,552</u>
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REVENUE

Increase

A.4010.30.40890.95	Other Federal Aid ARRA	<u>\$ 47,552</u>
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CA-96-10
CRC/ca/C-8061
5/10/10
Fiscal Impact: See attached statement

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

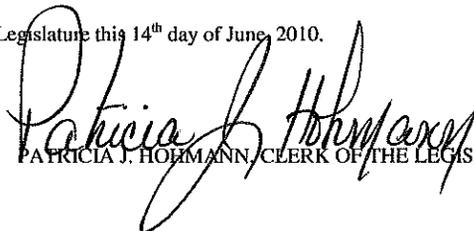
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

Date 6/17, 2010

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HERMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 47,552

Total Current Year Revenue \$ 47,552
and Source

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

Identify Line Items(s):

A4010.30.4412

Related Expenses: Amount \$ 47,552

Nature/Reason:

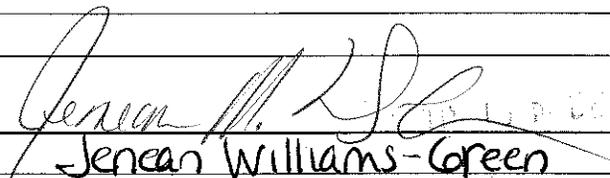
OTPS

Anticipated Savings to County: \$ 0

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

Additional Comments/Explanation:

Prepared by:


-Jenean Williams-Green

Roll call vote on the foregoing Resolution No. 2010169 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010170

RE: AMENDING THE 2010 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE HEALTH DEPARTMENT (A.4059.01)

LEGISLATORS HORN, KELSEY, HORTON, and FORMAN offer the following and move its adoption:

WHEREAS, the Commissioner of Health advises that the New York State Department of Health has awarded Early Intervention Administration American Recovery and Reinvestment Act (ARRA) grant funds to the County for the period October 1, 2009 through September 30, 2011, and

WHEREAS, this ARRA grant is to provide supplemental funding to offset administrative expenses for the operation of the Early Intervention program consistent with the work plan to identify and evaluate, as early as possible, those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development, and

WHEREAS, it is necessary to amend the 2010 Adopted County Budget to provide for the receipt and expenditure of these funds, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2010 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.4059.01.4412 Grant Project Costs \$ 112,235

REVENUE

Increase

A.4059.01.40890.95 Other Federal Aid ARRA \$ 112,235

CA-98-10

CRC/ca/C-8055

5/11/10

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

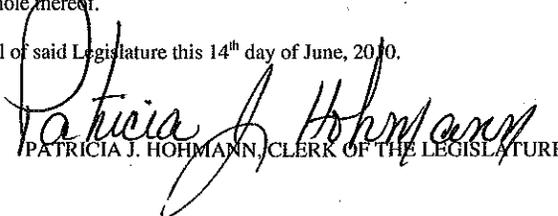
APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

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 ~~Date~~ ²⁰¹⁰ was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 112,235

Total Current Year Revenue \$ 112,235
and Source

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

Identify Line Items(s):

A4059.01.4412

Related Expenses: Amount \$ 112,235

Nature/Reason:

OTPS

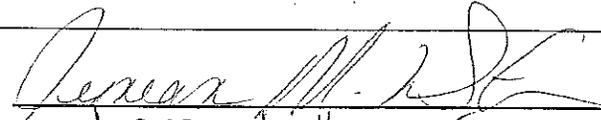
Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 0

Over Five Years: \$ 0

Additional Comments/Explanation:

Prepared by:


Jenean Williams-Green

TORNEY
VED

P 4:28

Roll call vote on the foregoing Resolution No. 2010170 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010171

RE: APPOINTMENTS AND REAPPOINTMENT TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE

Legislators ROLISON, BOLNER, HORN, KUFFNER, HORTON, GOLDBERG, DOXSEY, WEISS, and WHITE offer the following and move its adoption:

WHEREAS, by Resolution No. 240 of 1990, the Dutchess County Legislature did create a Citizens Advisory Committee on Domestic Violence the members of which are to be appointed by the Chairman of the Legislature subject to confirmation by the County Legislature, and

WHEREAS, by Resolution No. 42 of 1993, the membership of such committee was fixed at 12 members, and

WHEREAS, the Chairman of the Legislature has appointed and reappointed the following members to the Citizens Advisory Committee on Domestic Violence:

APPOINTMENTS

REAPPOINTMENTS

Brittany Lee
Michael Reed
Lisa Rubenstein, Esq.
Leah Feldman
Elaine Anderson
Janice Weinstein, M.D., M.S.

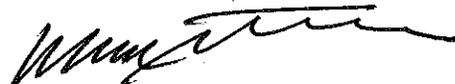
Marjorie Smith
Jason Mark
Kathy Graham
Judy Lombardi
Catherine Poluzzi
Susie Balutis-Mallory

now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby affirm the aforesaid appointments and reappointment to the Citizens Advisory Committee on Domestic Violence to serve a term of one year commencing on July 1, 2010, and to terminate on June 30, 2011, and, be it further

RESOLVED, that the total membership of such committee shall continue to consist of 12 members,

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

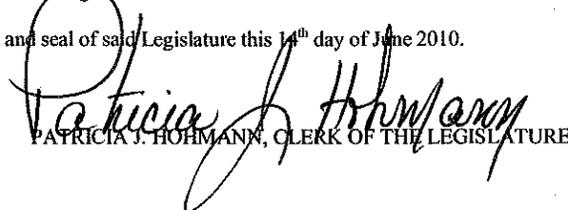
STATE OF NEW YORK

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 Date 6/17/2010 and which was adopted by said Legislature on the 14th day of June 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

541 Creek Road
Poughkeepsie, NY 12601
845-416-3295
Blee0088@yahoo.com

May 25, 2010

Michael Ellison
22 Market Street
Poughkeepsie, NY 12601

Mr. Ellison:

I am applying for a position on the Citizens' Advisory Committee on Domestic Violence, which I obtained through the Dutchess County Government site. I am very excited about the possibility of an opportunity in the Dutchess County Legislature. I feel confident that I will be a significant asset to the committee. As a college graduate with a B.A. in criminal justice with a minor in Sociology, I am well qualified for this position.

As a student actively involved in campus leadership activities, I am able to work individually and in collaboration with others. My position as a judicial board member for the Department for Conflict Resolution, enables me to restore balance and integrality for victims of injustice. Most importantly, I bring restorative justice for the offender, the victim, and the community. In addition, developed concise and detailed reports for the records of the conduct hearings. This position allowed me to regularly interact with individuals from many areas of the world and enabled me to strengthen my interpersonal and communication skills. It also allowed me to manage new tasks and create effective strategies on a weekly basis, strengthening my ability to work efficiently under pressure.

I am drawn to the Dutchess County Legislature and the committee, because of its importance and its positive impact on the community. Its commitment and services are important in encouraging fairness and justice for underrepresented residents as a whole. I would like to work for a group that is solving the many issues in our community, and the Dutchess County Legislature is the perfect match for my goals and my abilities.

Sincerely

Brittany Lee

Enclosure

DUTCHESS COUNTY
LEGISLATURE
2010 MAY 26 P 12:50

Brittany N. Lee

541 Creek Road
Poughkeepsie, NY

(845) 416-3295
Blee0088@yahoo.com

Profile: Individual with exceptional interpersonal, leadership, and organization skills. With solid ability to complete projects effectively and under pressure.

Education

University At Albany, State University of New York
Bachelor of Arts in Criminal Justice, summa cum laude
Minor: Sociology

Albany, New York
May 2010
Cumulative GPA: 3.85

Leadership Experience:

Dean's List of Distinguished Students List- every semester

Dutchess Community College
Associate's in Science in Criminal Justice
Leadership Experience:

Poughkeepsie, NY
May 2008
Cumulative GPA: 3.89

President's List- every semester

Qualifications

Interpersonal Skills

- Enabled individual victims of crime to gain closure and justice.
- Collaborated on a long term team project, presented for a panel of FBI agents, attorneys, and other law enforcement officials.
- Aided in the reintegration of offenders back in to the community.

Research Skills

- Developed concise and detailed reports for conduct hearings.
- Aided in collection of data for a major criminal case, currently processing with the Albany County District Attorney's Office.
- Utilized computer databases to analyze and gather information on investigative cases.

Leadership Skills

- Recommended detailed sanctions for offenders in violation of regulations for the Office of Conflict Resolution and Civic Responsibility.
- Organized and implemented a campaign for the Darfur Genocide Awareness.
- Efficiently trained two employees on financial transactions on an electronic register, procedures for store closings, and locating warehouse items.
- Able to successfully complete tasks given in an effective time frame and handle additional tasks.

Computer Skills

- Proficient in Microsoft PowerPoint, Excel, Word, Westlaw, COMPASS, Internet Research.

Activities

Multicultural Club, President (2006-2007)
Department of Conflict Resolution, Board Member/Chairperson (2009-2010)
Phi Theta Kappa Honor Society
Capoiera, Capoeirista, Brazilian Martial Art
2010 Dean's Award/ 2010 Spellman Achievement Award

Work Experience

Field Investigative Intern, Department of Motor Vehicles Albany, NY (January 2010-May 2010)
Sales Associate, Adam's Fairacre Farms Poughkeepsie, NY (August 2006-August 2008)
Political Surveyor, Q Search Wappingers Falls, NY (Summer 2005)

Three References:

Grace Isgoro, Senior Investigator
Department of Motor Vehicles
Division of Field Investigations
Supervisor for my internship

(518) 473-1770
gisgr@dmv.state.ny.us

Robert Riley, Senior Investigator
Department of Motor Vehicles
Division of Field Investigations
Supervisor for my internship

(518) 402-4377

Renee Clay-Chalmers
225 Sheridan Avenue
Albany, NY 12210
Worker at the Division of Field Investigations

(518) 473-7808

Michael Reed

25 Hampshire Road
Fishkill, NY 12524

(845) 897-5126

OBJECTIVE: To obtain a position where I can utilize my professional expertise and background experience.

PROFESSIONAL EXPERIENCE:

Human Service Administration

- Reviewed and followed lesson plan(s) to be consistent with school's policies.
- Plan, organize and work with the community groups to help solve social problems and deliver specialized social services.
- Review and evaluate available resources and services from local agencies to provide assistance for clients.
- Gather information needed to do the job; monitoring the process.
- Maintain records and write reports to monitor and evaluate training activities and program effectiveness.
- Refer trainees with social problems to appropriate service agency.
- Coach and develop others.
- Speak with groups to provide information concerning job possibilities and career opportunities.
- Research job and workers requirements, structural and functional relationships among jobs and occupations and occupational trends.

Corporate Administration

- Notify customers of delinquent accounts by mail or telephone.
- Persuade customer to pay amount due on credit account or nonpayable check.
- Initiate repossession proceeding or service disconnection.
- Recorded information about financial status of customers and status of collection efforts.
- Notify credit department or turn over accounts to attorney or collection agency if customers fails to respond.
- Consult with unit heads to ensure funds requested are in accordance with program changes to facilitate long-term planning.
- Recommend approval or disapproval of requests for funds.
- Advises staff on cost analysis and fiscal allocations for divisional programs and includes items for emergency and safety funds.
- Review operating budgets periodically to analyze trends affecting budget needs.

EMPLOYMENT HISTORY:

BOCES

Substitute Teacher for Spackenskill and Wappingers School District

Gateway Community Industries, Inc./Dutchess County Council on Alcoholism & Chemical Dependency, Inc.

Employee Training Specialists /Youth Preventive Specialists

Cendant Mobility Corporation

Kraft Foods Federal Credit Union

Personal Mortgage Corp./Household Finance Corp.

Accounts Receivable/Loan Processor

Tascor Corporation/IBM Corporation

Business Planner

EDUCATION:

BS Business Management

AAS Business Management

Certificates

LISA E. RUBENSTEIN, ESQ.
 15 Briar Patch Lane
 Pleasant Valley, NY 12569
lisarubenstein1@gmail.com

POSITIONS HELD:

- June, 2003 to present: Principal Court Attorney, Dutchess County Family Court and Acting Supreme Court Judge Valentino T. Sammarco. Duties include case conferencing, research and decision writing.
- 1992 to June, 2003: Sole practitioner, General practice with emphasis in land use, real estate, municipal law and family law, including representation of private and indigent clients. Member of the panel of attorneys representing children from 1994 to June, 2003.
- 1986 to 1992: Associate, Pagones, Cross & Van Tuyl, PC. General practice with emphasis in environmental, municipal, land use and Condominium and Homeowners' Association matters.
- 1985 to 1986: Law Research Assistant, Appellate Division, Third Department, Albany, New York. Duties included research and drafting Opinions for Appellate Division Judges.

PANELS AND CONFERENCES:

Domestic Violence:

- * Universal Response to Domestic Violence Steering Committee
Committee member since January 2009
- * Coalition Against Domestic Violence and Sexual Assault
Panel, Role of the Attorney for the Child (March, 2009)
- * Battered Women's Services Advocate Training
Twice yearly training for advocates on Perspectives of Attorneys and Judges
- * Conference
Planning Committee for conference "Mediation and Domestic Violence: Ignorance is NOT Bliss: An Interdisciplinary Conference" (May, 2006)

Instructor/Speaker:

- * *Adjunct Professor*, Family Law, Dutchess Community College, 1999 through 2001.
- * *Speaker*, Zoning Boards, Practice and Procedure - National Business Institute Seminar, Major Land Use Laws in New York, Poughkeepsie, NY 1991, 1992.
- * *Instructor*, Legal Analysis, National Academy for Paralegal Studies, 1992.
- * *Speaker*, Individual Rights and Community Welfare, Earth Day Forum, Poughkeepsie, NY, April 25, 1991.
- * *Instructor*, Rules, Regulations and Collections for Condominium and Homeowners' Associations, Community Associations Institute Seminar, Poughkeepsie, NY, 1990.

EDUCATION:

- * University of Pittsburgh (BA, 1978, *summa cum laude*)
- * Albany Law School of Union University, Albany, NY (JD 1985, *cum laude*).
- * Admitted to practice in New York and Federal courts.

JOURNALISM EXPERIENCE:

1978 to 1983: Reporter and Copy Editor for the Evening Press, daily newspaper in Binghamton, NY. Covered a wide variety of matters including municipal governments, transportation and police.

BAR ASSOCIATION ACTIVITIES:

Dutchess County Bar Association (former member of the Grievance Committee), New York State Bar Association; Mid-Hudson Women's Bar Association (former President and Delegate to State Board of Directors).

COMMUNITY ACTIVITIES:

Stringendo Orchestra School of the Hudson Valley (Treasurer); Pleasant Valley Zoning Board of Appeals (member); Pleasant Valley Little League Committee (former member); Vassar Temple (former member of the Board of Trustees and Nominating Committee member).

Ellison, Michael

From: Feldman, Leah
Sent: Friday, May 07, 2010 2:29 PM
To: Ellison, Michael
Subject: Citizens Advisory Committee on Domestic Violence
Follow Up Flag: Follow up
Flag Status: Yellow
Attachments: Resume_-_Leah_putnum.doc

Mr. Ellison,

I am writing to express my interest in becoming a member of the Citizens Advisory Committee on Domestic Violence. I have recently taken over the position of Project Coordinator for the Universal Response to Domestic Violence in Dutchess County and I am very interested in becoming a member of the Committee. Please see my attached resume for your reference. I look forward to hearing from you.

Sincerely,

Leah Feldman

Proj. Coord., Universal Response to Domestic Violence
Dutchess County District Attorney's Office
236 Main Street
Poughkeepsie, NY 12601
845-486-2300 phone
845-486-2324 fax

Education

Siena College, Loudonville, N.Y.

Bachelor of Arts degree in Psychology, Women's Studies Minor, May 2009

G.P.A 3.86/4.0; Magna Cum Laude, President's list

Related Experience

Present *Project Coordinator, Universal Response to Domestic Violence; Dutchess County, Family Services, Inc, Poughkeepsie, N.Y.*

- Administer the coordinated community response to domestic violence in Dutchess County by carrying out the work of the Steering Committee.
- Liaison between the criminal and civil justice systems and the human service providers in the county.
- Oversee the Domestic Abuse Response Teams.
- Responsible for completing quarterly reports to the State (DCJS), Family Services, fiscal reporting, and grant writing to seek new sources of funding.

2009-2010

City of Poughkeepsie Police Department Domestic Abuse Response Team Advocate: Battered Women's Services, Family Services, Inc, Poughkeepsie, N.Y.

- Part of a community coordinated response team to end domestic violence.
- Liaison between victims and police responders.
- Victim advocate for City of Poughkeepsie Police Station.

2009 *Counselor/Advocate: Battered Women's Services, Family Services, Inc, Poughkeepsie, N.Y.*

- Communicate with victims of domestic violence through hotline and in-person counseling in both crisis and non-crisis situations.
- Advocate for victims in many settings including, but not limited to; Family Court, Department of Social Services, Police Department, and Hospital.

2009 *Internship: Domestic Violence Intake Specialist, Albany Police Department, Albany, N.Y.*

- Communicated with and assisted victims through the court process.
- Documented victim information in police department database.

2008 *Internship: The Legal Project, Albany, N.Y.*

- Representative for Coordinating Council of the Department of Justice Violence Against Women Consortium Grant.
- Conducted intake interviews with victims of domestic violence to obtain legal services.

2008 *Summer Legal Fellowship: Northeastern University Law School Domestic Violence Clinic, Boston, M.A.*

- Participated in legal research with law professors and law students.
- Assisted domestic violence victims in obtaining restraining orders in court.
- Advocated for domestic violence victims in the emergency room.

2007 *Internship: Domestic Violence Court Advocate: Albany County Crime Victim and Sexual Violence Center, Albany, N.Y.*

- Assisted victims through court process.
- Worked with domestic violence DA to communicate victim's wishes and concerns.
- Completed 20 hours of training to acquire counseling skills and an understanding of the court process.
- Attended additional training through conferences and guest lecturers.

2005-2009

Senior Staff Coordinator: Sr. Thea Bowman Center for Women, Siena College, Loudonville, NY.

- Coordinated and organized events on and off campus to promote awareness of social justice issues.
- Organized staff meetings, training and recruitment of new staff members.

2007- Present

Rape Crisis Counselor: Albany County Crime Victim and Sexual Violence Center and Samaritan Hospital Rape Crisis Center, Albany/Troy, N.Y.

- Completed 35 hours of training to acquire skills to advocate for and work directly with rape victims.
- Staff the **Rape Crisis Hotline** and assist rape victims in the emergency room and at the police station if necessary.

2007-Present

Volunteer for the Grace Smith House Women's Shelter, Poughkeepsie, N.Y.

- Completed training to acquire listening and counseling skills to work on emergency hotline.
- Organized activities and household responsibilities for residents.

2006-2008

Volunteer for the U-Watch Court Monitoring Project, Albany, N.Y.

- Observed in-court interaction to assure accountability of family court system.
- Attended court sessions to take notes and report findings to be included in final report to the state.
- Provided information to assist in effective and responsive handling of cases dealing with domestic violence.

2006-2008

Certified Grow Girl Instructor: Albany Citizen's Council on Alcoholism, Albany, N.Y.

- Organized activities to promote positive attitudes for girls in grades 5-8.
- Educated young girls on a variety of issues such as self esteem and healthy relationships.

Conferences and Research

2009 *Girls Take Charge Workshop Facilitator, Learning to Lead, Albany, N.Y.*

- Lead several workshops to promote leadership qualities for high school-aged girls in a one day conference

2009 *Independent Study: Violence against Women on a Catholic College Campus, Siena College, Albany, N.Y.*

- Researched sexual assault resources on college campuses through exploration of other schools and existing literature.
- Developed proposal for sexual assault assistance program to be presented to the Coordinating Council of the Department of Justice Violence Against Women Consortium Grant.
- Presented findings at Siena College Psychology Conference and Academic Celebration.

2007-2008

Program Coordinator: American Men's Studies Association's Annual National Conference, Wake-Forest University, N.C.

- Organized database of attendees, invitees, conference schedule and assisted in administering the conference.
- Reviewed and evaluated conference proposals.

2006- Present

Conference Assistant: The Battered Mother's Custody Conference, Albany, N.Y.

- Assist in coordinating nationally recognized annual conference that addresses the discrimination of victims of domestic violence in family court custody decisions.
- Emergency domestic violence counselor and advocate.

Activities

- Supported CRAAB (Capital Region Action Against Breast Cancer) in lobbying legislators for breast cancer legislation.
- Volunteer for Handcrafting Justice Fair Trade organization
- Volunteered with impoverished children in the Dominican Republic - 2009
- Worked at SUNY Albany Race Against Sexual Assault, 2007 and 2008
- Volunteer for Albany County Bar Association's Race Against Domestic Violence, 2008 and 2009
- Volunteer for Samaritan Hospital Rape Crisis Center Annual 'Walk A Mile' race

Awards and Affiliations

Elaine Andersen
40 Lake Oniad Drive, Wappingers Falls, NY 12590
845-297-9274
elandersen@aol.com

OBJECTIVE

To increase awareness of domestic violence issues including prevention resources.

TRAINING & SKILLS PROFILE

- Completed Women with Disabilities Empowerment Project training by Taconic Resources for Independence and Family Services at the Wallace Center – May 2010
- Attended Battered Mothers Custody Conference in Albany - January 2010
- Attended Legislative Awareness Day in Albany speaking with Assemblymen Marc Molinaro and Joel Miller about violence issues (CADVSA) - March 2010
- Completed Dutchess County Mental Health Training on Gender - January 2010
- Completed Dutchess County Mental Health Training in Millbrook by Lundy Bancroft, Advocate – November 2009
- Attended Battered Mother's Custody Conference in Albany – January 8-10, 2009
- Completed Working with Domestic Violence Survivors living with Mental Illness Training at the Family Partnership Center – December 2008

COMMUNITY ORGANIZATIONS & SERVICES

- Marist College Center for Lifetime Studies Council Member 2009 - present
- Coalition Against Domestic Violence and Sexual Assault (CADVSA) Board Member 2008 -present
- Member of CADVSA Project Impact Committee 2010
- Member of Spring Program Committee CADVSA by student activists at Marist College June 2010
- Spring Program Committee CADVSA for Mildred Muhammad at Vassar College June 2009
- CADVSA Spring Program Committee 2008-present
- CADVSA Website Committee Chair 2008-present
- CADVSA Faith Committee Chair 2008-present
- Spearheaded meeting with Senator Steve Saland and CADVSA to encourage legislation support. April 2008
- CADVSA Newsletter Committee 2004-present
- Charter member: Faith Committee (CADVSA) meetings at St. Martin dePorres Rectory July 2002- present
- Attended Training for Dutchess County Clergy by Dee DePorto hosted by CADVSA Faith Committee. November 2002
- Attended Spiritual Leaders Panel Conference on Domestic Violence at Vassar College May 2002
- Contributing Writer for CADVSA newsletter, Peace in our Homes 2001-present
- Member Coalition Against Domestic Violence and Sexual Assault (CADVSA) 1997-present

EMPLOYMENT HISTORY

Teacher, First Grade 1970-1998
Wappingers Central School District

EDUCATION

Bachelor of Science in Education
State University of New York at Oswego

1960

CURRICULUM VITAE

Janice Weinstein, M.D., M.S

PERSONAL:

Home address: 57 Kingwood Drive
Poughkeepsie, New York 12601

Telephone (home): 845-462-5414

Telephone (cell): 845-224-5085

E-mail address: janlynweinstein@aol.com

EDUCATION:

- 1978-1982 University of Pennsylvania, Phila., Pa.
Degree: B.A. in History and Sociology of Science,
Medicine and Technology with a minor in Chemistry
- 1982-1983 Columbia University, Institute of Human Nutrition,
N.Y.
Degree: M.S. in Human Nutrition, awarded with
honors
- 1984-1988 Albert Einstein College of Medicine, Bronx, N.Y.
Degree: M.D.
- 1988-1991 Internship and Residency in Internal Medicine
Norwalk Hospital/Yale University Program, CT.
- 1991-1992 Chief Medical Resident, Internal Medicine Residency
Training Program, Norwalk Hospital/Yale University, CT
- 1992-1993 Clinical Instructor in Medicine, Yale University, CT
Junior Attending, Ambulatory Medicine, Internal
Medicine Residency Training Program, Norwalk
Hospital/Yale University, CT
- 1993-1995 Attending Physician at Branford Hospice, Branford, CT
First Aid Walk-in Center, Trumbell, CT, part-time

Immediate Medical Care, Norwalk, CT, part-time
Private practice, Wilton, CT, summer 1994
1998-1999 Attending Physician at Lutheran Care Center,
Poughkeepsie, N.Y.
Attending Physician at DRA Imaging
Fishkill, N.Y.

1999-2006 Clinical Physician
Dutchess County Department of Health
Poughkeepsie, N.Y.

Provided management and clinical oversight for all the clinics and medical programs at the Health Department. Served as the Early Intervention Official for Dutchess County. Was the medical consultant to the Dutchess County Board of Health. Served on the Local Advisory Board of the American Heart Association. Served on the Dutchess County Counterterrorism Task Force. Was a member of the medical subcommittee that helped to form the Medical Reserve Corps. Served as the medical liaison to local hospitals, medical providers, nursing homes, colleges, secondary schools and business in the community. Worked closely with staff in all divisions of the Health Department on medical issues, and provided relevant research data and clinical information when needed. Responsible for transforming the Medical Examiner's Office to a Forensic Pathologist based program by working closely with many dedicated professionals throughout Dutchess County.

2006-2010 Volunteer on Community Boards:

2006-2009: American Heart Association

2006-2009: Child Care Council of Dutchess County

2007-2020: Marist College Pre-Med/Pre-Health Advisory
Board

2009-2010: Community Impact Committee of United Way

Roll call vote on the foregoing Resolution No. 2010171 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. ¹⁷²

RE: URGES THE POUGHKEEPSIE/DUTCHESS COUNTY TRANSPORTATION COUNCIL TO TAKE IMMEDIATE ACTION TO ADDRESS THE PROBLEMS ASSOCIATED WITH THE UNEXPECTED CLOSURE OF BRIDGE D-32 IN THE TOWN OF DOVER

NOT NEEDED

LEGISLATORS, SURMAN and _____, offer the following and move its adoption:

WHEREAS, there exists an approved Transportation Improvement Program (TIP) project designated for construction in 2014 on Ridge Road, in the Town of Dover, over the Coopertown Brook (Bridge D-32, BIN 3342950. Bridge replacement, improvements Town of Dover, with PIN No.: 87573; and

WHEREAS, notwithstanding that intended replacement in 2014, on or about May 13, 2010, the Dutchess County Department of Public Works announced that County Bridge D-32, has been closed effective immediately due to identified structural deficiencies; and

WHEREAS, the unanticipated and unexpected closure of the Bridge impacts at least 650 cars per day and causes significant inconvenience and safety concerns to local residents of the Town of Dover that rely on the Bridge for ingress and egress purposes on a daily basis; and

WHEREAS, the Poughkeepsie/Dutchess County Transportation Council has the ability to amend the Transportation Improvement Program and shift funding for necessary projects; now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby urges the Poughkeepsie/Dutchess County Transportation Council to take immediate action to address the problems associated with the unexpected closure of Bridge D-32 in the Town of Dover; and, be it, further

RESOLVED, that the Dutchess County Legislature hereby requests that the Poughkeepsie/Dutchess County Transportation Council amend the existing Transportation Improvement Program to reallocate funds to allow the pending Bridge D-32 Replacement project to be moved from 2014 to 2010.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010172 entitled, "Urges the Poughkeepsie/Dutchess County Transportation Council to take immediate action to address the Problems Associated with the Unexpected Closure of Bridge D-32 in the Town of Dover" was pulled.

RESOLUTION NO. 2010173

RE: AUTHORIZING CONDEMNATION PROCEEDING FOR ACQUISITION OF REAL PROPERTY FOR THE CONSTRUCTION OF A PARKING FACILITY FOR THE DUTCHESS RAIL TRAIL

LEGISLATORS INCORONATO and GOLDBERG offer the following and moves its adoption:

WHEREAS, the Department of Public Works has determined that, after investigation into several potential properties for the site of the Dutchess Rail Trail parking lot, a parcel owned by James A. Sabia and James J. Sabia in the Town of Wappinger has been found to be the most appropriate due to its location, access to the Town highway system, and minimal environmental constraints, and

WHEREAS, the property is described as 0.52 ± acre at the intersection of the Dutchess Rail Trail and Diddell Road in the Town of Wappinger as shown on Dutchess County Acquisition Map No. 3, Parcel No. 1, a portion of Tax Grid No. 135689-6359-03-266097, and

WHEREAS, negotiations for this property have reached an impasse and authorization is requested to begin Eminent Domain Proceedings to acquire fee interest in a portion of property owned by James A. Sabia and James J. Sabia, and

WHEREAS, this Legislature has, by Resolution No. 207203, adopted and confirmed the determination of the Department of Public Works that the Dutchess Rail Trail project will not have a significant effect on the environment, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of said property as follows:

<u>Name</u>	<u>Map No.</u>	<u>Acres</u>	<u>Proffered Amount</u>
James A. Sabia and James J. Sabia now therefore, be it	Map No. 1	0.52±	\$9,600

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and he hereby is authorized and empowered to commence proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of the above property in furtherance of the construction of a parking lot for the Dutchess Rail Trail at Diddell Road in the Town of Wappinger, Dutchess County, New York.

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-74-10-10 CAB/ca/L-5026 4/14/10

Fiscal Impact: See attached statement
STATE OF NEW YORK

ss:
COUNTY OF DUTCHESS

June 15, 2010

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 9,600

Total Current Year Revenue \$ 7,860

and Source
FEDERAL HIGHWAY IMPROVEMENT FUNDS

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

Identify Line Items(s):

DCH 0372.7110.3008

Related Expenses: Amount \$ 1,000

Nature/Reason:
ANTICIPATED ADMINISTRATIVE COSTS AND FEES

Anticipated Savings to County: _____

Net County Cost (this year): \$2,920

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: D. BARTLES, RIGHT OF WAY ENGR. DC DPW



Dutchess
County
Public
Works

Dutchess

William R. Steinhaus
County Executive

Charles E. Traver
Commissioner
of Public Works

22 Market Street
Poughkeepsie
New York
12601
(845) 486-2121
Fax (845) 486-2099

MEMORANDUM

To: William O'Neil, Assistant to the County Executive

From: Charles E. Traver, Commissioner of Public Works

Date: April 14, 2010

Re: Resolution Request for Eminent Domain Proceedings

2010 APR 14 PM 4:52

DUTCHESS COUNTY
EXECUTIVE
RECEIVED

The Department of Public Works is requesting authorization to begin Eminent Domain Proceedings to acquire fee interest in a portion of property owned by James Sabia to be developed as a parking facility for the Dutchess Rail Trail (DRT), as we have reached an impasse in negotiations for this property.

The property is a 0.52+ acre parcel at the intersection of the Dutchess Rail Trail and Diddell Road in the Town of Wappinger. After investigation into several potential properties for the site of the DRT parking lot, this parcel site has been found to be the most appropriate due to its location, access to the Town highway system, and minimal environmental constraints.

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

Dutchess County
DPW ENGINEERING

Memo

To: Charles Traver, Commissioner of Public Works
CC: Gregory Bentley Director of Engineering
From: Don Bartles, Right of Way Engineer *DTB*
Date: April 13, 2010
Re: Resolution Request for Authorization to Commence EDPL Proceedings against James Sabia, et al, for the Dutchess Rail Trail.

Accompanying this memo is a Resolution Request with Fiscal Impact Statement and other supporting documentation requesting authorization by the Dutchess County Legislature to commence proceeding under the Eminent Domain Procedure Law to acquire fee interest in a portion of property currently owned by James A. Sabia and James J. Sabia.

The subject property is a 2111 Square Meter, 0.52± acre, parcel to be developed as a parking facility at the intersection of the Dutchess Rail Trail with Diddell Road in the Town of Wappinger. The parent parcel from which this acquisition is being made is a 61.75 acre parcel identified as Tax Grid Number 135689-6359-03-266097-0000. The entire parcel is classified for assessment purposes as Rural Residential Vacant Land over 10 acres and is zoned as 1 acre with a public sewer connection or 2 acres with individual sewage disposal systems. Several properties have been investigated in this area as potential parking sites and this site has been found to be the most appropriate because of its location, access to the Town highway system and minimal environmental constraints.

Public Works, through our design consultant, has had the property appraised and an opinion of Fair Market Value has suggested that an offer of \$9600.00 be made to the Sabias for this 0.52± acre parcel. This appraisal has been reviewed by an independent New York State Certified General Real Estate Appraiser and has been recommended, that is the reviewer concurs with the value suggested. The Director of Engineering with his staff have, based upon the appraisal and other supporting information, determined that \$9600.00 is Just Compensation for this acquisition and have directed the firm of R.K. Hite and Company, Inc. to formally present this offer of compensation to the Sabias and commence negotiations for its purchase. A formal written offer to purchase this property was mailed to the owners on June 29th, 2009. A copy of this offer is attached.

After numerous meetings, telephone conversations and mailed correspondences, the Sabias have refused to enter into an agreement of sale and have not been able to provide any information or supporting documentation that would indicate that the County's offer of compensation was inappropriate. It is the opinion of R.K. Hite and Company, this Department and the County Attorney's Office that we have reached an impasse in negotiations and that Eminent Domain Proceedings should be started.

A SEQRA review has been undertaken for this project with the finding of No Significant Environmental Impacts being adopted by the County Legislature in Resolution 207203.

Please review the accompanying information and if you concur, sign and forward it to the County Exec for his authorization to present this request to the Legislature. Please advise if I can provide any additional information.

Inc: Resolution Request
Fiscal Impact Statement
Acquisition Map (reduced copy)
Offer Letter

June 29, 2009

James A. Sabla and James J. Sabia
512 Vassar Road
Poughkeepsie, NY 12603

Re: Map No. 3, PIN 8757.53
Dutchess Rail Trail
Town of East Fishkill, Dutchess County, New York

Dear Mr. Sabia and Mr. Sabia:

The County of Dutchess is in the process of acquiring real property rights necessary for the Dutchess Rail Trail project. This letter is the County's official offer to purchase a portion of your property for the project.

The offer is based on an appraisal report prepared by a New York State Certified General Real Estate Appraiser. A qualified review appraiser has reviewed the appraisal report. The County has established an amount that represents "just compensation" for the property to be acquired. This amount includes the compensation for the interest to be acquired, improvements, if any, and all legal damages that may be caused to your remaining holdings.

The offer of just compensation is \$9,600.00. As required by federal and state law, the offer represents the highest approved appraisal amount. Payment will be made together with appropriate interest. You may accept the offer as payment in full or you may elect, without prejudicing your rights, to accept the offer as an advance payment.

The following is a summary of the offer:

The value of the land and improvements within the acquisition area:	\$9,600.00
The loss in value to your remaining property:	\$0.00
Cost to cure:	\$0.00
Temporary easement rental value:	\$0.00
TOTAL OFFER OF JUST COMPENSATION:	\$9,600.00

Dutchess
County
Public
Works

William R. Steinhilber
County Executive

Highway Systems
Management
Divisions

Charles E. Traver
Acting Commissioner
Director of
Construction and
Maintenance

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

626 Dutchess Turnpike
Poughkeepsie
New York
12603

H.C.M. Div. (845) 486-2900
Fax (845) 486-2920
Eng. Div. (845) 486-2925
Fax (845) 486-2940



Included in the acquired area are the following improvements:

444 linear feet of fencing

A description of the area and real estate interest to be acquired is shown on the enclosed map.

You may accept the offer as payment in full or you may reject the offer as payment in full and instead elect to accept such offer as an advance payment. Such election shall in no way prejudice your right to claim additional compensation. However, your failure to file a claim within the time of filing claims, as provided in subdivision (A) of section five hundred three of the Eminent Domain Procedure Law, shall be deemed an acceptance of the amount paid as full settlement of such claim.

On acceptance of this offer or an adjusted offer, the County will enter into a purchase agreement with you providing for payment of either the full or advance amount. Your rights to payment will not be conditioned on a waiver of any other rights.

The County has hired R. K. Hite & Co., Inc, a right of way consulting firm, to conduct negotiations on our behalf. A right of way agent from R.K. Hite will contact you to schedule an appointment to discuss the acquisition process. At this meeting, the agent will review the offer and explain the valuation and acquisition processes, including payment procedures. In addition, the agent will provide details about the proposed construction and the project schedule. Every effort will be made to answer your questions and help you through the process.

Thank you for your cooperation in this matter. If you have any questions, please contact R.K. Hite & Co., Inc. at (585) 226-6702.

Sincerely,

A handwritten signature in cursive script that reads "Gregory V. Bentley". The signature is written in black ink and is positioned above the typed name.

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

COUNTY OF DUTCHESS
ACQUISITION MAP

DUTCHESS RAIL TRAIL

PIN 8757.53

MAP NO. 3
PARCEL NO. 1
SHEET 1 OF 4 SHEETS

MAP REFERENCE INFORMATION:

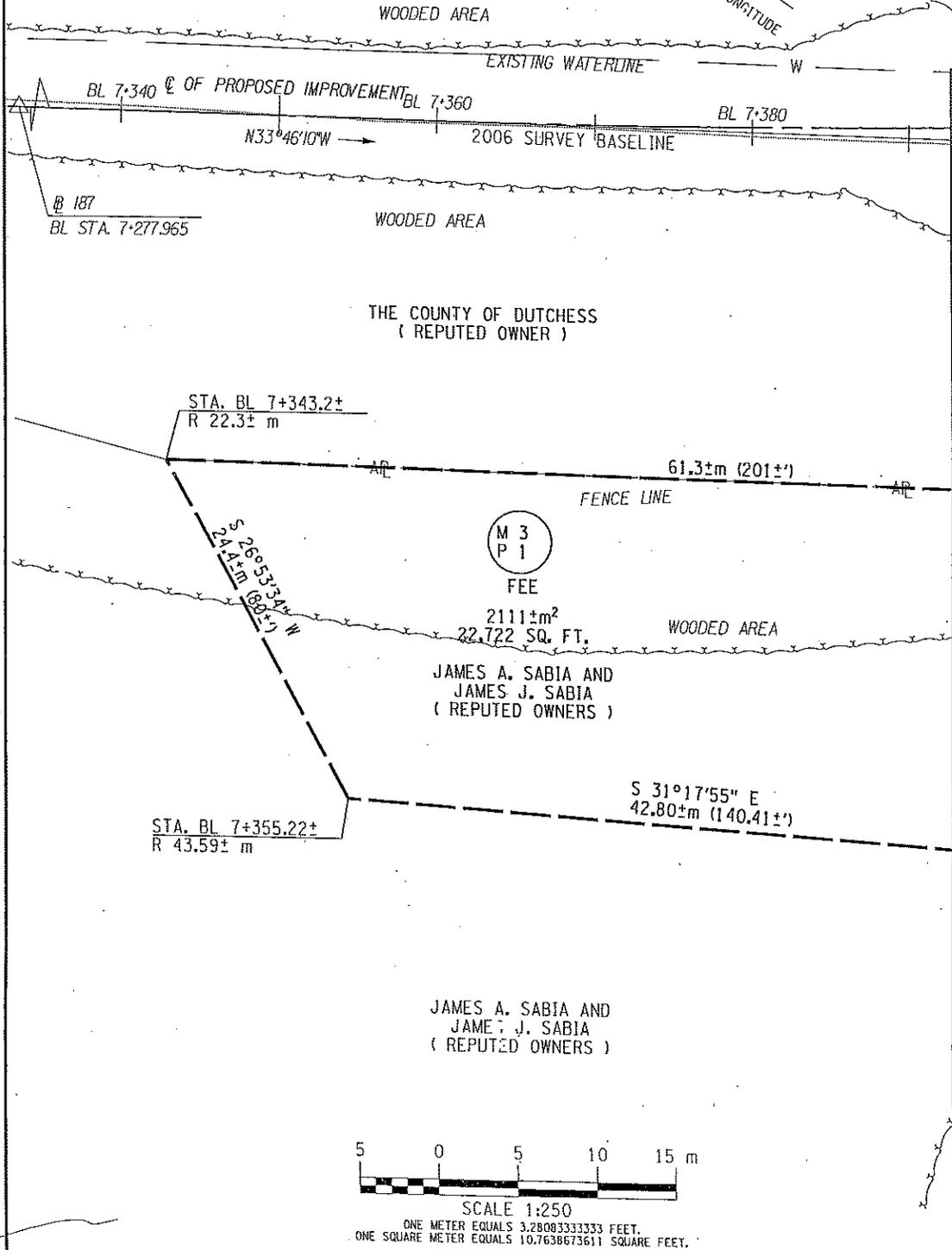
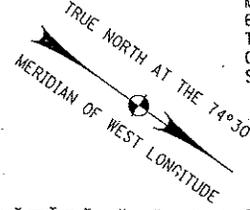
Dated _____ Filed CCM
Files Map #7005 (8-30-84)
Dated 2-27-84 Last revised 5-14-84

Parcel Locator Point:
Parcel No: 1
N: 309958.16
E: 204051.80

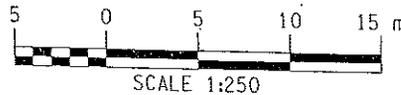
JAMES A. SABIA AND
JAMES J. SABIA
(REPUTED OWNERS)

CCD L. 1747 P. 519
TRN

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Tax
Map Ref. No. 135689-
6359-03-266097
Town of Wappinger
County of Dutchess
State of New York



MATCH LINE, SHEET 2



ONE METER EQUALS 3.280833333 FEET.
ONE SQUARE METER EQUALS 10.7638673611 SQUARE FEET.

FILE NAME = c:\14658\maps\Survey\14658.mxd, str-parcel-0119.dwg
USER = JES
DATE/TIME = 2/25/2008

COUNTY OF DUTCHESS
ACQUISITION MAP

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

DUTCHESS RAIL TRAIL

PIN 8757.53

MAP REFERENCE INFORMATION:

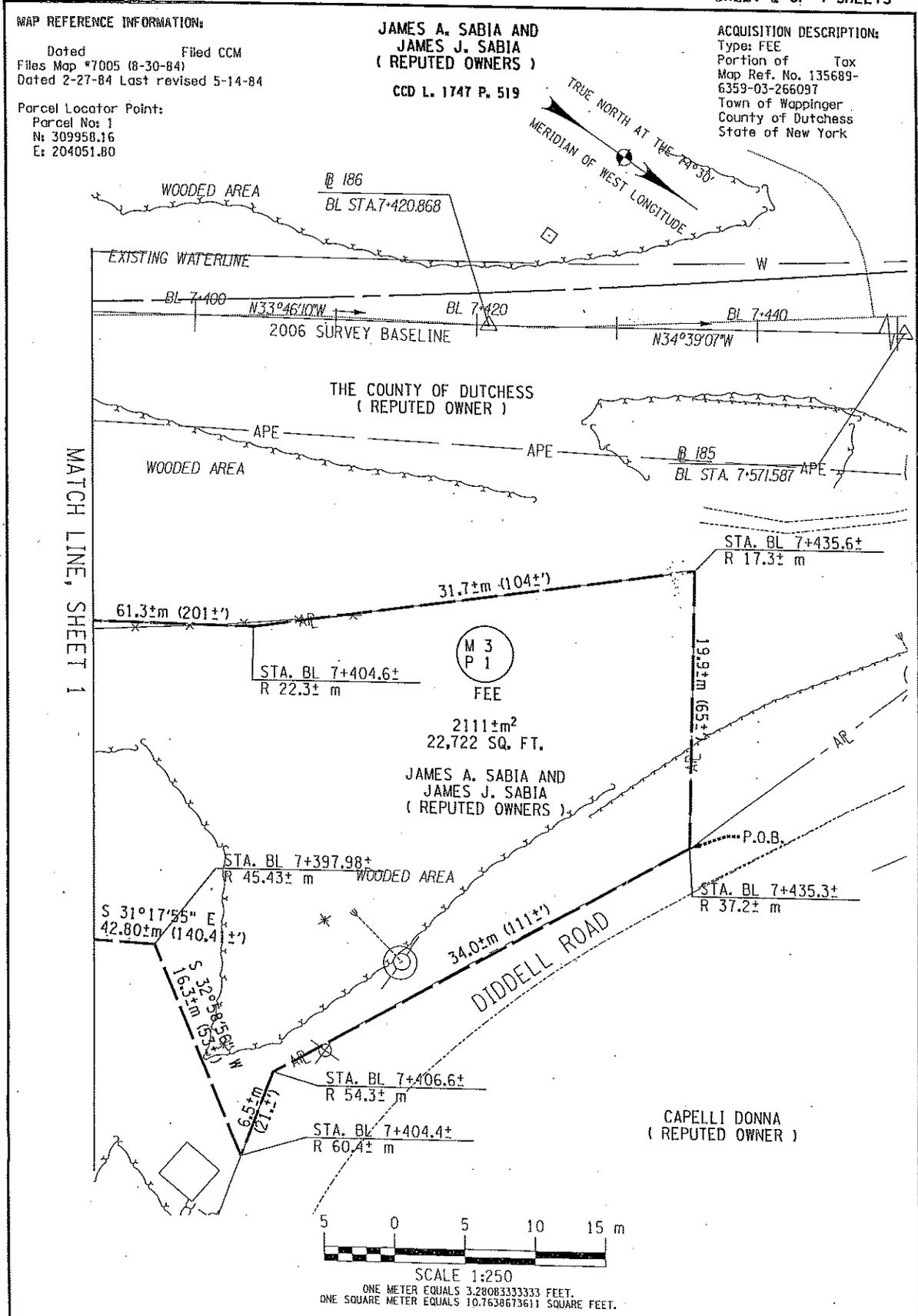
Dated _____ Filed CCM
Files Map #7005 (8-30-84)
Dated 2-27-84 Last revised 5-14-84

Parcel Locator Point:
Parcel No: 1
N: 309958.16
E: 204051.80

JAMES A. SABIA AND
JAMES J. SABIA
(REPUTED OWNERS)
CCD L. 1747 P. 519

ACQUISITION DESCRIPTION:
Type: FEE
Portion of Tax
Map Ref. No. 135689-
6359-03-266097
Town of Wappinger
County of Dutchess
State of New York

MATCH LINE, SHEET 1



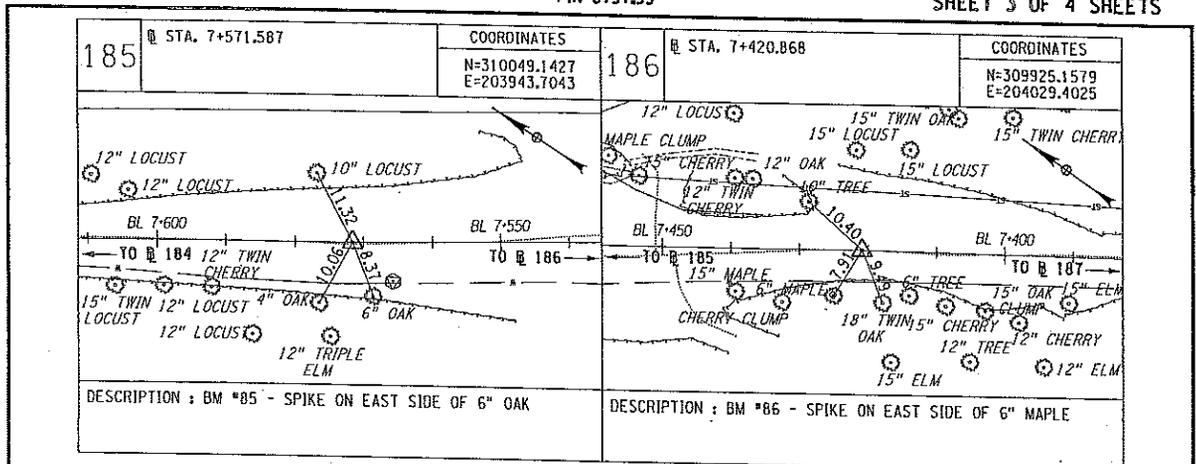
FILE NAME: c:\14688\unb\stcr\m\14688.mpg;ar_gm\14688.dgn USER: 1469 DATE/TIME: 2/25/2009

COUNTY OF DUTCHESS
ACQUISITION MAP

MAP NO. 3
PARCEL NO 1
SHEET 3 OF 4 SHEETS

DUTCHESS RAIL TRAIL

PIN 8757.53



ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL NO. 1

BEGINNING AT A POINT ON THE SOUTHERLY ROAD BOUNDARY OF DIDDELL ROAD AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTIES OF THE COUNTY OF DUTCHESS (REPUTED OWNER) ON THE WEST AND LANDS OF JAMES A. SABIA AND JAMES J. SABIA (REPUTED OWNERS) ON THE EAST, SAID POINT BEING 37.2± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+435.3± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL; THENCE ALONG SAID SOUTHERLY ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. EASTFRLY, A DISTANCE OF 34.0± METERS (111± FEET) TO A POINT, SAID POINT BEING 54.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+406.6± OF SAID BASELINE, AND
2. NORTHEASTERLY, A DISTANCE OF 6.5± METERS (21± FEET) TO A POINT, SAID POINT BEING 60.4± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+404.4± OF SAID BASELINE;

THENCE THROUGH SAID LANDS OF SABIA THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 32°58'56" WEST, DISTANCE OF 16.3± METERS (53.0± FEET) TO A POINT, SAID POINT BEING 45.43± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+397.98± OF SAID BASELINE,
2. SOUTH 31°17'55" EAST, DISTANCE OF 42.80± METERS (140.41± FEET) TO A POINT, SAID POINT BEING 43.59± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+355.22± OF SAID BASELINE, AND
3. SOUTH 26°53'34" WEST, DISTANCE OF 24.4± METERS (80.0± FEET) TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTIES OF THE COUNTY OF DUTCHESS (REPUTED OWNER) ON THE SOUTH AND LANDS OF JAMES A. SABIA AND JAMES J. SABIA (REPUTED OWNERS) ON THE NORTH, SAID POINT BEING 22.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+343.2± OF SAID BASELINE;

THENCE ALONG SAID DIVISION LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTHWESTERLY, A DISTANCE OF 61.3± METERS (201± FEET) TO A POINT, SAID POINT BEING 22.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+404.6± OF SAID BASELINE,
2. NORTHWESTERLY, A DISTANCE OF 31.7± METERS (104± FEET) TO A POINT, SAID POINT BEING 17.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+435.6± OF SAID BASELINE, AND
3. NORTHERLY, A DISTANCE OF 19.9± METERS (65± FEET) TO THE POINT OF BEGINNING, SAID PARCEL BEING 2,111± SQUARE METERS OR 22,722± SQUARE FEET MORE OR LESS.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL, AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS: BEGINNING AT STATION 7+277.965, THENCE NORTH 33°46'10" WEST TO STATION 7+420.868, THENCE NORTH 34°39'07" WEST TO STATION 7+571.587.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74 33/64 30 5/32 MERIDIAN OF WEST LONGITUDE.

COUNTY OF DUTCHESS
ACQUISITION MAP

MAP NO. 3
PARCEL NO 1
SHEET 4 OF 4 SHEETS

DUTCHESS RAIL TRAIL

PIN 8757.53

MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS
FROM
JAMES A. SABIA AND
JAMES J. SABIA
(REPUTED OWNERS)
FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL

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

Date _____ 20__

CHARLES E. TRAVER
ACTING COMMISSIONER OF PUBLIC WORKS
DUTCHESS COUNTY

RECOMMENDED BY: *Gregory V. Bentley*

Date July 6 2009

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

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

Date 4/22 2008

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



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



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

DATE ARCHIVED _____

PREPARED BY _____

CHECKED BY _____

FINAL CHECK BY _____

FILE NAME = UN14855\ASTIN_Survey\4856_map_sur-parcel11b.dgn

USER = 484

DATE/TIME = 2/27/2008

MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS
FROM
JAMES A. SABIA AND
JAMES J. SABIA
(REPUTED OWNERS)

FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL

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

Date _____ 20__

CHARLES E. TRAMER
ACTING COMMISSIONER OF PUBLIC WORKS
DUTCHESS COUNTY

RECOMMENDED BY: *[Signature]*
Date 4/22/08 2008

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

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

Date 4/22/08 2008

[Signature]
JOHN E. QUINN, JR., LAND SURVEYOR
P.L.S. LICENSE NO. 50269
CLOUGH-HARBOUR & ASSOCIATES LLP



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

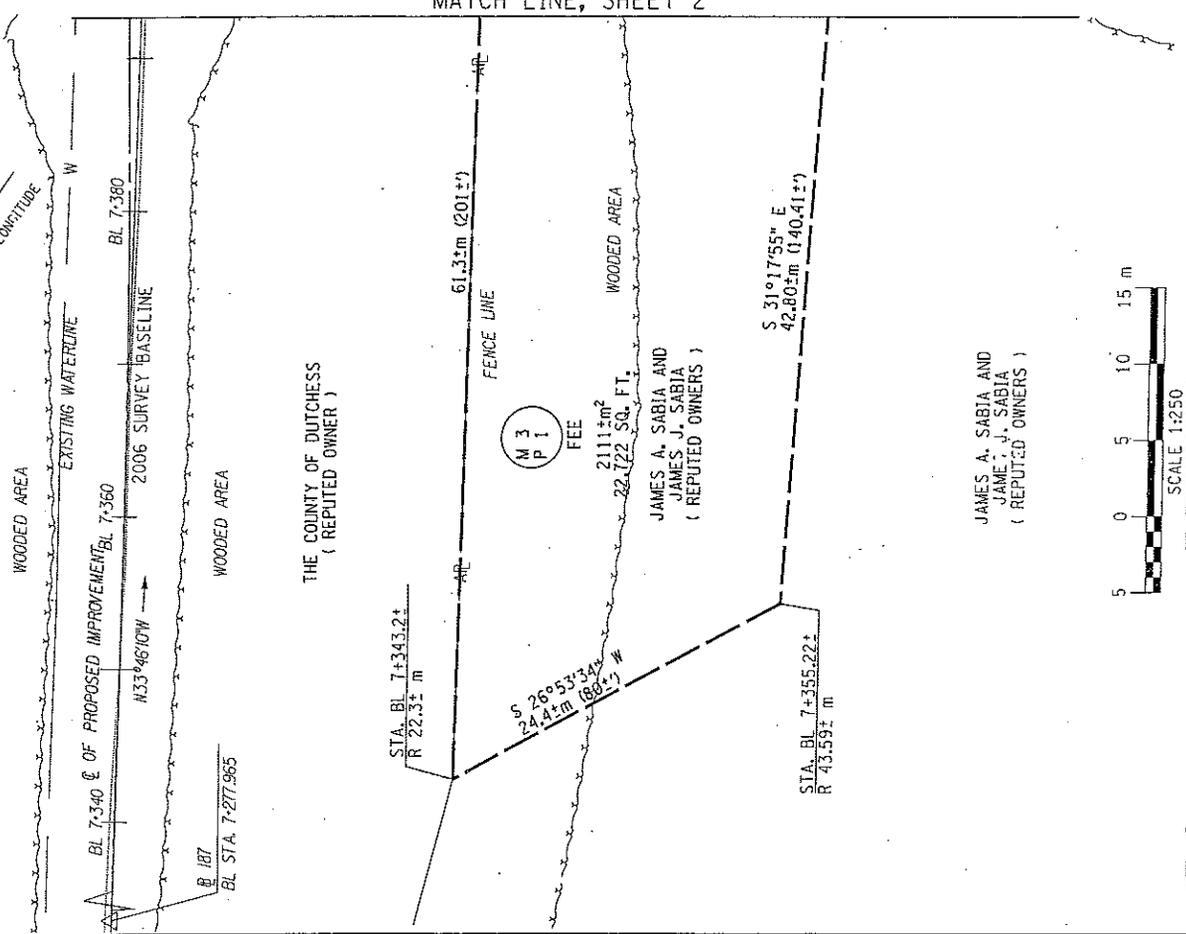
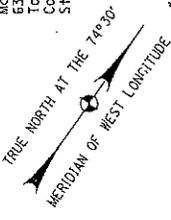


CLOUGH HARBOUR & ASSOCIATES LLP
111 Wilkes Circle, PO Box 5258 - Albany, NY 12205-0258
Main: (518) 453-4500 • www.cloughharbour.com

ACQUISITION DESCRIPTION:
 Type: FEE
 Portion of Tax
 Map Ref. No. 135689-
 6359-03-266097
 Town of Wappinger
 County of Dutchess
 State of New York

**JAMES A. SABIA AND
 JAMES J. SABIA
 (REPUTED OWNERS)**
 CCD L. 1747 P. 519
 TRN

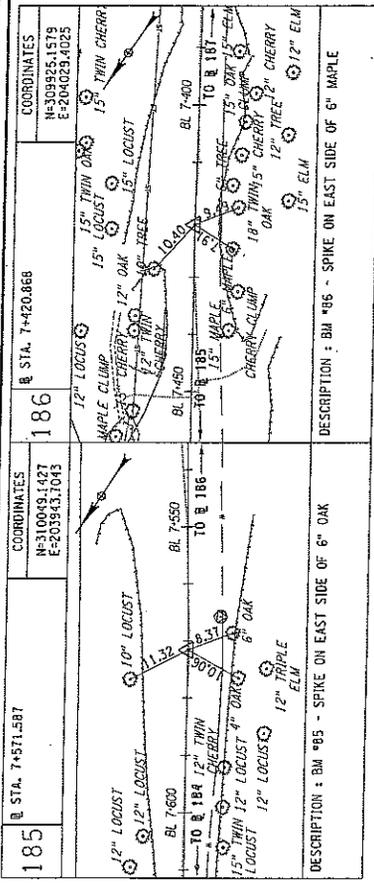
MAP REFERENCE INFORMATION:
 Dotted Filed CCM
 Files Map #7005 (8-30-84)
 Dated 2-27-84 Last Revised 5-14-84
 Parcel Locator Point:
 Parcel No. 1
 N: 309558.16
 E: 204051.80



MATCH LINE, SHEET 2



DATE MARKED: _____ PREPARED BY: _____ CHECKED BY: _____ FINAL CHECK BY: _____



DESCRIPTION ± BM *95 - SPIKE ON EAST SIDE OF 6" OAK

DESCRIPTION ± BM *96 - SPIKE ON EAST SIDE OF 6" MAPLE

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL NO. 1
 BEGINNING AT A POINT ON THE SOUTHERLY ROAD BOUNDARY OF DIDDLE ROAD AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTIES OF THE COUNTY OF DUTCHESS (REPUTED OWNER) ON THE WEST AND LANDS OF JAMES A. SABIA AND JAMES J. SABIA (REPUTED OWNERS) ON THE EAST, SAID POINT BEING 37.2± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM THE EAST, 7+435.3± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE CONSTRUCTION OF THE DUTCHESS FAIL TRAIL; THENCE ALONG SAID SOUTHERLY ROAD BOUNDARY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. EASTERLY, A DISTANCE OF 34.0± METERS (111± FEET) TO A POINT, SAID POINT BEING 54.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+406.6± OF SAID BASELINE, AND
2. NORTHEASTERLY, A DISTANCE OF 6.5± METERS (21± FEET) TO A POINT, SAID POINT BEING 60.4± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+404.4± OF SAID BASELINE;

THENCE THROUGH SAID LANDS OF SABIA THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 32°58'56" WEST, DISTANCE OF 16.3± METERS (53.0± FEET) TO A POINT, SAID POINT BEING 45.43± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+397.98± OF SAID BASELINE.
2. SOUTH 31°17'55" EAST, DISTANCE OF 42.80± METERS (140.41± FEET) TO A POINT, SAID POINT BEING 43.59± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+355.22± OF SAID BASELINE, AND
3. SOUTH 26°53'34" WEST, DISTANCE OF 24.4± METERS (80.0± FEET) TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTIES OF THE COUNTY OF DUTCHESS (REPUTED OWNER) ON THE SOUTH AND LANDS OF JAMES A. SABIA AND JAMES J. SABIA (REPUTED OWNERS) ON THE NORTH, SAID POINT BEING 22.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+343.2± OF SAID BASELINE;

THENCE ALONG SAID DIVISION LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTHWESTERLY, A DISTANCE OF 61.3± METERS (201± FEET) TO A POINT, SAID POINT BEING 22.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+404.6± OF SAID BASELINE,
2. NORTHWESTERLY, A DISTANCE OF 31.7± METERS (104± FEET) TO A POINT, SAID POINT BEING 17.3± METERS DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 7+435.6± OF SAID BASELINE, AND
3. NORTHERLY, A DISTANCE OF 19.9± METERS (65± FEET) TO THE POINT OF BEGINNING, SAID PARCEL BEING 2.111± SQUARE METERS OR 22.722± SQUARE FEET MORE OR LESS.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL, AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
 BEGINNING AT STATION 7+277.965, THENCE NORTH 33°46'10" WEST TO STATION 7+420.868, THENCE NORTH 34°39'07" WEST TO STATION 7+571.587.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74.33/64 30 5/32 MERIDIAN OF WEST LONGITUDE.

Discussion on the foregoing Resolution No. 2010173 resulted as follows:

Legislator Doxsey requested permission to abstain for personal and professional reasons.

Chairman Rolison granted Legislator Doxsey permission to abstain.

Roll call vote on the foregoing Resolution No. 2010173 resulted as follows:

AYES: 16 Rolison, Cooper, Flesland, Goldberg, Kuffner, Borchert, Roman, White, Jeter-Jackson, Weiss, Bolner, Incoronato, Miccio, Forman, Thomes, Surman.

NAYS: 8 Horn, Sadowksi, Tyner, MacAvery, Traudt, Horton, Hutchings, Kelsey.

ABSTENTION: 1 Doxsey.

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010174

RE: AUTHORIZING ACQUISITION OF PERMANENT EASEMENT FROM DONNA CAPPELLI IN THE TOWN OF WAPPINGER IN CONNECTION WITH THE DUTCHESS RAIL TRAIL

Legislators MICCIO and INCORONATO offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the acquisition of a permanent easement along portions of the former Maybrook Rail Road Line, now known as the Dutchess Rail Trail, in order to facilitate clearing obstructions that are limiting available sight distance for the access road to the proposed parking area on Diddell Road in the Town of Wappinger, and

WHEREAS, by Resolution No. 207203 this Legislature adopted and confirmed the Full Environmental Assessment Form and Negative Declaration concluding that the improvement project (1) constitutes a Type I action pursuant to Article VIII of the New York State Environmental Quality Review Act and 6 NYCRR Part 617 and (2) will not have a significant adverse effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to facilitate the clearing of obstructions for the proposed parking area for the Dutchess Rail Trail, it is necessary to acquire a Permanent Easement over a portion of property presently owned by Donna Cappelli, and

WHEREAS, an Agreement to Purchase a Permanent Easement was entered into between the County and the property owner for the purpose of acquiring a Permanent Easement over said real property, a copy of said Agreement is annexed hereto and made a part hereof, and

WHEREAS, the property described is a portion of Tax Grid No. 135689-6359-03-151228-0000 and consists of 934 square meters or 10,053 square feet, more or less, and

WHEREAS, the Commissioner of Public Works has recommended that a Permanent Easement over the subject property be purchased for the sum of \$10,300 and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the appropriate transfer tax and filing fees and any other related fees in connection with the conveyance, and payment be made to the property owner, Donna Cappelli, in the sum of \$10,300, and be it further

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

CA-99-10 R-878
5/12/10 Fiscal Impact: See attached statement

APPROVED



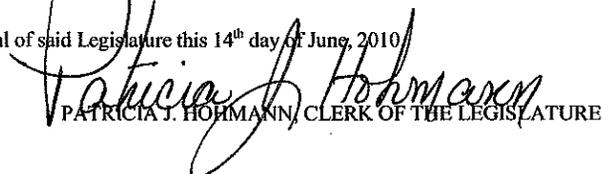
WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

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 ^{6/17} ~~dated~~ ²⁰¹⁰ by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010/



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 10,800

Total Current Year Revenue \$ 8,640

and Source

Total Current Year Cost is 80% reimbursable through Federal HHP and CMAQ funding

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

Identify Line Items(s):

H0372.7110.3008

Related Expenses: Amount \$ 500 (included in the \$ 10,000 Above)

Nature/Reason:

Anticipated costs associated with Mortgage Release Applications and Filing Fees

Anticipated Savings to County: _____

Net County Cost (this year): \$2,160

Over Five Years: _____

Additional Comments/Explanation:

Related expenses are included in the Total Current Year Cost

Prepared by: D. Bartles, Right of Way Engineer, DC DPW

AGREEMENT TO PURCHASE A PERMANENT EASEMENT

Project: Dutchess Rail Trail Project **PIN:** 8757.53 **TRN:** N/A **Map No(s):** 12

This Agreement by and between DONNA CAPPELLI, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as "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 10,053± square feet of real property located at 23 Diddell Road in the Town of Wappinger, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated July 20, 1984, and recorded November 2, 1984 in Liber 1651 at Page 109 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. 6359-03-151228), and being the same lands shown 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:

500 square feet of lawn
A stone/brick wall
260 square feet of asphalt drive
Various trees.

3. **PURCHASE PRICE.** The purchase price is Ten Thousand, Three Hundred and 00/100 Dollars (\$10,300.00). This price includes the real property described in paragraph 1, the improvements described in paragraph 2 and any additional items on the Addendum.

4. **PAYMENT.** All by check at closing.

5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about MAY 30, 2010.

6. **BUYER'S POSSESSION OF THE PROPERTY AND RIGHT OF ENTRY.** Buyer shall have possession of the rights of easement to the property on the day of closing.

7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:

- A. Permanent Easement. Buyer will prepare a permanent easement agreement and deliver to the Seller for execution at the time of closing.
- 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.

8. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in 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 3, and paid to the appropriate party by the Buyer at the time of closing.

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 closing: 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 stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. 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.
13. ADDENDA. The following Addenda are incorporated into this agreement:
[] Temporary Easement [] Cost to Cure [] Other _____

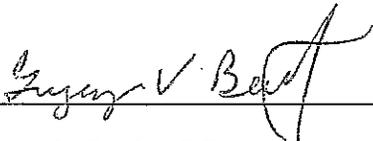
IN WITNESS WHEREOF, on this 18th day of Feb., 2010, the parties have entered into this Agreement.

Witness: 

Seller: 
By: Donna Cappelli

COUNTY OF DUTCHESS

Witness: 

Buyer: 
By: Gregory V. Bentley, P.E.
Director of Engineering

COUNTY OF DUTCHESS
ACQUISITION MAP

DUTCHESS RAIL TRAIL

PIN 8757.53

MAP NO. 12B
PARCEL NO. 1
SHEET 2 OF 4 SHEETS

MATCH LINE, SHEET 2

DONNA M. CAPPELLI
(REPUTED OWNER)

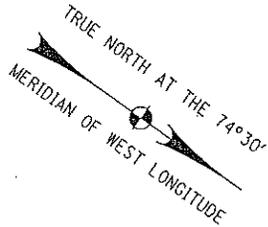
M 12B
P 1
PE

934±m²
10,053 SQ. FT.

DONNA M. CAPPELLI
(REPUTED OWNER)

STA. BL 7+413.6±
R 104.9± m

STA. BL 7+418.6±
R 119.3± m



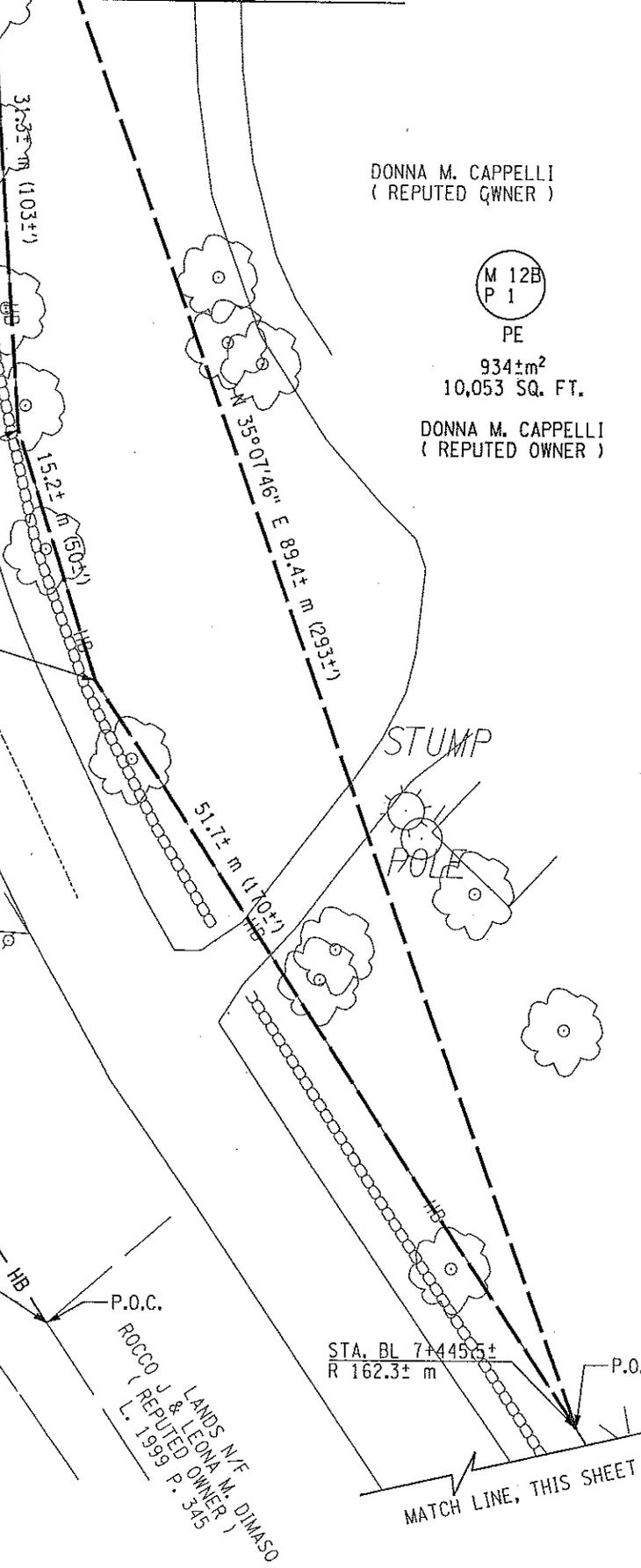
MATCH LINE, THIS SHEET

STA. BL 7+478.683±
R 212.005± m



SCALE 1:250

ONE METER EQUALS 3.280833333 FEET.
ONE SQUARE METER EQUALS 10.7638673611 SQUARE FEET.



STA. BL 7+445.5±
R 162.3± m

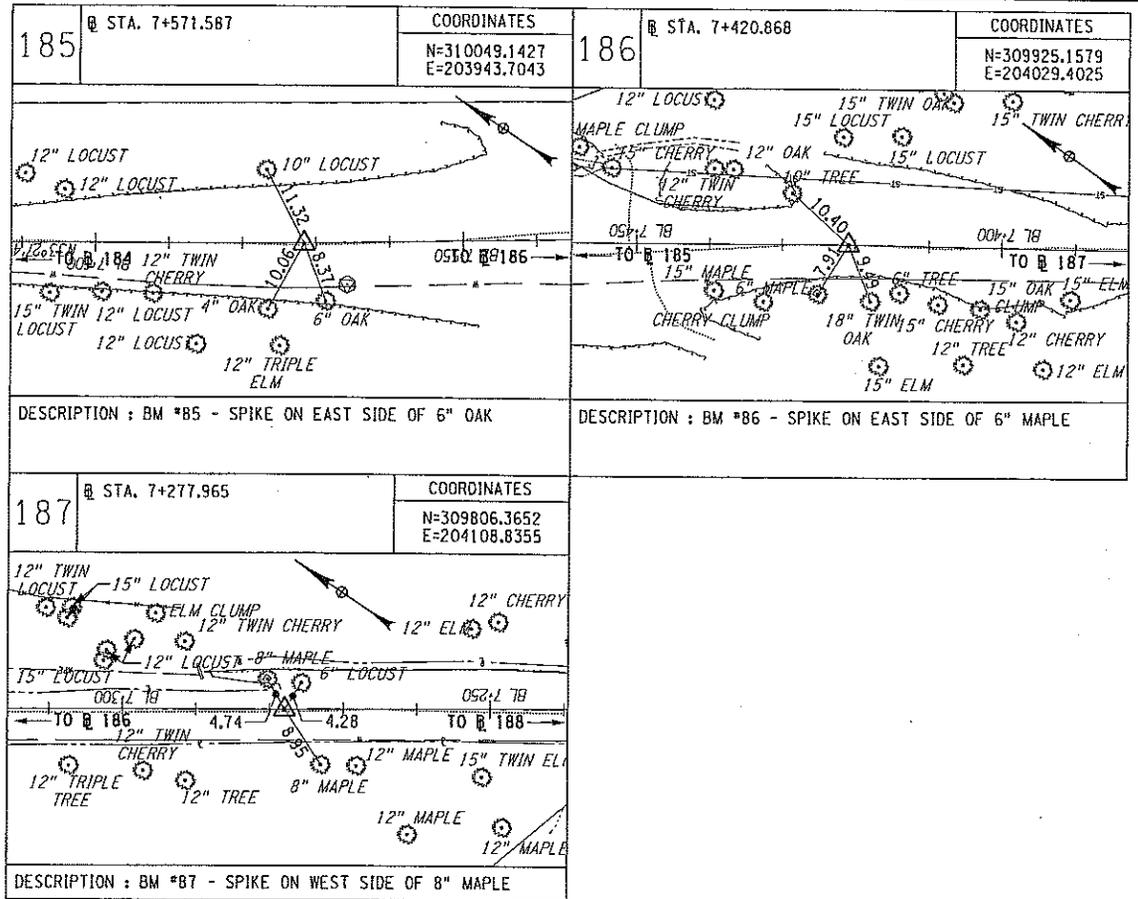
MATCH LINE, THIS SHEET

**COUNTY OF DUTCHESS
ACQUISITION MAP**

MAP NO. 12B
PARCEL NO 1
SHEET 3 OF 4 SHEETS

DUTCHESS RAIL TRAIL

PIN 8757.53



A PERMANENT EASEMENT to be exercised in, on and over the property delineated above for the purpose of removal of obstructions, enhancement of sight distances, and for the continued maintenance of the sight distance available for the ingress and egress to a parking lot located on Diddell Road, constructed in conjunction with the Dutchess Rail Trail, with the right at all times to enter upon the premises to cut, trim, move, demolish and remove any and all brush, trees or other growth, object, article, building or structure, now or hereafter growing, kept, erected, set, placed or existing and to prevent the planning or placing thereof on such area which should be removed for such purposes, in and to all that piece or parcel situate in the Town of Wappinger, County of Dutchess and State of New York being more particularly bounded and described as follows:

Parcel No. 1

Commencing at a point on the westerly road boundary of Diddell Road at its intersection with the division line between the properties of Donna M. Cappelli (reputed owner) on the south and lands of Rocco J. and Leona M. Dimase (reputed owners) on the north, said point being 212± meters distant northerly measured at right angles from Station 7+478.7± of the hereinafter described survey baseline for the construction of the Dutchess Rail Trail; thence southerly along said westerly road boundary, a distance of 59.8± meters (196± feet) to the Point of Place of Beginning, said point being 162.3± meters distant northerly measured at right angles from Station 7+445.5± of said baseline, thence continuing along said westerly road boundary the following seven (7) courses and distances:

1. Southerly, a distance of 51.7± meters (170± feet) to a point, said point being 119.3± meters distant northerly measured at right angles from Station 7+418.6± of said baseline;
2. Southerly, a distance of 15.2± meters (50± feet) to a point, said point being 104.9± meters distant northerly measured at right angles from Station 7+413.6± of said baseline;
3. Southerly, a distance of 31.3± meters (103± feet) to a point, said point being 73.8± meters distant northerly measured at right angles from Station 7+410.9± of said baseline;
4. Southerly, a distance of 5.1± meters (17± feet) to a point, said point being 68.9± meters distant northerly measured at right angles from Station 7+412.4± of said baseline;
5. Southerly, a distance of 3.9± meters (13± feet) to a point, said point being 65.5± meters distant northerly measured at right angles from Station 7+414.4± of said baseline;
6. Southwesterly, a distance of 21.0± meters (69± feet) to a point, said point being 51.4± meters distant northerly measured at right angles from Station 7+429.2± of said baseline; and
7. Southwesterly, a distance of 15.2± meters (49± feet) to a point, said point being 42.5± meters distant northerly measured at right angles from Station 7+441.5± of said baseline; thence through said lands of Cappelli the following two (2) courses and distances:
 1. South 87°47'36" West, distance of 44.8± meters (147± feet) to a point, said point being 78.5± meters distant northerly measured at right angles from Station 7+415.8± of said baseline, and
 2. North 35°07'46" East, distance of 89.4± meters (293± feet) to the point of beginning, said parcel being 934± square meters or 10,053± square feet more or less.

The survey baseline is a portion of the 2006 Survey Baseline for the construction of The Dutchess Rail Trail, as shown on the map and described as follows:
Beginning at station 7+277.965, thence North 33°46'10" West to station 7+420.868, thence North 34°39'07" West to station 7+571.587.

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

FILE NAME = I:\14855\513\SURVEY\14855.dwg USER = 3085 DATE/TIME = 7/17/2008

Roll call vote on the foregoing Resolution No. 2010174 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010175

RE: AUTHORIZING ACQUISITION OF PERMANENT EASEMENT FROM LUIS MORALES AND ANA GALE MORALES IN THE TOWN OF EAST FISHKILL IN CONNECTION WITH THE DUTCHESS RAIL TRAIL

Legislators MICCIO and HORTON offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the acquisition of a permanent easement along portions of the former Maybrook Rail Road Line, now known as the Dutchess Rail Trail, in order to provide access to the Dutchess Rail Trail, and

WHEREAS, by Resolution No. 207203 this Legislature adopted and confirmed the Full Environmental Assessment Form and Negative Declaration concluding that the improvement project (1) constitutes a Type I action pursuant to Article VIII of the New York State Environmental Quality Review Act and 6 NYCRR Part 617 and (2) will not have a significant adverse effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to facilitate access to the Dutchess Rail Trail, it is necessary to acquire a Permanent Easement over a portion of property presently owned by Luis Morales and Ana Gale Morales, and

WHEREAS, an Agreement to Purchase a Permanent Easement was entered into between the County and the property owners for the purpose of acquiring a Permanent Easement over said real property, a copy of Agreement is annexed hereto and made a part hereof, and

WHEREAS, the property described is a portion of Tax Grid No. 132800-6457-02-506715-0000 and consists of 529 square meters or 5,697 square feet, more or less, and

WHEREAS, the Commissioner of Public Works has recommended that a Permanent Easement over the subject property be purchased for the sum of \$10,600 and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the appropriate transfer tax and filing fees and any other related fees in connection with the conveyance, and payment be made to the property owners, Luis Morales and Ana Gale Morales, in the sum of \$10,600, and be it further

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

CA-100-10 ca/R-0860
5/12/10 Fiscal Impact: See attached statement
STATE OF NEW YORK

ss:
COUNTY OF DUTCHESS

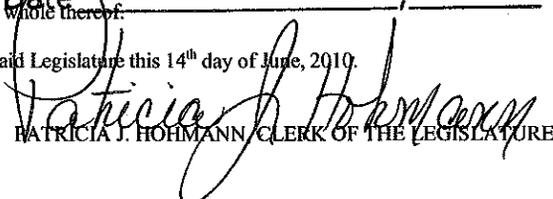
APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.

6/17 2010

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 11,500

Total Current Year Revenue \$ 9,200

and Source

Total Current Year Cost is 80% reimbursable through Federal HHP and CMAQ funding

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

Identify Line Items(s):

H0372.7110.3008

Related Expenses:

Amount \$ 900

(included in the \$11,500 above)

Nature/Reason:

Anticipated costs associated with Mortgage Release Applications, Title Insurance and Filing Fees

Anticipated Savings to County: _____

Net County Cost (this year): \$2,300

Over Five Years: _____

Additional Comments/Explanation:

Related expenses are included in the Total Current Year Cost

Prepared by: D. Bartles, Right of Way Engineer, DC DPW

AGREEMENT TO PURCHASE A PERMANENT EASEMENT

Project: Dutchess Rail Trail Project PIN: 8757.53 TRN: N/A Map No(s): 1A

This Agreement by and between LUIS MORALES and ANA GALE MORALES, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as "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 4,451± square feet of real property located at Martin Road in the Town of East Fishkill, Dutchess County, New York, further described as:

Being a portion of those same lands described in a Bargain and Sale Deed dated November 8, 1996, and recorded November 26, 1996 as Document Number 02-1996-8386 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No. 132800-6457-02-506715-0000), and being the same lands shown 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:

309 square feet of lawn
Pine trees

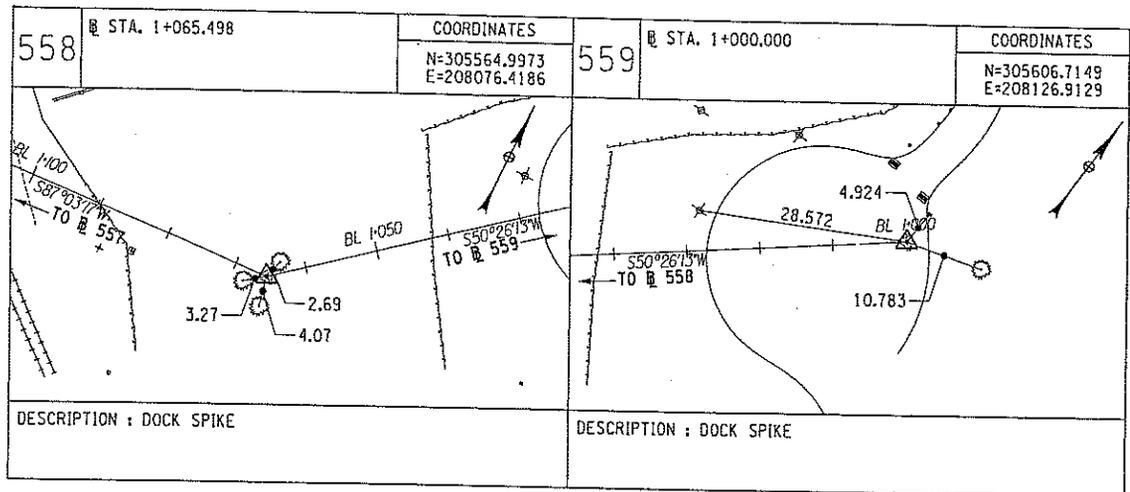
3. PURCHASE PRICE. The purchase price is Ten Thousand, Six Hundred and 00/100 Dollars (\$10,600.00). This price includes the real property described in paragraph 1, the improvements described in paragraph 2 and any additional items on the Addendum.
4. PAYMENT. All by check at closing.
5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about May 30, 2010.
6. BUYER'S POSSESSION OF THE PROPERTY AND RIGHT OF ENTRY. Buyer shall have possession of the rights of easement to the property on the day of closing.
7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
- A. Permanent Easement. Buyer will prepare a permanent easement agreement and deliver to the Seller for execution at the time of closing.
 - 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.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in 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 3, and paid to the appropriate party by the Buyer at the time of closing.
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 closing: 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 stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

COUNTY OF DUTCHESS
ACQUISITION MAP

MAP NO. 1A
PARCEL NO
SHEET 2 OF 3 SHEETS

DUTCHESS RAIL TRAIL

PIN 8757.53



A PERMANENT EASEMENT TO PROVIDE FOR THE CONSTRUCTION, MAINTENANCE, AND CONTINUED OPERATION OF A RAIL TRAIL OR BIKE PATH ON, OVER OR UNDER ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF EAST FISHKILL, COUNTY OF DUTCHESS AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL NO. 1

BEGINNING AT A POINT ON THE SOUTHERLY ROAD BOUNDARY OF NEW YORK STATE ROUTE 82 AND THE WESTERLY ROAD BOUNDARY OF MARTIN ROAD, AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTIES OF THE PEOPLE OF THE STATE OF NEW YORK (REPUTED OWNERS) ON THE NORTHWEST AND LUIS MORALES AND ANA GALE MORALES (REPUTED OWNERS) ON THE SOUTHEAST, SAID POINT BEING 29.3± METERS DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 0+994.97± FORE TANGENT PRODUCED BACK OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL; THENCE SOUTHEASTERLY ALONG SAID WESTERLY ROAD BOUNDARY OF MARTIN ROAD 15.6± METERS (51± FEET) TO A POINT ON A CURVE, SAID POINT BEING 14.8± METERS DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 1+000.69± OF THE SAID BASELINE; THENCE CONTINUING SOUTHWESTERLY ALONG SAID WESTERLY ROAD BOUNDARY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.8± METERS (65± FEET) A DISTANCE OF 28.1± METERS (92± FEET), SAID POINT BEING 12.9± METERS DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 1+026.43± OF SAID BASELINE; THENCE SOUTH 43°18'16" WEST, THROUGH SAID LANDS OF MORALES, 22.4± METERS (73± FEET) TO A POINT AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE PROPERTIES OF THE PEOPLE OF THE STATE OF NEW YORK (REPUTED OWNERS) ON THE SOUTH AND LUIS MORALES AND ANA GALE MORALES (REPUTED OWNERS) ON THE NORTH, SAID POINT BEING 10.1± METERS DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 1+048.70± OF SAID BASELINE; THENCE NORTHWESTERLY ALONG SAID DIVISION LINE 10.5± METERS (34± FEET) TO A POINT ON THE SAID SOUTHERLY ROAD BOUNDARY OF NEW YORK STATE ROUTE 82, SAID POINT BEING 20.6± METERS DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM STATION 1+050.02± OF SAID BASELINE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY ROAD BOUNDARY OF NEW YORK STATE ROUTE 82 55.7± METERS (183± FEET) TO THE POINT OF BEGINNING, SAID PARCEL BEING 529± SQUARE METERS OR 5697± SQUARE FEET MORE OR LESS.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE CONSTRUCTION OF THE DUTCHESS RAIL TRAIL, AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 1+000.000, THENCE SOUTH 50°26'13" WEST TO STATION 1+065.516;
ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°30' MERIDIAN OF WEST LONGITUDE.

COUNTY OF DUTCHESS
ACQUISITION MAP

MAP NO. 1A
PARCEL NO
SHEET 3 OF 3 SHEETS

DUTCHESS RAIL TRAIL

PIN 8757.53

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

Date _____ 20__

CHARLES E. TRAVER
COMMISSIONER OF PUBLIC WORKS
DUTCHESS COUNTY

RECOMMENDED BY: *Gregory V. Bentley*

Date *July 6* 20*09*

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

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

Date *4-22-08* 20__

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



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



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

Roll call vote on the foregoing Resolution No. 2010175 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010176

RE: EXECUTION OF AGRICULTURAL AND FARMLAND
PROTECTION GRANT FOR THE ACQUISITION
OF A CONSERVATION EASEMENT FOR FISHKILL FARMS
LOCATED IN THE TOWN OF EAST FISHKILL, NEW YORK

Legislators MICCIO, COOPER, KELSEY, MACAVERY, FLESLAND,
BOLNER, and HORTON offer the following and move its adoption:

WHEREAS, pursuant to Article 25-AAA of the Agriculture and Markets Law, a proposal, such as the purchase of a conservation easement, is eligible for State assistance payments not to exceed SEVENTY FIVE (75%) PERCENT of the cost of implementing the proposal when sponsored by a municipality with a local farmland protection plan which has been endorsed by the local Agricultural and Farmland Protection Board, and

WHEREAS, the purchase of a conservation easement for Fishkill Farms in the Town of East Fishkill, is in accord with the County Master Plan Directions and the Dutchess County Farmland Protection Plan developed by the Farmland Protection Board and adopted by the County Legislature on May 11, 1998, and

WHEREAS, in response to the application of the Dutchess County Agriculture and Farmland Protection Board, the New York State Department of Agriculture and Markets has advised the County that it has been awarded a maximum of ONE-MILLION NINE HUNDRED THIRTY NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT and 00/100 (\$1,939,688.00) DOLLARS to purchase a conservation easement on Fishkill Farms in the Town of East Fishkill through an Agricultural and Farmland Protection Implementation Grant, and

WHEREAS, a copy of the application is on file with the Clerk to the Dutchess County Legislature, and

WHEREAS, Grant execution does not commit the County to a definite course, or to appropriate the required TWENTY FIVE (25%) PERCENT matching share in the amount of \$646,563.00, which will be funded by private sources, but offers the County an opportunity to gather sufficient information to formulate the proposed action and to decide if it wants to proceed with the Grant, and

WHEREAS, if initiated after Grant execution, various Grant requirements such as negotiating and executing an option to purchase the proposed easement, obtaining an appraisal, survey and title insurance, and developing a monitoring plan for the proposed easement, are eligible for reimbursement, assuming ultimate Grant implementation, and

WHEREAS, because the costs to purchase the above referenced items shall not be borne by the County but shall be paid through the State Grant and private sources, it is reasonable to proceed with those items, which are not only Grant requirements, but also prerequisites to establishing a value for the proposed conservation easement, and the actual estimated project cost, and

WHEREAS, acquisition of a conservation easement for approximately 272 acres on Fishkill Farms will help preserve an important agricultural, scenic and natural resource in the area, and

WHEREAS, the proposed conservation easement, by allowing for continuing agricultural uses, but otherwise limiting site development, seeks to insure that Fishkill Farms remains a viable, agricultural property, in perpetuity, and

WHEREAS, the Dutchess Land Conservancy, which provided assistance to the Farmland Protection Board in its application to the Department of Agriculture and Markets, has offered to assist the County in implementing the grant and to hold or hold with third party enforcement rights in the County or co-hold with the County, the resulting conservation easement, on such terms and conditions as the parties mutually agree, now therefore, be it

RESOLVED, that the Dutchess County Executive is authorized to execute the Farmland Protection Grant, referenced above in substantially the same form as attached hereto, and, be it further

RESOLVED, that subject to the conditions set forth above, the County Executive is authorized to take such steps as necessary to progress the project, subject to Legislative approval.

CA-105-10
ADR:kvh
C-7902 6/3/2010
Fiscal Impact: See attached statement.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

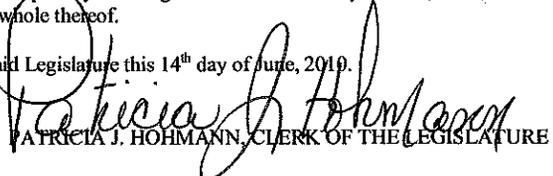
Date 6/17, 2010

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 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 1,939,688

and Source
NYS Department of Agriculture and Markets Farmland Protection Implementation Grant (FPIG)

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

Identify Line Items(s):

No County funds requested for match. Match will be provided by other sources including landowner.

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Over Five Years: \$0 _____

Additional Comments/Explanation:

The FPIG grant was awarded to Dutchess County based on an application for funds from the Agriculture and Farmland Protection Board. No County PMG funding was committed in the application; no County PMG funding is requested for the required 25% match. Matching funds will be provided by other sources including the landowner.

Although the County is not a funding partner for the Fishkill Farms acquisition, the award for the purchase requires execution of the Grant Agreement by Dutchess County.

Prepared by: Noela Hooper, Senior Planner, Department of Planning and Development

H0400 - Open Space - 2008

APPROPRIATIONS

Increase

H0400.8020.3006.7007	Easement Conservation - Fishkill Farms	\$1,939,688
		<u>\$1,939,688</u>

REVENUE

Increase

H0400.8020.37970.01	Other Economic Assistance Ag & Mrkts Farmland Protection	\$1,939,688
		<u>\$1,939,688</u>

AGREEMENT

New York State
 Department of Agriculture and Markets
 10B Airline Drive
 Albany, NY 12235-0001
 Agency Code 06000

**AGRICULTURAL AND FARMLAND PROTECTION
 IMPLEMENTATION GRANT**

Contract Authority: Agriculture and Markets Law, Article 25-AAA

Contract Number: **C800752**
 Amount of Agreement: **\$1,939,688**
 Contract Period: **5/13/09 to 11/12/13**
 Municipal Code: **1301 0000 0000**

Contractor Name/Project Sponsor: **Dutchess County**

Street: **22 Market Street** City: **Poughkeepsie** State: **NY** Zip: **12601**

Billing Address (if different from above):

Street: City: State: Zip:

Title/Description of Project: **Agricultural & Farmland Protection Implementation Grant**

THIS AGREEMENT INCLUDES THE FOLLOWING:	FOR AMENDMENTS CHECK THOSE THAT APPLY:	
<input checked="" type="checkbox"/> This Coversheet <input checked="" type="checkbox"/> Appendix A (Standard Clauses for all New York State Contracts) <input checked="" type="checkbox"/> Appendix B (Project Budget) <input checked="" type="checkbox"/> Appendix C (Award Letter(s) & Portion of Applicant's Proposal) <input checked="" type="checkbox"/> Appendix D (The Department's General Conditions) <input checked="" type="checkbox"/> Appendix E (Final Report Documentation Checklist) <input type="checkbox"/> Appendix F Other (Identify)	<input type="checkbox"/> Additional Work <input type="checkbox"/> Extension of Time From _____ to _____ <input type="checkbox"/> Increase Amount <input type="checkbox"/> Decrease Amount <input type="checkbox"/> Revised Budget <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Other	If Increase/Decrease in Amount: Previous Amount: \$ _____ Increase/decrease _____ New Total: \$ _____

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement.

CONTRACTOR

**NEW YORK STATE
 DEPARTMENT OF AGRICULTURE & MARKETS**

Signature of Contractor's Authorized Representative:

Signature of Authorized Official:

Date: _____

Date: _____

Typed or Printed Name of Above Representative:

Typed or Printed Name of Above Official:

William R. Steinhaus

Title of Authorized Representative:

Title of Authorized Official:

Dutchess County Executive

Notary Public: On this _____ day of _____, 20 10 before me personally appeared William R. Steinhaus, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.

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

Attorney General: Notary Public
 APPROVED FORM:

Approved: Thomas P. DiNapoli, State Comptroller
 By:
 Date:

APPROVED CONTENT:

 County Attorney

MSalomon
 Planning

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St - 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St - 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Form B.2. - Project Budget for FPIG Proposal (≤ \$29,000/A for development rights)

APPENDIX B

2008-2009 Project Budget for FPIG Proposal
 Farnland Protection Implementation Project Involving a Conservation Easement

Farm Name: Fishkill Farms
 Local Government Applicant: Dutchess County Agriculture & Farmland Protection Board
 Estimated Acres to be Permanently Protected = 271.9600
 Value of Development Rights = \$ 2,508,000
 If value is greater than \$29,000/acre, use Form B-3.

LAND COSTS	Estimated Costs ¹	State Contribution ²	Local Government			Town (in-kind)	Town (cash)	Other ⁵ (in-kind)	Other ⁵ (cash)	Sum of Funding Sources (cash) ⁶	Sum of In-Kind Contributions ⁷	Landowner Contribution ⁸	Proposed Purchase Price of Conservation Easement ⁹
			County (cash) ³	County (in-kind)	Town (in-kind)								
Value of Development Rights	\$ 2,508,000	\$ 1,881,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,881,000	\$ -	\$ 627,000	\$ 1,881,000	
TRANSACTION COSTS													
Title Insurance	\$ 8,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 2,000	\$ -	
Survey(s)	\$ 20,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 5,000	\$ -	
Appraisal	\$ 6,000	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 1,500	\$ -	
Project Partners' Staff Time ¹⁰ (e.g., contract administration, project management, outside easement expertise, etc.)	\$ 25,000	\$ 18,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,750	\$ -	\$ 6,250	\$ -	
Outside Legal Fees (if any)	\$ 3,000	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250	\$ -	\$ 750	\$ -	
Recording fees	\$ 250	\$ 188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188	\$ -	\$ 62	\$ -	
Stewardship Fee ¹¹	\$ 13,000	\$ 9,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,750	\$ -	\$ 3,250	\$ -	
Baseline Documentation Report	\$ 3,000	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250	\$ -	\$ 750	\$ -	
Other transactional cost ¹² :	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other transactional cost ¹² :	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other transactional cost ¹² :	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal =	\$ 78,250	\$ 58,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,688	\$ -	\$ 19,562	\$ -	
TOTAL PROJECT COSTS \$ 2,586,250													
Percentage of Total Project Cost from Each Contributor ¹³													
Auto Match		75.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	25.0%	25.0%	
Total Project Costs =	\$ 2,586,250	\$ 1,939,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,939,688	\$ -	\$ 646,562	\$ 646,562	
Check ¹⁶		100.0%										25.0%	
Local Match Total ¹⁴													
Percentage of Local Match that is In-Kind = 0.0%													



STATE OF NEW YORK
 DEPARTMENT OF AGRICULTURE AND MARKETS
 10B Airline Drive, Albany, New York 12235
 518-457-8876 Fax 518-457-3087
 www.agmkt.state.ny.us

David A. Paterson
 Governor

Patrick Hooker
 Commissioner

May 13, 2009

County Executive William Steinhaus
 Dutchess County
 County Office Building
 22 Market Street
 Poughkeepsie, NY 12601

Dear County Executive Steinhaus:

I am very pleased to inform you that the Department of Agriculture and Markets has awarded Dutchess County the sum of \$1,938,688 to assist the County in its farmland conservation efforts. Based upon your FY2008-2009 Agricultural and Farmland Protection Implementation Grants proposal, the Department has provided enough matching funds to purchase the development rights on Fishkill Farms.

Before State funds can be provided for the purchase of easements or development rights on this farm, it will first be necessary to develop a contract between the Department and the County. This contract must contain an agreed upon plan of work and budget. Project expenditures, which occur prior to the approval of the contract by the State Comptroller, might not be reimbursed. Therefore, we strongly advise that you not incur any expenses for which State reimbursement will be sought until the contract is approved.

The Department intends to allow Federal Farmland Protection Program (FPP) funds as a local match for this project if the following conditions are met: (1) conservation easement provisions as required by FPP shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law, and (2) the participating landowner must be granted a waiver of the 2% impervious surface limit to allow for 10% impervious surfaces in the easement area.

In order to facilitate the timely development of your contract and the completion of the project, I am requesting that you identify an authorized representative of the County with whom you would like us to work with regard to all fiscal matters associated with the contract between the County and the State. Please have that person complete and sign the enclosed Contractor's Information Checklist. Also, please identify the person with whom you would like us to work with regard to all matters associated with the conservation easement(s) that will result from this contract; that person will serve as your project manager. Please provide this information to David Behm, the Department's Farmland Protection Program Manager. He may be reached by phone at 518-485-7729, by fax at 518-457-2716 or by e-mail at david.behm@agmkt.state.ny.us.

The Department looks forward to working with you in conserving your valuable farmland resources for agricultural production purposes now and in the future.

Sincerely,

Patrick Hooker
 Commissioner

cc: Rebecca Thornton, Dutchess Land Conservancy
 Harry Baldwin, Dutchess County AFPB
 Robert & Lucinda Morgenthau, Fishkill Farms



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
10B AIRLINE DRIVE
ALBANY, NEW YORK 12235

Division of Agricultural Protection
And Development Services
518.457.2713
Fax: 518.457.2716

To: William Steinhaus, County Executive
Dutchess County

From: William Kimball, Director 
Agricultural Protection & Development Services

Date: September 2, 2009

Subject: Correction to Your Award Letter

Please be advised that the amount referenced in the Department's notification letter to you (dated May 13, 2009) regarding the recent Farmland Protection Implementation Grants (FPIG) award to Dutchess County was incorrect. As correctly noted in the Department's news release associated with those FPIG awards, the actual amount to be awarded to Dutchess County is \$1,939,688 (same as that requested in your grant application to us) for the Fishkill Farms project. We apologize for any confusion.

Your contract is currently under development and will be mailed to you in the near future for your signature.

If you have any questions regarding your award or the FPIG program, please do not hesitate to contact David Behm, Farmland Protection Program Manager, at 518-485-7729 or david.behm@agmkt.state.ny.us.

cc: Patrick Hooker, Commissioner, NYS Department of Agriculture & Markets
Lucy Roberson, Director-Fiscal Management, NYS Dept. of Agriculture & Markets
Sarah Peak, NYS Department of Agriculture & Markets
Rebecca Thornton, Dutchess Land Conservancy
Harry Baldwin, Dutchess County AFPB
Robert & Lucinda Morgenthau, Fishkill Farms

A. Applicant Information

1. Municipal Applicant

Name: Dutchess County Farmland Protection Board

Address: c/o Harry Baldwin, Chairman, 225 South Shanks Road

City: Salt Point State: NY Zip Code: 12578

2. Primary Contact Person (regarding this application)

Name: Jennifer Cherry, Director of Land Projects

Dutchess Land Conservancy

Address: 4289 Route 82

City: Millbrook State: NY Zip Code: 12545

Telephone number: (845) 677 - 3002

Fax Number: (845) 677 - 3008

E-mail Address: jenc@dutchessland.org

3. Primary Contact for the Farm Operation

Name: Lisa McGuire (Farm Market Manager)

Farm Name: Fishkill Farms

Address (of business center of farm operation): 15 Fishkill Farms Road

City: Hopewell Junction, NY 12533 State: NY Zip Code: 12533

Telephone number: (845) 897-4377 (Market Office)

E-mail Address: fishkillfarms@yahoo.com

Website www.fishkillfarms.com

4. Landowners

Name: Robert M. Morgenthau and Lucinda Franks Morgenthau

Farm Name: Fishkill Farms

Address: 64 East 86th Street

City: New York State: NY Zip Code: 10028

Telephone number: (212) 335-9813

E-mail Address: vanlindti@dany.nyc.gov

5. Conflict of Interest

Does the owner of the farm operation or any landowner listed above have a conflict of interest?

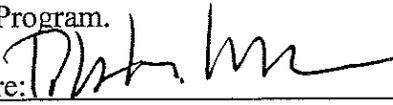
NO X

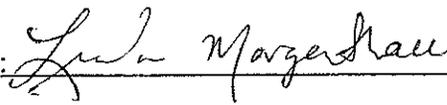
YES If so, attach one page documenting how the conflict of interest has been addressed.

6. Landowner(s) Commitment to Bargain Sale

If the project budget reflects a bargain sale donation from any participating landowner, each such landowner must sign the statement below:

If the project that includes my farm is awarded funding, I am willing to accept less than full appraised value of the conservation easement and will agree to a bargain sale such that my donation may be counted as part of the 25% local match contribution required by the New York State Farmland Protection Implementation Grants Program.

Name: Robert M. Morgenthau Signature: 

Name: Lucinda Franks Morgenthau Signature: 

Name: _____ Signature: _____

Name: _____ Signature: _____

B. Property Identification

1. Driving Directions

From Albany, take Interstate 87 south to Newburgh and take the exit for Interstate 84 East. Follow Interstate 84 East across the Newburgh-Beacon Bridge. After crossing the river proceed approximately 9.6 miles to the exit for Lime Kiln Road. From the exit ramp turn south (left) and proceed approximately 0.7 miles on Lime Kiln Road to the T-intersection with East Hook Road. Turn west (right) on East Hook Road, and proceed approximately 0.5 miles. Fishkill Farms is located on the north (right) side of the road. The entrance to the Farm is marked by a prominent sign, and the farm market is set back approximately 0.1 miles from East Hook Road.

2. Tax Parcel Identification

Tax Parcel Number	Total Acreage of Tax Parcel	Acreage of Tax Parcel Proposed for Conservation Easement
6355-00-999499	219.63	203
6355-00-812489	39.9	36.3
6455-00-040740	24.45	24.45
6455-00-098687	8.21	8.21

3. Exclusions

Approximately 20 acres of the property is excluded from the conservation easement, including 3.6 acres that is part of tax parcel 6355-00-812489 (which is jointly owned by Mr. Morgenthau and his wife, Lucinda), and 16.6 acres which is part of tax parcel 6355-00-999499.

As shown on the Tax Parcel Map (F.1.a), the exclusions are comprised of two separate areas. The first excluded area, comprising 10 acres, is located in the northwest part of the property, and includes 3.6 acres of parcel 812489 and 6 acres of parcel 999499. The Morgenthau's existing residence is located within the 3.6 acre excluded area. The Morgenthau's intend to provide their son Joshua and daughter Amy each with a home site within the excluded 6-acre area, creating the opportunity for a clustered family complex. Excluding the 3.6 acre area around the existing principal residence will not result in the loss of any land for agricultural production. The six acre excluded area does fall on statewide important soils. However, these potential building sites are effectively clustered with the existing residence, thereby minimizing disruption to the agricultural operation.

The second excluded area, located at the southeast corner of the property along Lime Kiln Road, also comprises 10 acres. Mr. Morgenthau plans to reserve the option of giving land in this area to four children from his first marriage. This excluded area is located away from the best soils on the property in an area not currently used for agricultural production. The excluded area was selected to avoid disturbing the small fields immediately to the south, which are not currently in production but which were the site of a peach orchard in the past. Due to its location away from current farm activity, this exclusion will create no impact on the farm.

C. Farmland Easement Information

1. Conservation Easement Document

Applicants **must specify** which conservation easement they intend to use in their local farmland protection implementation project:

- the Department's Standard Agricultural Conservation Easement, or
- the applicant's conservation easement document (a copy of the conservation easement document can be found in Appendix A).

2. Easement Stewardship

Name of municipality or organization that will hold the conservation easement(s):	Dutchess Land Conservancy
Name of municipality or organization, if any, that will serve as a third party with right of enforcement for the conservation easement(s):	In the past, Dutchess County has been a co-holder on other funded projects
Name of municipality or organization that will regularly monitor the conservation easement(s):	Dutchess Land Conservancy
Name of municipality or organization that will enforce and defend the conservation easement(s):	Dutchess Land Conservancy

3. Soils and Landscape Information

Please provide ALL of the following information:	Acres	Extent of Proposed Easement Area (%)
Acres to be protected (based upon either a tax parcel map or an existing legal survey) =	271.96	
# of protected acres available for crop and/or livestock production	177	65%
# of protected acres in woodlands and wetlands Do the woodlands provide a financial return to the landowner? __ No <input checked="" type="checkbox"/> Yes If "Yes," please describe how and to what extent the woodlands provide a financial return to the landowner in your response to section D, item #1 ("Nature of Farm Enterprise").	95	35%
# of protected acres in USDA Prime Soils	74	27%
# of protected acres in Soils of Statewide Significance	154	57%

1. Nature of Current Farm Enterprise

Fishkill Farms is a 292 acre farm and orchard located in southern Dutchess County. Robert Morgenthau inherited the farm from his father, Henry, in 1967. A brief overview of the farm's historical role in the Roosevelt Presidency during Henry's ownership is provided in Appendix C. The farm property includes a 6,400 square foot retail farm market, a 36 by 90 foot greenhouse, cold storage facilities, a packing shed, and a historic farmhouse occupied by the orchard manager. Robert and his wife Lucinda have their own residence away from the main farm buildings on the 39-acre parcel. Approximately 95 acres is planted in orchard crops (primarily apples, peaches, and pears), with 65 additional acres cleared for future plantings. Seventeen acres are used for irrigated vegetable production, berries, and raising free range chickens. Fishkill Farms employs six people full time, including a farm market manager, an orchard/garden manager, and a baker, and has ten part time employees in the summer.

The Fishkill Farm enterprise includes 3 principal business areas: a) retail market sales, b) a pick-your-own orchard and related wholesale of surplus fruit, and c) sale of high value crops in New York City.

a) Retail farm market sales: The farm market is the heart of the farm and includes retail space, two large walk-in coolers, a walk-in freezer, a commercial baking oven, donut machines, and other appliances for food preparation. A large covered deck provides a comfortable place to eat lunch while enjoying the farm's rural setting. The market is open year round and sells the farm's eggs, broiler chickens, fruit, and produce in season. The market kitchen is run by a Culinary Institute of America graduate, and offers a wide range of fruit pies, donuts, light lunches, and the farm's own line of homemade ice cream. The market also sells a wide variety of local and regional farm products from Hudson Valley Fresh, Ronnybrook Farm, Old Chatham Sheep Herding Company, Uphill Farm, Mountain Products Farm, and the Charlie Rowe Farm in Orange County.

b) The pick-your-own orchard, which at one time accounted for as much as 85 percent of farm sales during the fall apple season. The farm's diversification plan calls for greatly extending the pick-your-own season. This spring, working with the guidance of the Cornell Cooperative Extension's Experiment Station in Highland, the farm established 800 new trees in a 9-acre fenced block, including improved varieties of sweet cherries, nectarines, peaches, plums, and apples. They also planted blueberries, raspberries, and strawberries for pick-your-own sales. The farm intends to continue investing in new orchard plantings over the next few years as it carries out its diversification strategy. Fishkill Farms has a history dating to the 1950s of working with the Experiment Station to plant test plots and to introduce improved and experimental varieties and rootstocks, pruning techniques, and IPM pest management methods. Productive areas of the orchard yield over 300 bushels per acre. The Morgenthau's have an agreement with the Gristedes Supermarket Chain in New York for wholesale of surplus apples which are not targeted for pick-your-own harvest. As an adjunct to the orchard operation, each year the orchard manager cuts, packages, and delivers 3,000 bundles of firewood for sale to nearby parks and stores.

c) City sales of high value crops: In 2006 and 2007, Joshua Morgenthau, then 22, constructed the farm's greenhouse and initiated operations raising heirloom tomatoes, free range eggs, and broiler chickens. The farm has been producing 20 dozen eggs per day, which will increase to 45 after recently increasing the number of laying hens to 600. The farm currently slaughters 100 broilers every two weeks. It has consistently been able to sell these products at specialty prices at the Carroll Gardens greenmarket in Brooklyn, where it has had a weekly presence since 2006, and to New York City restaurants and establishments such as Eli Zabars.

Overall revenue for 2008, the first full year implementing the farm's diversification plan, is expected to be approximately \$400,000, with retail farm store sales comprising approximately 65 percent of this total, New York City sales 15 percent, and combined pick-your-own and wholesale fruit sales at 20 percent. The farm's goal is to reach \$1,000,000 in sales over the next three to five years, principally through increasing farm market sales and increasing the percent of New York City sales to 25 percent of the total. Grant funds received will be invested in the farm operation to help meet these goals.

2. Long Term Viability of Property

Fishkill Farms will continue to be a viable farm in the future for eight important reasons:

(1) *Strong family commitment:* The Morgenthau family is committed to maintaining the farm operation as a vital part of family history. Robert's 24-year old son Joshua and 17-year old daughter Amy are both highly involved in farm operations. Joshua started the farm's heirloom tomato, free range egg, and broiler operations, and initiated their presence at the Carroll Gardens greenmarket in 2006. Robert intends to transfer farm ownership to a Limited Liability Corporation initially controlled by himself, his wife Lucinda, and Joshua, who will ultimately assume full control.

(2) *Network of cooperating farms and protected open spaces:* Despite rapid growth in the Town, over 5,300 acres in East Fishkill are enrolled in Agricultural District 22 – over half of which are less than three miles from Fishkill Farms. Preserving the farm will increase the acreage of protected farmland in East Fishkill to over 900 acres, including the 400-acre Silver Ledge Farm protected as part of a state-funded PDR project in 2003. Fishkill Farms has worked closely with the nearby Jackson farm for many years, sharing farm equipment and expertise. Fishkill Farms, Shenandoah Farm, Kiyiwana Farm, and Silver Ledge Farm are connected by a 12-mile loop of local roads that permits travel from one to the other without entry onto I-84 or the Taconic State Parkway. The Farm is located in close proximity to almost 15,000 acres of protected parkland owned by the state and federal governments, including the Appalachian Trail. See F.3.a.

(3) *Access to Farm Services:* Aided by quick access to major transportation routes, Fishkill Farms has access to a wide range of farm services in Dutchess and surrounding counties. The farm currently uses Blueseal Feeds in Fishkill; Kubota Tractor in Brewster; UAP Farm Chemicals and Valley Growers Packing in Milton; Milton Alley Agway in Lagrangeville; Tractor Supply in Highland and Amenia; Crop Production Services in Amenia; Lightning Tree Farm (poultry feed) in Millbrook; and Dines Farm in Greene County, the latter for poultry slaughter and packing.

(4) *Increased customer demand for local produce:* Driven by concerns such as safety and food-borne illnesses, as well as by the desire for better, fresher tasting produce, customers increasingly want to know the source of their food, and to buy directly from farms they know and trust.

(5) *Excellent farm market location:* The farm's location at one of the Hudson Valley's major transportation crossroads at the intersection of Route 84 and the Taconic Parkway provides a tremendous advantage for selling farm products directly to the consumer. Fishkill Farms is easily accessed from Beacon, Newburgh, Danbury, and Poughkeepsie. As the southernmost farm in Dutchess County, it can be reached from much of the New York City metro area in one hour.

(6) *Efficient transport to markets in New York City:* Fishkill Farm's location is ideal for transporting farm products to greenmarkets and restaurants in New York City. The farm's convenient access gives it a competitive advantage compared with farms at much greater distances.

(7) *Excellent quality farmland:* The farm's soils are highly suited for farming and orchard operations. Eighty four percent of it's soils are prime or statewide important. The farm has excellent cold air drainage, and a variety of microclimates and slopes that support the production of a diverse variety of fruit and crops. The property has abundant on-site gravel that permits low-cost maintenance to the internal road network. The presence of high yield wells and a large pond make large-scale, orchard-wide irrigation possible on the farm.

(8) *Buffer from nearby development:* Over 7,000 feet of road frontage and 2,800 feet of frontage along the Con Edison power lines buffer the farm from nearby residences. Abutting lots north of the farm are located beyond the orchard's high point, where they are buffered by the farm's topography.

3. Buffer to a Significant Natural Public Resource

Preserving Fishkill Farms with a conservation easement will buffer and protect the quality of Wicopee and Fishkill Creeks, protect the quality of water recharge into the critical Fishkill Creek aquifer, benefit trout and other species that make their home in the Wicopee Creek, and help protect the network of swamps and fens to the east of the farm. Preserving the farm will also contribute to the protection of the viewshed from the nearby Appalachian Trail, and help to buffer other public parkland at the north end of the Hudson Highlands.

Fishkill Farms is located within the Fishkill Creek watershed, the second largest in Dutchess County, draining over 123,000 acres (including 74,000 within Dutchess County) into the Hudson River. The Fishkill Creek aquifer is the largest in the County, with over 49,000 acres classified by Dutchess County as a Zone I aquifer recharge area, including the entire Fishkill Farms property. The unprecedented level of development and population growth within the watershed over the last 30 years has led to a dramatic increase in runoff and erosion within the Fishkill Creek and its tributaries. This growth has also threatened both the quality and quantity of water contained within the aquifer system. The Fishkill Creek Management Plan emphasizes a) creating vegetated buffer areas to protect the creek and its tributaries; and b) offsetting 'withdrawals' from new development with the creation of new recharge areas. Permanently protecting open space with conservation easements contributes to both of these objectives.

Fishkill Farms contains over 2000 feet of creek frontage along the Wicopee Creek, a tributary of the Fishkill Creek. According to the Fishkill Creek Management Plan, studies have found water quality in the Putnam County portion of the Wicopee Creek to be essentially "pristine." Fishkill Farms is located at precisely the point where the clean, mountain-fed water from Putnam County reaches the gravelly land overlying the aquifer. The property contains 16 acres of DEC designated wetland HJ-57, a Class 2 forested wetland that is fed directly by Wicopee Creek.

Wicopee Creek is designated by the DEC as a Class C(T) trout stream. The Fishkill Creek Management Plan cites studies documenting the presence of "healthy brown trout and slimy sculpin populations" in the upper portion of the Creek. Fishkill Farms is an important link in the Creek's riparian corridor, connecting the Putnam highlands with the lower Fishkill plains, and providing cover and the opportunity for movement for a wide range species.

Hudsonia, Ltd of Red Hook, NY, conducted a biodiversity and habitat mapping study for the Town of East Fishkill in 2002. Hudsonia identified a series of swamps beginning in the woodlands at the east edge of the Fishkill Farms orchard, that straddle the Con Edison power lines, and extend onto the parcels to the east. As part of the complex, they also identified a series of four specific fens, the northernmost of which is located at the southeast corner of Fishkill Farms parcel 6455-00-098687. Fens are comparatively rare, calcareous, herbaceous or low shrub wetlands that are often well suited for unusual or threatened species.

Fishkill Farms is located at the northern base of the Hudson Highlands, less than a mile from the Appalachian Trail, in close proximity to almost 15,000 of acres of preserved federal and state parkland. The farm falls within the area designated for protection under the federal Highlands Conservation Act of 2004. Preserving Fishkill Farms with a conservation easement will reduce development in the viewshed of the Appalachian Trail and help to buffer the northern end of the Highlands formation, including Clarence Fahnestock State Park.

See **F.3.a:** Context Map: Protected Farmland and Space,
and **F.3.b** Context Map: Natural Resources.

4. Evidence of Development Pressure

Like much of southern Dutchess County, the Town of East Fishkill has experienced extremely high rates of development pressure over the last four decades, far exceeding that of Dutchess County as a whole. The Town's close proximity to the New York Metropolitan area and easy access to both north-south and east-west transportation corridors continue to make it an attractive target for residential development projects.

In the period from 1990 to 2000, population in Dutchess County rose from 259,462 to 280,150, an increase of 8 percent according to US Census figures. The rate of population growth in Dutchess County during this time was comparable with other fast-growing counties in the Hudson Valley, such as Ulster (7.5 percent), Rockland (8 percent), and Orange (11 percent). Dutchess grew at a higher rate than highly populated Westchester County (5.6 percent), as well as the State average of 5.5 percent. Population growth in Dutchess County has continued to dwarf its northern neighbor Columbia, which saw an increase of only 102 people (0.2 percent). During the three decades from 1970 to 2000, Dutchess County grew at an overall rate of 26 percent, compared to the four percent average for the State. Census estimates indicate that the County's population grew by an additional 12,496 people during the period 2001-2007, with the largest growth occurring in the southern half of the County.

Growth in the Town of East Fishkill has far surpassed that of Dutchess County as a whole. From 1970 to 2000, the Town's population climbed from 11,092 to 25,589, an increase of 131 percent (16 times greater than the rate of growth for the County as a whole). Since 2000, census estimates indicate the Town population increased by 3,300 people to 28,889 in 2007, an increase of 13 percent (2.7 times the rate of growth for the whole County during the same period). From 2001 to 2007 a total of 1,152 building permits were issued in East Fishkill, almost a fifth of all permits issued in all of Dutchess County. The next highest municipality, the neighboring Town of Fishkill, had 423 fewer permits for the period.

While the national and regional housing slowdown and credit crisis are likely to dampen the short term level of development pressure both locally and regionally, long term development pressure in East Fishkill is nevertheless likely to continue. The Intersection of Interstate 84 and the Taconic State Parkway is located in the heart of East Fishkill, providing quick access to the New York metro area via the Parkway. Albany, Beacon, Newburgh, and Danbury, CT are all convenient destinations via the Parkway, Interstate 84, or the Thruway. This access to the transportation network continues to make the Town an attractive location for both individuals and developers.

The following demographic tables from Dutchess County's website are attached in Section F:

F.4.1: Resident Population, New York State Governmental Units, 2007,

F.4.2: Historical Population by Municipality 1900-2000; Population Growth in Dutchess,

F.4.3: Neighboring Counties, 1940-2000, and

F.4.4: Building Permits Issued for New Residential Buildings in Dutchess County, 1998-2007.

See also Dutchess County's website:

<http://www.co.dutchess.ny.us/CountyGov/Departments/Planning/PLcensus.htm>

E. Local Commitment

1. Landowner Commitment

A letter of Commitment from the Morgenthau is attached at the end of this section.

2. Commitment of Local Partners to Farmland Protection

Letters of commitment are attached at the end of this section from the Dutchess County Agriculture and Farmland Protection Board, Dutchess Land Conservancy, and the Town of East Fishkill, together with a resolution in support of the project passed by the East Fishkill Town Board. Also attached is a letter of support from the East Fishkill Open Space Committee.

Additional letters expressing support from the community are attached in Appendix B.

3. Farmland Protection Board

A letter from the Dutchess County Agriculture and Farmland Protection Board is attached at the end of this section.

4. Project Management

Jennifer Cherry, Director of Land Projects for Dutchess Land Conservancy, will serve as the Project Manager for the contract. Jennifer is an attorney, with her Juris Doctor from Western New England College School of Law and an LLM specializing in environmental law and land conservation from the University of Denver College of Law. She is a member of the Massachusetts Bar, and has more than eight years of experience drafting conservation easements and managing publicly funded conservation easement projects. When Jennifer joined the Dutchess Land Conservancy staff in the fall of 2005, she assumed principal responsibility for drafting conservation easements on both donated and purchased conservation easements. During this time she has worked as the Project Manager for three projects that have been awarded NYS Farmland Protection Grant Program funding (Pleasant View Farm, Mead, Bos Haven Farm), as well as several additional purchase of development right projects that have been completed with municipal and county funding. Prior to working at Dutchess Land Conservancy, Jennifer was employed in the easement acquisition programs for the U.S. Fish and Wildlife Service for four years in Colorado and Alaska, and, and for the New Jersey Water Supply Authority for one year.

5. Easement Stewardship

Dutchess Land Conservancy will hold and monitor the conservation easement. A commitment letter from Dutchess Land Conservancy is attached at the end of this section.

**FISHKILL FARMS
9 FISHKILL FARM ROAD
HOPEWELL JUNCTION, NEW YORK 12533
845 897-4377**

September 10, 2008

Lucy Roberson, Director
Division of Fiscal Management, NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

Dear Ms. Roberson:

I am applying to the Department of Agriculture and Markets for funding to purchase the development rights on our 292 acre farm in the Town of East Fishkill in Dutchess County New York. I am working with the Dutchess County Farmland Protection Board and Dutchess Land Conservancy to preserve Fishkill Farms as a working farm.

My family has had a long commitment to farming in the Hudson Valley. Fishkill Farms has been in my family, operating continuously since my father, Henry Morgenthau, just two years out of Cornell School of Agriculture, started it in 1914.

My father was devoted to the advancement of agriculture. Before taking public office, in 1933, he became publisher of the American Agriculturist, which was based in Poughkeepsie and a prominent farm newspaper. This was the golden age of agriculture and Henry became a leader among the farmers of the Hudson Valley. He visited their farms and advised them on their crops, helping them grow good fresh home-grown food so different from the "plastic" fruits and vegetables produced by the large and distant factory farms of today. He became Chairman of Governor Franklin D. Roosevelt's Agricultural Advisory Commission and then New York State Commissioner of Conservation. After FDR was elected President, my father became the head off the Farm Credit Administration, an amalgam of federal farm lending agencies., taking Dean Meyers of Cornell with him as his deputy. In 1934, my father became Secretary of the Treasury. President and Mrs. Roosevelt were close friends of the family and visited Fishkill Farms many times.

The children and grandchildren of many of those farmers have approached me, telling stories about how my father loaned them money and saved their family farms while he was head of the Farm Credit Administration.

I grew up on the farm, raised chickens, sold eggs at our farm stand as a boy, and took over responsibility for the business in the late 1950s. When my father passed away in 1967, I inherited the 292-acre historic core of the farm. Like my father, I have combined farming with public service. I was United States Attorney for the Southern District of New York, which covers Manhattan, Bronx, Westchester, Dutchess, Rockland, Orange and Ulster, and then went on to become District Attorney, an office I have held for the last thirty years.

As much as I have been committed to these offices, I have to say that I have never lost my interest in farming. I have enjoyed working with the experiment station in Geneva, New York and its substation in Highland, New York, testing plantings for them, and trying their new root stocks. Following the advice of senior researchers over the years has been invaluable to the farm.

Our farm store has been located at its current site since 1970. We welcome thousands of visitors to our farm store and orchards each year, including regulars from Fishkill and nearby towns, as well as visitors from New York City and beyond.

In the beginning, we sold our apples out of a barn but, starting in 1970, I built the present farm market. We also sold apples wholesale and had a substantial Pick Ur Own operation.

Now, there has been a rebirth of local agriculture with interest in fresh local farm produce increasing every year. I have tried to both carry on the traditions of my father and diversify and energize the farm with the newest methods of integrated pest management and organically-grown vegetables and fruit.

This year, I have continued the inter-generational commitment of Fishkill Farms by bringing my 24-year-old son Joshua into the farm operations. It is a father-son enterprise and eventually, Josh will take over management of the farm. He loves the farm as much as I do, striding through the rows of trees, examining the progress of the growth of our many varieties.

He has not only learned the business, but begun new ventures such as growing heirloom tomatoes and greens and raising free range chickens for both broiler meat and eggs and selling at the Greenmarket to further the outlets for our produce. These chickens are truly free-range. Many of the larger farms claim to raise such chickens but let them out of their coops for only a very short time each day, giving them chemical-laden food. Our chickens, however, spend all day ranging around our pastures, eating grass and organic grain. People have told us that they feel they are tasting real flavorful chicken meat and eggs, as it used to be in days past.

We have been running our farm in a business-like way. The chicken and egg production is a great financial success and has helped the farm become viable. Also profitable are our long-running orchards. Our Pick-Ur-Own operation brings a great number of people each fall who love the crisp juicy varieties we grow so much better than those in the supermarket.

Moreover, we have set up the fruit operation so that we have fresh fruit all summer with cherries, plums, blueberries, peaches and black raspberries, for instance, coming out at different times throughout the season. This also has proven to make our farm market popular and self-sustaining. Joshua has also begun expanding the outlets for our produce, by selling to restaurants and vegetable markets.

Even our 17-year-old Amy is being groomed to help run the farm. She has bottled cider, made donuts, and cared for the chickens. In the fall, she plans to go to a college in Vermont with a working farm where she can study agriculture.

With the widespread development of the land in the the Hudson Highlands, our farm and orchards are one of the few islands of green. People love to come to Fishkill Farms, see our chickens, sit on our deck, eat our produce and gaze down at the rolling acres of fruit trees, or wander unsupervised through the orchards. It is one of the major sources of recreation for the local population and a particularly healthful and wholesome one.

As well as having intensely diversified this year, we continue to make the old favorites: donuts, a great seller, as well as fruit pies and our own line of home-made ice cream

In addition, we offer local Hudson Valley products in order to remain an authentic farm market and carry on the tradition of supporting our brethren in the Valley. We sell Uphill Farm beef, Ronnybrook Farm milk and butter, sweet corn from Orange County, and many others.

Next year, we plan to move further into sustainable agriculture, and follow the trend of producing organic vegetables started by those who know the public has a greater understanding of the healthful aspects of small farms and the public service they provide. We intend to bring down the spray we use in our fruit orchards, for instance, to the lowest possible levels. Already this year, we have moved in that direction, using the product Surround, a clay-based powder spray, which reduces the chemicals in pesticides and fungicides by twenty per cent.

I am strongly committed to selling our land's development rights and to keeping it operating as a farm. I am hopeful that both the Town of East Fishkill and Dutchess County will contribute to the project, but I am willing to meet the full 25 percent match as a bargain sale if necessary. My intention is to transfer ownership of the farm to an LLC controlled jointly by myself, my wife Lucinda, and Joshua. Selling our development rights will help us make this transfer smoothly, give use funds to further invest in the farm, and help us to serve the public and keep Fishkill Farms in our family for many years to come.

Thank you very much for your consideration.

Sincerely,



Robert M. Morgenthau

Lucinda Franks Morgenthau

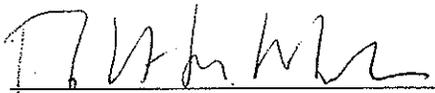
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Date:

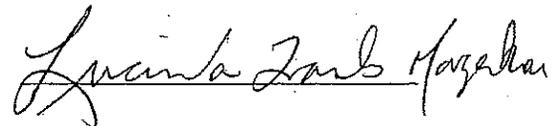
Mr. Harry Baldwin, Chairman
Dutchess County Farmland Protection Board
25 South Shanks Road
Clinton Corners, NY 12578

Dear Mr. Baldwin,

I am writing formally to express interest in selling the development rights on my property for the purpose of protecting it as farmland. I understand that by selling my development rights, I will be granting a perpetual conservation easement on my property, restricting or limiting any future non-farm development in order to preserve farmland for the future. It is my expressed intention to grant such an easement in exchange for fair and reasonable payment of monies by the Board. In applying for this program, I understand money I receive for selling my development rights is potentially taxable by federal and state governments as a capital gain. I further understand that the Farmland Protection Board is dependent on funding grants administered by state and other agencies, and that such funding may not be available for several years. As part of the application, I am willing to donate up to 25 percent of the cost of buying our farm's development rights as a bargain sale. Our bargain sale donation would constitute the project's local match in the event the Board is unable to secure a funding match from other local sources.



Signature (applicant)



Signature (co-applicant)

Name Printed (applicant)

ROBERT M. MORGENTHAN

Date

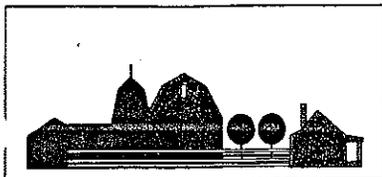
7/11

Name Printed (co-applicant)

Lucinda Franks Morgenthan

Date

July 11, 2008



**Agriculture and
Farmland
Protection
Board of Dutchess
County**

Harry Baldwin
Chairman
845/266-5378

Art Collings
Vice Chairman
Dutchess Land Conservancy
845/677-3002 Ext. 100

Peter Coon
Coon Brothers Partnership

Dave Fraleigh
Rose Hill Farm

Joann Knapp
Crosswinds Equestrian Center

Thomas T. "Doc" Sanford,
Macintosh Farm

Margaret G. Fettes
DC Soil & Water
Conservation District

Gary Cooper
DC Legislator

Robert Weybright
Cornell Cooperative Extension

Kathy Myers
DC Real Property Tax
Service Director

Roger Akeley
DC Commissioner of
Planning and Development

September 10, 2008

Ms. Lucy Roberson, Director
Division of Fiscal Management
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

Dear Ms. Roberson:

Attached are five copies of the Dutchess County Agriculture and Farmland Protection Board's application to the Department of Agriculture and Markets for funding to purchase the development rights on Fishkill Farms in the Town of East Fishkill.

Fishkill Farms, 292 acres, has been operated by the Morgenthau family for almost 100 years as an orchard and general crop farm. Robert M. Morgenthau, his wife Lucinda, and their children Joshua and Amy, are committed to maintaining Fishkill Farms as a viable enterprise that delivers fresh farm products directly to consumers throughout the region. The farm is highly suitable to orchard production, with excellent cold air drainage and 84 percent of its soils classified as prime or statewide important farmland. The farm market and orchard are extremely popular destinations, hosting thousands of visitors each year from around the Hudson Valley.

Traveling to and from the New York City area, Fishkill Farms is one of the quickest and easiest farms to reach in Dutchess County. This convenient access is a tangible asset for both attracting retail customers and for transporting farm product to New York City's high-value markets. In addition, the farm has a unique connection to the history of farming in New York and to the history and legacy of Franklin D. Roosevelt's Presidency.

The landowners have agreed to meet the full 25 percent required match as a bargain sale. We also anticipate applying both to Dutchess County's program and to the Town of East Fishkill to meet part of the local match.

The State Farmland Protection Implementation Grants Program has been vital to preserving farmland in Dutchess County, with awards granted to date for preserving almost 1,500 acres of working farmland. Fishkill Farms is part of a core of active farms, including the 400-acre Silver Ledge Farm owned by Elton Bailey, protected by an agricultural easement funded by the Department of Agriculture and Markets in 1999. Awarding this grant request will represent not just the preservation of this individual farm, but also a key further step to ensure the preservation of a critical mass of working farmland in the Town of East Fishkill.

Thank you very much for your consideration. Please let me know if you have any questions.

Sincerely,

Harry W. Baldwin
Chairman



DUTCHESS LAND CONSERVANCY

Preserving Open Land in Dutchess County

4289 Route 82
Millbrook, New York 12545

www.dutchessland.org
(845) 677-3002
Fax 677-3008

Officers and Directors

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Timothy M. Bontecou

Vice Chairman

Rebecca Seaman

Secretary/Treasurer

Allan P. Shope

Kathleen V. Augustine
Steven Benardete
Hannah F. Buchan
Everett R. Cook, II
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Thomas M. Flexner
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Nancy N. Hathaway
Thomas W. Keesee
Brad Kendall
Richard A. Kimball, Jr.
Marta Nottebohm
Katherine C. Regan
Eric D. Rosenfeld
Molly Schaefer
David R. Teter
Oakleigh Thorne
Olivia van Melle Kamp
Ralph Weindling
Ross Williams

Chairmen Emeritus

Leslie B. Barclay, 1985-87
Olivia Brereton-Hall, 1987-88
Charles P. Shaw, 1988-90
Farnham F. Collins, 1990-92
Nancy N. Hathaway, 1992-97
Richard A. Kimball, Jr. 1997-05

Advisory Committee

Gayle Bontecou
Theodora S. Budnik
Russell L. Carson
David C. Clapp
Farnham F. Collins
Wendy C. Curtis
Willem de Vogel
Hamilton W. Meserve
Dorothy W. Sprague
Peter Tcherepnine
Oakleigh B. Thorne
Donald G. Tober

President

Rebecca E.C. Thornton

September 12, 2008

Ms. Lucy Roberson, Director
Division of Fiscal Management
NYS Department of Agriculture and Markets
10B Airline Drive
Albany, NY 12235

Dear Ms. Roberson:

Dutchess Land Conservancy (DLC) strongly supports the application by the Dutchess County Agriculture and Farmland Protection Board for funding to purchase the development rights on the 292-acre Fishkill Farms property in the Town of East Fishkill. DLC has a longstanding relationship with both Dutchess County and the Farmland Protection Board, and is committed to accepting the conservation easement on Fishkill Farms and assuming the responsibility for stewarding the easement in perpetuity.

Fishkill Farms is a highly viable orchard and farm, with 228 acres of prime and statewide important farmland soils and a longstanding farm market that receives thousands of visitors each year. Despite its location in one of the fastest growing communities in the Hudson Valley, Fishkill Farms is part of a core area of nearby farms, and is located in close proximity to over 600 acres that have already been preserved with DLC conservation easements, including the 400-acre Bailey Farm protected with funding from the Department of Agriculture and Markets in 2003. Protecting Fishkill Farms represents an important step to establishing a critical mass of preserved farmland in the Town of East Fishkill. Fishkill Farms is located at the northern edge of the Hudson Highlands, in view of the Appalachian Trail, and in close proximity to almost 15,000 acres of state and federal parkland.

DLC is a 501 (c) (3) charitable organization, founded in 1985 to preserve the County's farmland, rural character, and natural resources. DLC holds over 300 conservation easements on more than 29,000 acres, the majority of which is farmland. DLC holds easements on 1,324 acres throughout the County that were purchased with public funds from New York State, Dutchess County, and the Towns of North East, Red Hook, and Union Vale. DLC has a full-time staff of eight, and is organizationally and financially committed to the responsibility of overseeing perpetual conservation easements.

Thank you very much for your consideration.

Sincerely,

Rebecca E. C. Thornton
President





Town of East Fishkill

Dutchess County, New York

330 Route 376, Hopewell Junction, New York 12533

Telephone 845-221-4303

John L. Hickman, Jr.
Town Supervisor

September 9, 2008

Lucy Roberson, Director
Division of Fiscal Management
NYS Dept. of Agriculture and Markets
10B Airline Drive
Albany, New York 12235

RE: Fishkill Farms application for conservation easement

Dear Ms. Roberson,

On August 28, 2008, the East Fishkill Town Board unanimously passed a Resolution supporting the application of Robert Morgenthau to place Fishkill Farms in a conservation easement.

This administration has a commitment to preserve the natural heritage of our Town (please note that our Town seal is a farm along a country road) and I cannot stress how important the preservation of Fishkill Farms is to us in our efforts. Although we have created an Open Space Preservation Committee, due to the present state of the economy, we feel that a referendum for a bond to preserve open space would be better received next year. That being said, the East Fishkill Town Board is ready to participate in this endeavour to the extent possible in our current budget.

As a native, growing up less than a mile away from the farm, I can tell you that Fishkill Farms has always been a wonderful asset to the community (I wish that my Grandfather and Uncle had placed their farms in conservation easements, instead they became Toll Brother developments). Fishkill Farms also has historical significance; at the opening of the farm market this year, Bob Morgenthau showed vintage footage of F.D.R. and Winston Churchill meeting at the farm after World War Two. In fact, I remember my Father telling me that on a few occasions in the late thirties he had seen F.D.R. in his big grey Cadillac coming through Wiccoppee to see Robert Morgenthau Sr. (they were good friends back then).

I can state, unequivocally, the East Fishkill Town Board's support for Robert Morgenthau's application to place his Fishkill Farms in a conservation easement. If approved, this action will protect a beautiful working farm and preserve a rich historic heritage. If you have any questions, I may be reached at (845) 221-4303. Thank you

Respectfully,

John L. Hickman Jr., Supervisor
Town of east Fishkill

RESOLUTION 129/08

(IN SUPPORT OF THE FISHKILL FARMS CONSERVATION EASEMENT)

WHEREAS, the Town's Supervisor has advised the Board that the owners of Fishkill Farms are considering granting a conservation easement over much of their property to preserve the rustic beauty of the property and preserve it for farm use; and

WHEREAS, the Town Board is fully supportive and encourages the grant of said easement;

NOW, THEREFORE, BE IT RESOLVED, that the Town Supervisor and Town Clerk be and hereby are authorized to circulate a copy of this resolution supporting the concept of a conservation easement on Fishkill Farms to all appropriate officials, agency representatives and owners; and

BE IT FURTHER RESOLVED, that all officials and staff of the Town be and hereby are authorized to cooperate fully in any way in order to obtain a conservation easement of the property of Fishkill Farms; and

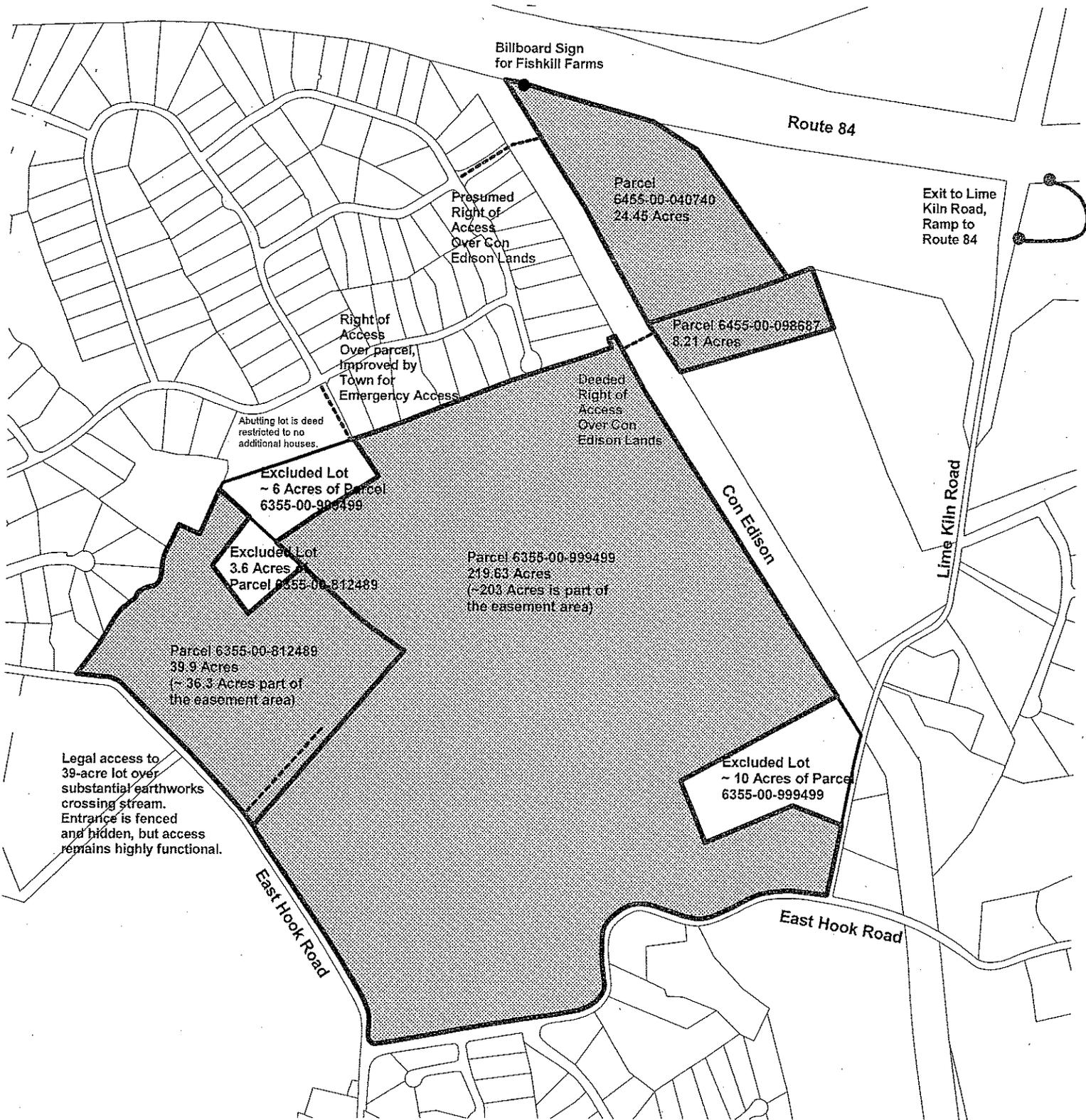
BE IT FURTHER RESOLVED, that the Town Board commends the owner of Fishkill Farms for their efforts in attempting to establish a conservation easement over said property.

**BY ORDER OF THE TOWN BOARD
CAROL HURRAY, TOWN CLERK**

**DATED: AUGUST 28, 2008
EAST FISHKILL, NY**

I, Carol A. Hurray, Town Clerk of the Town of East Fishkill, hereby certify the foregoing to be a true and correct copy of a Town Board Resolution record on file in my office, Town of East Fishkill. Dated this 9 day of September 2008.





Fishkill Farms

East Hook and Lime Kiln Roads
 Town of East Fishkill, Dutchess County, NY
 September 7, 2008

400 0 400 800 Feet



F.1.a Tax Parcel Map

-  Proposed Conservation Easement Area
-  Tax Parcel Boundaries

Source: Digital Tax Parcel Data From
 Dutchess County Department of
 Real Property Tax Services, October 2007.

This site plan is acceptable to the listed parties to serve as the basis for the proposed conservation easement in conjunction with purchasing the development rights on Fishkill Farms.

Fishkill Farms

Robert M. Morgenthau

Lucinda Franks Morgenthau

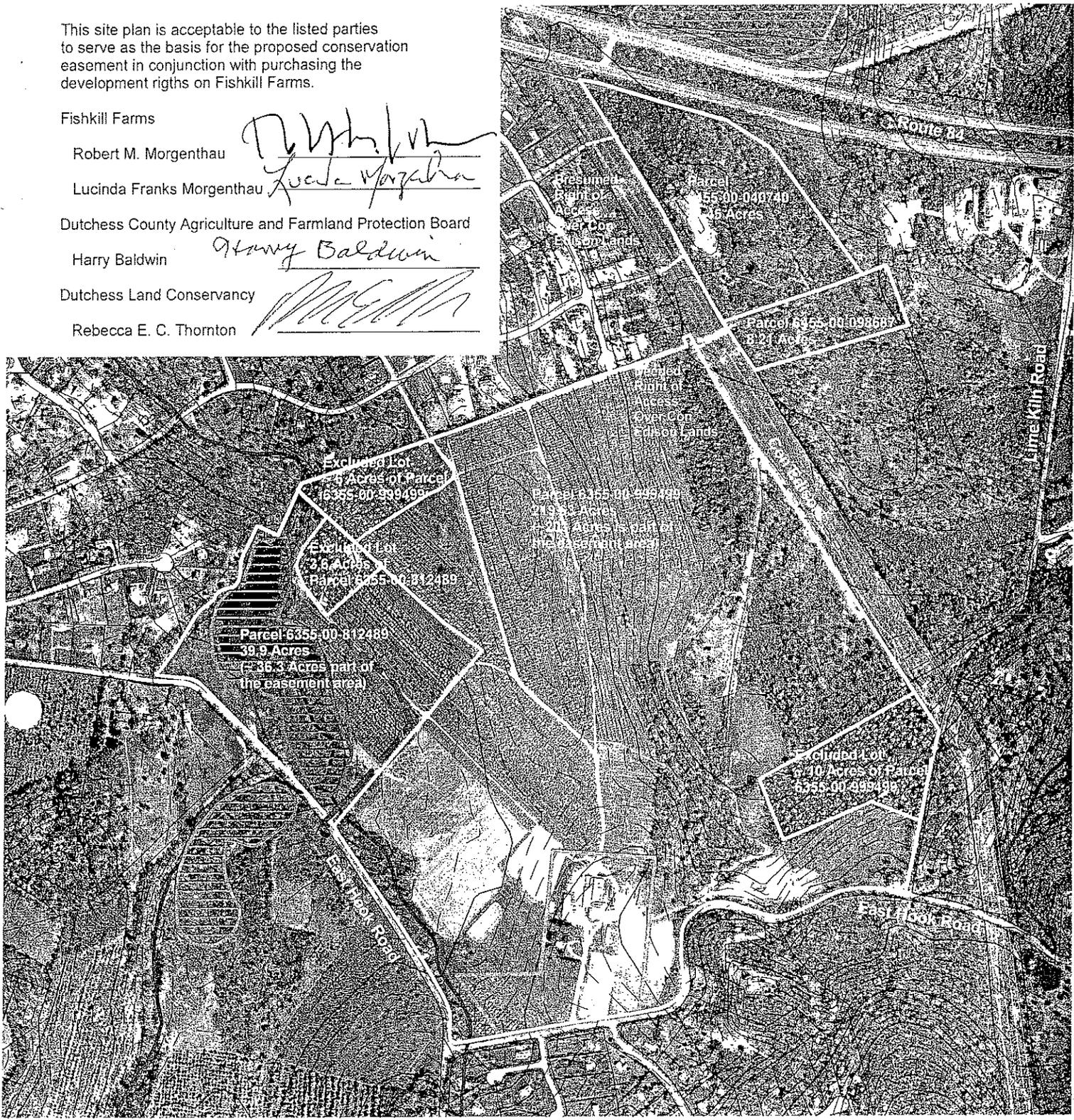
Dutchess County Agriculture and Farmland Protection Board

Harry Baldwin

Dutchess Land Conservancy

Rebecca E. C. Thornton

[Handwritten signatures]
Robert M. Morgenthau
Lucinda Franks Morgenthau
Harry Baldwin
Rebecca E. C. Thornton



Fishkill Farms

East Hook and Lime Kiln Roads
 Town of East Fishkill, Dutchess County, NY
 September 7, 2008

400 0 400 800 Feet



F1 Site Plan

- Property Boundary
- Excluded from Conservation Easement (20 Acres)
- Proposed Farmstead Complex
- DEC Wetlands
- Access To Excluded Lots
- 50 Foot Contours
- 10 Foot Contours

Source: Digital Tax Parcel Data From Dutchess County Department of Real Property Tax Services October 2007 Digital Ortho Image from May 2000 by Sanborn Mapping for Dutchess County Department of Real Property Tax Services. (Accuracy of original data Pixel Size 7.5 inches. Horizontal Accuracy 3.25 feet)

**Easement Area
Prime Soils**

CuA	3.2
CuB	11.6
CwA	5.8
GsB	21.6
SkB	31.7

Excluded

Prime Soils	1.3 Acres
Statewide Soils	10.3 Acres

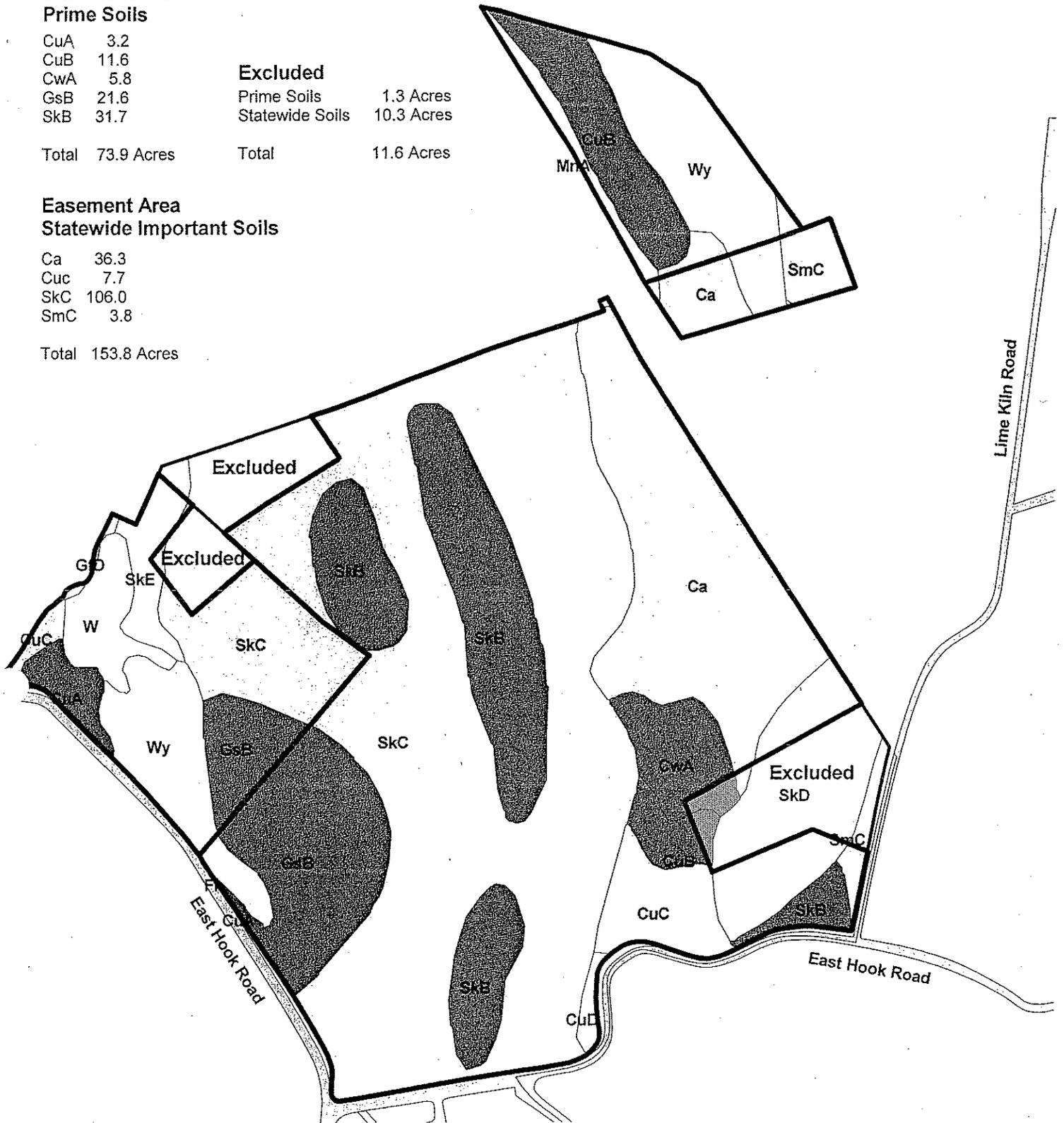
Total 73.9 Acres

Total 11.6 Acres

**Easement Area
Statewide Important Soils**

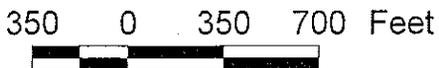
Ca	36.3
Cuc	7.7
SkC	106.0
SmC	3.8

Total 153.8 Acres



Fishkill Farms

East Hook and Lime Kiln Roads
Town of East Fishkill, Dutchess County, NY
September 7, 2008



F.2 Soil Survey Map

- Proposed Easement Area
- Prime Soils (easement)
- Statewide Important Soils (easement)
- Prime Soils (Excluded)
- Statewide Important Soils (Excluded)

Source: Dutchess County Soil Survey Digitized as provided to Dutchess Land Conservancy by The Dutchess County Soil and Water Conservation District.

APPENDIX D

GENERAL CONDITIONS FOR AGRICULTURAL AND FARMLAND PROTECTION IMPLEMENTATION AGREEMENTS

New York State Department of Agriculture and Markets

These general conditions apply to the administrative aspects of the Grant Agreement and reflect New York State's contract recordkeeping and payment procedures. These general conditions cannot be changed.

PAYMENT

Advance Payment

Upon approval of this Agreement by the State Comptroller, the **Contractor** may submit a payment request (Standard Voucher) for an advance payment on each project funded under this Agreement equal to twenty-five percent (25%) of the total amount, as set forth in the project budget(s) annexed as Appendix B of this Agreement, of the following administrative (*i.e.* transactional) costs:

- title search (*i.e.* title report);
- legal survey;
- appraisal;
- environmental assessment of the subject property(ies), if deemed necessary;
- outside easement expertise; and/or
- outside legal expertise.

Partial Disbursement

In lieu of receiving an advance payment as set forth above, the **Contractor** may submit a payment request for partial disbursement of any or all of the administrative (*i.e.* transactional) costs identified above that have been incurred by the **Contractor** or a project partner, other than the participating landowner(s), during the course of completion of the project(s) funded under this Agreement.

Any partial disbursement request must be accompanied by the following supporting documents:

1. a Standard Voucher requesting payment for up to 75% of the costs incurred;
2. a project budget identifying those administrative (*i.e.* transactional) costs (as identified above) that have been incurred; and
3. invoice(s) or paid receipt(s) for services that have been received.

The **Contractor** is not eligible to receive a partial disbursement of costs incurred for a project if they have received an advance payment for that project as set forth above. The **Department** will only allow one partial disbursement of costs per project funded under this Agreement.

Final Payment

Final payment of state funds shall be made to the **Contractor** upon the submission of a Standard Voucher, and the following supporting documents:

1. a fully executed purchase agreement (even if development rights will be fully donated);
2. a Form B–Project Budget for Disbursement to represent the actual total costs of the farmland protection implementation project as well as the local matching contribution and the state funding requested;
3. a title insurance commitment for a policy to insure the conservation easement interest indicating an amount of coverage at least equal to the State’s financial contribution toward the total project costs of the conservation easement transaction for the subject farm – provided that all title curatives required by the Department have been previously approved by the Department prior to disbursement of the State’s financial contribution;
4. an appraisal by a New York State Certified General Real Estate Appraiser;
5. a legal survey (including corresponding legal description), which has been prepared by a licensed surveyor, of the proposed conservation easement area for the subject farm;
6. an approved conservation easement or deed of development rights;
7. a draft baseline documentation report of the proposed conservation easement area for the subject farm which describes the condition of the property and an inventory of all man-made structures and improvements that will be present at the time when the conservation easement is conveyed;
8. a monitoring plan;
9. any agreement between the municipality and another to hold or maintain the interest in the real property, if applicable; and
10. a signed waiver, if applicable, pursuant to Section 305(4) of the Agriculture and Markets Law.

The **Contractor** shall submit all requests for payment, reports and supporting documents to the following address: NYS Department of Agriculture and Markets, Division of Fiscal Management, 10B Airline Drive, Albany, NY 12235. Invoices, standard vouchers and any reports will not be considered received by the **Department** and any interest which may be due the **Contractor**

will not begin to accrue until they have been received by the Division of Fiscal Management.

Payment to the **Contractor** under this Agreement shall not be made unless the Contractor shall have submitted to the **Department** a written payment request together with such information as required by the Agreement. Payment shall not be due until the 60th calendar day after receipt of the payment request, where contract funds have been appropriated and made available to the **Department**.

Upon examination of the **Contractor's** payment request and supporting material, the **Department** may, in its sole discretion, modify or adjust the amount requested to reflect contract funds expended as of the date of the request. Subsequent to its review and approval of the payment request, the **Department** will transmit the request to the Comptroller for payment.

The total payment made under this Agreement will not exceed the **Contractor's** actual costs and expenses arising from the completion of the work under this Agreement. Any partial disbursement made under this Agreement shall be reconciled with the final disbursement(s) made for each project associated with this Agreement.

TITLE

The **Contractor** shall ensure that the title to the lands or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, the **Contractor** shall ensure that such encumbrance shall not interfere with the agricultural and farmland protection purpose for which the interest therein is being acquired. The **Contractor** shall provide a title policy and title insurance, at a minimum, for the State's share of the interest in real property being obtained.

EASEMENT REQUIREMENTS

The **Contractor** shall require that all easements or other interests in land acquired under this agreement:

1. run with the land in perpetuity;
2. prevent the land from being converted to non-agricultural uses; and
3. require that all amendments to the approved easement be authorized by the **Department**.

APPROVED AGREEMENTS AND MONITORING PLANS

The Contractor shall submit the proposed agreements to purchase development rights or to obtain a conservation easement, the monitoring plan and any sub-agreement to hold or maintain the interest in real property at least

sixty (60) days prior to the planned submission of the payment request for that transaction. The **Contractor** and the **Department** shall negotiate the terms and conditions of such agreements and monitoring plans, when necessary. The **Department** shall advise the **Contractor** in writing when the agreements and monitoring plans have been approved. No funds available under this Agreement shall be disbursed until the **Contractor's** agreements and monitoring plan have been approved by the **Department**.

COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The **Contractor** is responsible for complying with all local, state and federal laws applicable to the work performed under this Agreement.

PAYMENT CONTINGENCY

Funds for payment under this Agreement are provided to the **Department** through appropriations from the New York State Legislature. These appropriations are made on a fiscal year basis. New York's fiscal year begins on April 1 of each calendar year and ends on March 31 of the following calendar year. Funds for payment under this Agreement were appropriated to the **Department** during the **2008-2009** fiscal year and were reappropriated during the **2009-2010** fiscal year. Payment for work under this Agreement which is completed by the **Contractor** after the **2009-2010** fiscal year is subject to appropriation or reappropriation of funds by the Legislature in each subsequent fiscal year.

FINANCIAL LIMIT

The financial limit of State appropriated funds under this Agreement shall not exceed the amount indicated on the latest executed version of the signature page of this Agreement and the **Department** shall not be obligated to make any payment to the **Contractor** in excess of that amount.

CONTRACT EXPENDITURES

Expenditures under this Agreement shall conform to the budget annexed as Appendix B, provided however, that the **Contractor** may vary budget amounts by not more than ten percent (10%) within each specific budget category. Any budget variance in excess of ten percent (10%) shall be made only upon the prior written approval of the **Department** and the Comptroller of the State of New York. This paragraph does not apply to budget amounts of one thousand dollars (\$1,000.00) or less.

NON-DUPLICATION OF PAYMENTS

The payments received by the **Contractor** under this Agreement shall not duplicate payments received from any other source for the work performed under this Agreement. In the event of such duplication, the **Contractor** shall remit to the **Department** the amount which duplicated payment received from other sources.

SUBCONTRACTS

Any subcontracts under this Agreement shall be in writing and shall clearly describe the goods or services to be provided and the total cost of such goods or services. Subcontracts for services only shall separately state the rate of compensation on a per-hour or per-day basis.

FINAL REPORT

Not later than ninety (90) days from completion of the work under this Agreement, the **Contractor** shall file with the **Department** a final report that includes the documentation set forth in Appendix E of this Agreement.

RECORDS MAINTENANCE, EXAMINATION AND RETENTION

The **Contractor** shall maintain records and accounts in specific detail to identify all contract funds received and expended under this Agreement. The **Contractor** shall maintain a daily written record which contains the name(s) of the officer(s) and employee(s) providing services under this Agreement and the amount of time expended upon such services.

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

INDEMNIFICATION

The **Contractor** agrees to indemnify and hold harmless the State of New York and the Department from all liability incurred by the **Department** for bodily injury and personal property damages resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** promptly notifies the **Contractor** of any such claim and affords the **Contractor** an opportunity to defend such claim and cooperates fully with the **Contractor** in the defense of any claims.

NON-SECTARIAN PURPOSE

The **Contractor** shall not expend funds received under this Agreement for any purposes other than for performance of the work under this Agreement, and hereby represents that no contract funds shall be expended directly or indirectly for any private or sectarian purpose.

CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT

Neither the **Contractor**, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

DEVIATION FROM WORK

The **Contractor** shall perform the work under this Agreement as set forth in the application attached as Appendix C. Any substantial deviation from the application shall require the prior written approval of the **Department**.

TERMINATION

The Department may terminate this Agreement for convenience upon giving thirty (30) days written notice to the other party. Upon receipt of such notice from the **Department**, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) day's written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the Contractor's control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

MODIFICATION

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor** and approved by the Attorney General and Comptroller of the State of New York.

NECESSARY SIGNATURES

If the financial limit under this Agreement exceeds Fifty Thousand Dollars (\$50,000) this Agreement shall not be binding and effective upon the **Department** unless and until approved by the Attorney General and the Comptroller of the State of New York.

APPENDIX E

FINAL REPORT DOCUMENTATION CHECKLIST

The **Contractor** shall provide the **Department** with a copy of each of the following documents within ninety (90) days following the closing of the conservation easement transaction(s):

- A closing statement for each conservation easement transaction.
- All closing checks associated with each conservation easement transaction.
- The final title insurance policy issued for each conservation easement.
- Any subordination agreements and any mortgage discharge statements that were required by the Department for each conservation easement.
- A fully executed stewardship agreement and any other agreement between applicant and easement holder if not the same entity (if applicable).
- A recorded conservation easement (or deed of development rights, or equivalent document).
- Final baseline documentation report (including all attachments thereto and as signed by landowner) for each conservation easement.
- Combined Real Estate Transfer Tax Return (form TP-584) as filed for each conservation easement.
- Easement holder's letter to the NYS Department of Environmental Conservation pursuant to Section 49-0305(4) of the Environmental Conservation Law.
- A statement of any problems encountered during the contract period which may have affected the completion of the plan of work.
- A letter from easement holder to the Department indicating the approximate date(s) of the first monitoring site visit for each conservation easement.

Roll call vote on the foregoing Resolution No. 2010176 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010177

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY FOR GRANT TO PARTIALLY FUND PURCHASE OF ADJOINING PROPERTIES BY THE YOUNG-MORSE HISTORIC SITE FOR USE AS A PUBLIC PARK DEVOTED TO OPEN SPACE AND PASSIVE RECREATIONAL USES.

Legislators ROLISON, FLESLAND, BOLNER, BORCHERT, HORN, HORTON, INCORONATO, MICCIO, and ROMAN offer the following and move its adoption:

WHEREAS, Dutchess County Resolution No. 2010132 authorized a public hearing to consider a recommendation of the Dutchess County Planning Board (Resolution No. 04/06) for an award of \$150,000.00 in grant funds through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program to the Young-Morse Historic Site ("Young-Morse") to partially fund its fee purchase of properties located at 2711 South Road (7.2 acres, Grid No.: 6161-03-020050) and 334 South Road (21.22 acres, Grid No. 6061-04-901110), Town of Poughkeepsie, Dutchess County, New York to be used as a public park devoted to open space and passive recreational uses, and

WHEREAS, in conjunction with the award and as grant conditions: (a) the Town of Poughkeepsie and New York State through the Environmental Protection Act and the New York State Department of Parks, Recreation and Historic Preservation (Parks) shall provide grants of \$150,000.00 and \$350,000.00, respectively, towards the purchase; and (b) Young Morse shall convey a conservation easement on the properties to Parks, limiting their use to a public park devoted to open space and passive recreational uses; and (c) the Town of Poughkeepsie and County of Dutchess shall have third party enforcement rights and the right to share pro-rata in the proceeds which may become available if the easement is ever extinguished, and

WHEREAS, pursuant to Resolution 2010133, Part 1 of a Full Environmental Assessment Form was circulated with Notice of Intent to serve as lead agency, and

WHEREAS, 6 NYCRR 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, the Town of Poughkeepsie has consented to Dutchess County assuming lead agency status, and Parks has previously and separately satisfied its SEQRA obligation with respect to its funding role in the project, and

WHEREAS, it is the purpose of this Resolution to formalize and establish Dutchess County as the lead agency, which will undertake and coordinate this project pursuant to the New York State Environmental Quality Review Act, now, therefore, be it

RESOLVED, Dutchess County hereby assumes lead agency status with respect to authorization of a grant(s) to partially fund the purchase by Young-Morse of approximately 30 acres of land adjoining its Town of Poughkeepsie, New York site which properties shall be subject to a conservation easement to be held by Parks limiting their use to a public park devoted to open space and passive recreational uses with the Town of Poughkeepsie and County of Dutchess holding third party enforcement rights and the right to share pro-rata in the proceeds which may become available if the easement is ever extinguished.

CA-102-10
ADR/kvh
G-1413, 6/3/2010 12:23 PM
Fiscal Impact: See attached statement

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

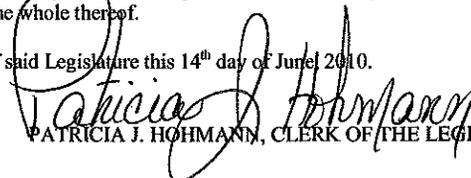
Date 6/17, 2010

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 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, 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:

SEQR review involves no fiscal impacts.

Prepared by: Noela Hooper, Senior Planner, Department of Planning and Development

Roll call vote on the foregoing Resolution No. 2010177 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010178

RE: ADOPTION OF NEGATIVE DECLARATION FOR GRANT TO PARTIALLY FUND PURCHASE OF ADJOINING PROPERTIES BY THE YOUNG MORSE HISTORIC SITE FOR USE AS A PUBLIC PARK DEVOTED TO OPEN SPACE AND PASSIVE RECREATIONAL USES

Legislators ROLISON, FLESLAND, BOLNER, BORCHERT, HORN, HORTON, INCORONATO, MICCIO, and ROMAN offer the following and move its adoption:

WHEREAS, Dutchess County Resolution No. 2010132 authorized a public hearing to consider a recommendation of the Dutchess County Planning Board (Resolution No. 04/06) for an award of \$150,000.00 in grant funds through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program to the Young-Morse Historic Site ("Young-Morse") to partially fund its fee purchase of properties located at 2711 South Road (7.2 acres, Grid No.: 6161-03-020050) and 334 South Road (21.22 acres, Grid No. 6061-04-901110), Town of Poughkeepsie, Dutchess County, New York to be used as a public park devoted to open space and passive recreational uses, and

WHEREAS, in conjunction with the award and as grant conditions: (a) the Town of Poughkeepsie and New York State through the Environmental Protection Act and the New York State Department of Parks, Recreation and Historic Preservation (Parks) shall provide grants of \$150,000.00 and \$350,000.00, respectively, towards the purchase; and (b) Young Morse shall convey a conservation easement on the properties to Parks limiting their use to a public park devoted to open space and passive recreational uses; and (c) the Town of Poughkeepsie and County of Dutchess shall have third party enforcement rights and the right to share pro-rata in the proceeds which may become available if the easement is ever extinguished, and

WHEREAS, approval of such constitutes an action subject to the New York State Environmental Quality Review Act, and

WHEREAS, Dutchess County has been designated lead agency from among the involved agencies and has the responsibility to make a determination of significance; and

WHEREAS, the Dutchess County Planning Department, has concluded after consideration of the Full Environmental Assessment Form that the proposed project: (1) is an Unlisted Action pursuant to Article VIII of the New York State Environmental Quality Review Act, and Part 617 NYCRR (SEQR) and (2) will not have a significant adverse affect on the environment, and

WHEREAS, it is it is the purpose of this Legislature in adopting this Resolution to adopt and confirm those findings, and

WHEREAS, a true copy of the Full Environmental Assessment Form (EAF), and the Negative Declaration reflecting the finding of non-significance are annexed hereto and made a part hereof, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the full EAF and Negative Declaration concluding that a grant(s) to partially fund the purchase by Young-Morse of approximately 30 acres of land adjoining its Town of Poughkeepsie, New York site, which properties shall be subject to a conservation easement to be held by Parks limiting their use to a public park devoted to open space and passive recreational uses with the Town of Poughkeepsie and County of Dutchess holding third party enforcement rights and the right to share pro-rata in the proceeds which may become available if the easement is ever extinguished, shall not have a significant adverse effect on the environment.

CA-103-10
ADR/kvhG-1413
6/3/2010 12:52 PM
Fiscal Impact: See attached statement

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

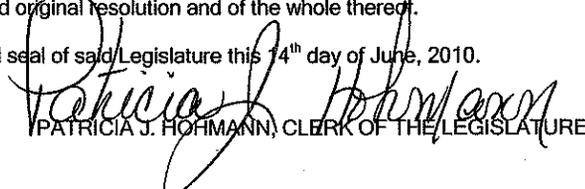
Date 6/17, 2010

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 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, 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:

SEQR review involves no fiscal impacts.

Prepared by: Noela Hooper, Senior Planner, Department of Planning and Development

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

Part 1

Part 2

Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a **negative declaration will be prepared.**
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Partial Funding, Locust Grove Open Space Acquisition

Name of Action

Dutchess County

Name of Lead Agency

M. Kealy Salomon

Commissioner of Planning

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer



Signature of Responsible Officer in Lead Agency



Signature of Preparer (if different from responsible officer)

4/16/10

Date

ENVIRONMENTAL ASSESSMENT FORM (EAF)

PART 1 - PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

NAME OF ACTION <u>Locust Grove Open Space Acquisition Project</u>			
LOCATION OF ACTION (include Street Address, Municipality and County) <u>2683 South Road, Poughkeepsie, Dutchess County</u>			
NAME OF APPLICANT/SPONSOR <u>Young-Morse Historic Site (Locust Grove)</u>		BUSINESS TELEPHONE <u>(845) 454-4500</u>	
ADDRESS <u>2683 South Road, Poughkeepsie, NY 12601</u>			
CITY/PO <u>Town of Poughkeepsie</u>		STATE <u>NY</u>	ZIP CODE <u>12601</u>
NAME OF OWNER (if different) <u>Same</u>		BUSINESS TELEPHONE <u>(845) 454-4500</u>	
ADDRESS			
CITY/PO		STATE	ZIP CODE
DESCRIPTION OF ACTION <u>Acquisition of adjoining open space to protect from development and open to public for passive recreational use of restored historic carriage roads.</u>			

Please Complete Each Question— Indicate N.A. if not applicable

A. Site Description

Physical setting of overall project, both developed and undeveloped areas.

1. Present land use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other _____

2. Total acreage of project area: 29.2 acres.

APPROXIMATE ACREAGE

Meadow or Brushland (Non-agricultural)

Forested

Agricultural (Includes orchards, cropland, pasture, etc.)

Wetland (Freshwater or tidal as per Articles 24, 25 of ECL)

Water Surface Area

Unvegetated (Rock, earth or fill)

Roads, buildings and other paved surfaces

Other (Indicate type) _____

	PRESENTLY	AFTER COMPLETION
	<u>2</u> acres	<u>2</u> acres
	<u>26.45</u> acres	<u>26.45</u> acres
	_____ acres	_____ acres
	<u>0.5</u> acres	<u>0.5</u> acres
	_____ acres	_____ acres
	_____ acres	_____ acres
	<u>0.25</u> acres	<u>0.25</u> acres
	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? Glacial fill
- a. Soil drainage: Well drained 100 % of site Moderately well drained _____ % of site
 Poorly drained _____ % of site
- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres. (See 1 NYCRR 370).
4. Are there bedrock outcroppings on project site? Yes No
- a. What is depth to bedrock? 0-25 (in feet)

- i. Approximate percentage of proposed project site with slopes: 0-10% 90 % 10-15% _____ %
 15% or greater 10 %
- ii. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or the National Registers of Historic Places? Yes No
- iii. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No
- iv. What is the depth of the water table? 0-25 (in feet)
- v. Is site located over a primary, principal, or sole source aquifer? Yes No
- vi. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No
- vii. Does project site contain any species of plant or animal life that is identified as threatened or endangered?
 Yes No According to _____
 Identify each species _____
- viii. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations)
 Yes No Describe Rock outcrops, bluffs over Hudson River
- ix. Is the project site presently used by the community or neighborhood as an open space or recreation area?
 Yes No If yes, explain _____
- x. Does the present site include scenic views known to be important to the community?
 Yes No
- xi. Streams within or contiguous to project area:
 a. Name of Stream and name of River to which it is tributary Unnamed stream tributary to Hudson River
- xii. Lakes, ponds, wetland areas within or contiguous to project area:
 a. Name Unnamed wetland area b. Size (In acres) 0.5
- xiii. Is the site served by existing public utilities? Yes No
 a) If Yes, does sufficient capacity exist to allow connection? Yes No
 b) If Yes, will improvements be necessary to allow connection? Yes No
- xiv. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
- xv. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? Yes No
- xvi. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

Project Description

Physical dimensions and scale of project (fill in dimensions as appropriate)

- a. Total contiguous acreage owned or controlled by project sponsor 29.2 acres. (to be acquired).
- b. Project acreage to be developed: 0 acres initially; 0 acres ultimately.
- c. Project acreage to remain undeveloped 29.2 acres.
- d. Length of project, in miles: NA (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed NA %;
- f. Number of off-street parking spaces existing 4 (existing); proposed _____
- g. Maximum vehicular trips generated per hour _____ (upon completion of project)?
- h. If residential: Number and type of housing units:
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|---------------------|------------|-----------------|-------------|
| Initially | <u>2 (existing)</u> | _____ | _____ | _____ |
| Ultimately | <u>2</u> | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure NA height; _____ width; _____ length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? 1200 ft.

2. How much natural material (i.e., rock, earth, etc.) will be removed from the site? 0 tons/cubic yards
3. Will disturbed areas be reclaimed? Yes No N/A
- a. If yes, for what intended purpose is the site being reclaimed? _____
- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 0 acres.
5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?
 Yes No
6. If single phase project: Anticipated period of construction 0 months, (including demolition).
7. If multi-phased:
- a. Total number of phases anticipated _____ (number).
- b. Anticipated date of commencement phase 1 _____ month _____ year, (including demolition).
- c. Approximate completion date of final phase _____ month _____ year.
- d. Is phase 1 functionally dependent on subsequent phases? Yes No
8. Will blasting occur during construction? Yes No
9. Number of jobs generated: during construction 0; after project is complete 1
10. Number of jobs eliminated by this project 0.
11. Will project require relocation of any projects or facilities? Yes No If yes, explain _____
12. Is surface liquid waste disposal involved? Yes No
- a. If yes, indicate type of waste (sewage, industrial, etc.) and amount _____
- b. Name of water body into which effluent will be discharged _____
13. Is subsurface liquid waste disposal involved? Yes No Type _____
14. Will surface area of an existing water body increase or decrease by proposal? Yes No
Explain _____
15. Is project or any portion of project located in a 100 year flood plain? Yes No
16. Will the project generate solid waste? Yes No
- a. If yes, what is the amount per month _____ tons
- b. If yes, will an existing solid waste facility be used? Yes No
- c. If yes, give name _____; location _____
- d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No
- e. If Yes, explain _____
17. Will the project involve the disposal of solid waste? Yes No
- a. If yes, what is the anticipated rate of disposal? _____ tons/month.
- b. If yes, what is the anticipated site life? _____ years.
18. Will project use herbicides or pesticides? Yes No
19. Will project routinely produce odors (more than one hour per day)? Yes No
20. Will project produce operating noise exceeding the local ambient noise levels? Yes No
21. Will project result in an increase in energy use? Yes No
If yes, indicate type(s) _____
22. If water supply is from wells, indicate pumping capacity NA gallons/minute.
23. Total anticipated water usage per day NA gallons/day.
24. Does project involve Local, State or Federal funding? Yes No
If Yes, explain Application for Acquisition funds from New York State's Environmental Protection Fund has been submitted

25. Approvals Required:

	Type	Submittal Date
City, Town, Village Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
City, Town, Village Planning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
City, Town Zoning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
City, County Health Department	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
Other Local Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
Other Regional Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
State Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____
Federal Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____

26. Zoning and Planning Information

Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

zoning amendment zoning variance special use permit subdivision site plan

new/revision of master plan resource management plan other _____

What is the zoning classification(s) of the site? R-20

What is the maximum potential development of the site if developed as permitted by the present zoning?
Up to 22 1/2-acre residential lots

What is the proposed zoning of the site? NO change proposed

What is the maximum potential development of the site if developed as permitted by the proposed zoning?
NA

Is the proposed action consistent with the recommended uses in adopted local land use plans? Yes No

What are the predominant land use(s) and zoning classifications within a 1/4 mile radius of proposed action?
Residential (R-20, R-15 Single Family and R-M multi-family residence)

Is the proposed action compatible with adjoining/surrounding land uses within a 1/4 mile? Yes No

If the proposed action is the subdivision of land, how many lots are proposed? NA

a. What is the minimum lot size proposed? _____

Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)? Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic? Yes No

Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Raymond Armater, Young-Morse Historic Site (Coastal Hwy) Date 6/30/2005

Nature Raymond Armater Title Executive Director

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

ENVIRONMENTAL REVIEW FORM
Title 9 of the Environmental Protection Act of 1993
Applications Sponsored by Not-for-Profit Organizations

PROJECT NAME: Locust Grove Open Space Acquisition Project

PROJECT SPONSOR: Young-Morse Historic Site

INSTRUCTIONS: For all project sponsored by not-for-profit organizations, OPRHP will serve as lead agency for the purposes of complying with the State Environmental Quality Review Act (SEQR). This form as been designed to help the agency identify the type and extent of SEQR review required. Please complete Part A and Part B.

If you check any of the items in Part B, your project is probably not subject to SEQR and no further information is required at this time. Please SIGN AND DATE in the space provided at the end of the form and include this with your application. If you have not checked any of the items in Part B, then continue on and complete Part C.

PART A. - ENVIRONMENTAL REVIEW COORDINATION

DOES THE PROJECT REQUIRE A PERMIT APPROVAL OR FUNDING FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE, OR LOCAL)?

NO IF Yes, list agency(s) and permit/approvals.

PART B. - IS THE PROJECT SUBJECT TO SEQR?

Part 617 of the Environmental Conservation Law (the rules and regulations implementing SEQR) identifies certain types of projects or actions not subject to SEQR review. These are called Exempt and Type II. The list of Exempt and Type II activities under SEQR has been reviewed by OPRHP and a determination made as to which are more likely to apply to EPF grant projects.

PLEASE REVIEW THE FOLLOWING LIST AND CHECK ANY WHICH APPLY TO YOUR PROJECT:

- The project is maintenance or repair involving no substantial changes to an existing structure or facility.
- The project is replacement of a facility in-kind on the same site.
- The project is the repair or construction of a minor accessory structure, such as sheds or fencing, not changing land use or density.
- The project is maintenance of existing landscaping or natural growth.
- The project involves information and data collection, surveys or other studies.

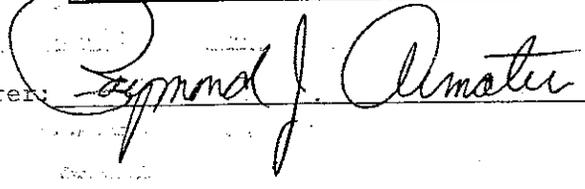
If your project is not Exempt or Type II, it is subject to environmental review. This preliminary assessment of environmental impacts, along with other parts of the application, will be used by OPRPH staff in determining the type and extent of environmental review. For any adverse effects identified, discuss mitigation measures which will be incorporated into the project design. Applicants are encouraged to provide sufficient detail on all relevant adverse effects and their mitigation. Use additional pages as necessary.

1. Effects on existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems?
Explain briefly:
2. Effects on aesthetic, agricultural, archaeological, historic or other natural or cultural resources; or community or neighborhood character?
Explain briefly:
3. Effects on vegetation or fauna, fish, shellfish, or wildlife species, significant habitats, or threatened or endangered species?
Explain briefly:
4. Effects on a community's existing plans or goals as officially adopted, or a change in use of land or other natural resources? Explain briefly.
5. Effects on growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly.
6. Effects on long term, short term, cumulative, or other effects not identified in 1-5 (including changes in use of either quantity or type of energy)? Explain briefly.
7. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?

YES NO If Yes, explain briefly:

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE:

Applicant/Sponsor Name: Young-Morse Historic Site Date: 6/28/2005

Signature of Preparer: 

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable?** The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box (column 1 or 2) to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

	1	2		3
	Small to Moderate Impact	Potential Large Impact		Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO YES

Examples that would apply to column 2

- | | | | | | |
|--|--------------------------|--------------------------|--|--|--|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3	
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change	

5. Will Proposed Action affect surface or groundwater quality or quantity?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| <ul style="list-style-type: none"> • Proposed Action will require a discharge permit. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Construction or operation causing any contamination of a water supply system: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will adversely affect groundwater. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action would use water in excess of 20,000 gallons per day. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will allow residential uses in areas without water and/or sewer services. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change | |
|---|-------------------------------------|-----------------------------------|--|-----------------------------|
| • Removal of any portion of a critical or significant wildlife habitat. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Application of pesticide or herbicide more than twice a year, other than for agricultural purposes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

- NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

- NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction activity would excavate or compact the soil profile of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

NO YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Proposed action will prevent negative impacts of development on historic site.

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1	2	3	
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

• Other impacts:

Proposed action will prevent impacts on significant historic, cultural, and recreational site.

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • A major reduction of an open space important to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Proposed action will enhance and secure public access to a significant historic, cultural, and recreational site.

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

NO YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action to locate within the CEA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quality of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

1	2	3	
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change	

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?

NO YES

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| <ul style="list-style-type: none"> • Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**IMPACT ON GROWTH AND CHARACTER
OF COMMUNITY OR NEIGHBORHOOD**

19. Will Proposed Action affect the character of the existing community?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| <ul style="list-style-type: none"> • The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will conflict with officially adopted plans or goals. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will cause a change in the density of land use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <ul style="list-style-type: none"> • Development will create a demand for additional community services (e.g. schools, police and fire, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Proposed action will enhance and help secure a significant community asset.

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?
 NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Reasons Supporting This Determination:

(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

The Locust Grove campus and Samuel Morse Historic Site form the southernmost anchor of the Hudson River Historic District that extends from the Town of Poughkeepsie in Dutchess County to Clermont, in Columbia County. The District is identified in Directions, the Plan for Dutchess County, and Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities as a key historic and open space resource. The Locust Grove Samuel Morse Historic Site is also identified in the Town of Poughkeepsie Comprehensive Plan as a significant open space resource.

Locust Grove and the Samuel Morse Historic Site are located in a densely settled area on the Route 9 corridor just south of the City of Poughkeepsie, an area under significant development pressure regardless of economic conditions. The proposed conservation easement approved by the NYS Department of Parks, Recreation, and Historic Preservation supercedes an earlier easement on the larger of the two parcels that would have permitted development between the Poughkeepsie Rural Cemetery and the existing Locust Grove campus; the second parcel is located in a residential zoning district directly off Route 9.

The Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program was conceived as "...an opportunity to leverage County dollars in partnership with established private and public funding" (DCL Resolution No. 201276). The Locust Grove Open Space Acquisition Project includes a broad spectrum of funding sources that will have contributed approximately ninety percent (90%) of the total purchase price of the two parcels; Dutchess County's \$150,000 matching grant represents a 10.2 percent investment in a \$1,465,000

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of publication in the ENB)

For Further Information:

Contact Person: Noela Hooper, Department of Planning and Development

Address: 27 High Street, Poughkeepsie, New York 12601

Telephone Number: 845 486-3600

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer, Town / City / Village of Town of Poughkeepsie

Other involved agencies (If any)

NYS Department of Parks, Recreation, and Historic Preservation

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

Roll call vote on the foregoing Resolution No. 2010178 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010179

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT
TO PARTIALLY FUND PURCHASE OF ADJOINING PROPERTIES
BY THE YOUNG-MORSE HISTORIC SITE FOR USE AS A PUBLIC PARK
DEVOTED TO PASSIVE RECREATIONAL USES

LEGISLATORS ROLISON, FLESLAND, BOLNER, BORCHERT, HORN,
HORTON, INCORONATO, MICCIO, and ROMAN offers the following and moves its adoption:

WHEREAS, Dutchess County Resolution No. 201132 authorized a public hearing to consider a recommendation of the Dutchess County Planning Board (Resolution No. 04/06) for an award of \$150,000.00 in grant funds through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program (Program) to the Young-Morse Historic Site (Young-Morse) to partially fund its fee purchase of properties located at 2711 South Road (7.2 acres, Grid No.: 6161-03-020050) and 334 South Road (21.22 acres, Grid No. 6061-04-901110), Town of Poughkeepsie, Dutchess County, New York to be used as a public park devoted to open space and passive recreational uses, and

WHEREAS, Young-Morse purchased those properties, which adjoin its 150 acre National Historic Landmark Estate and Wildlife Sanctuary, in 2006 and 2007 for \$1,465,000.00 after applying for and receiving several grants to partially fund their purchase, and

WHEREAS, these properties are within the Hudson River Valley Greenway, the Hudson River Valley National Heritage Area and the view-shed of the Esopus/Llyod Scenic Area of Statewide Significance, and will expand and greatly enhance the green belt extending from the southern border of Young-Morse to the northern border of the Poughkeepsie Rural Cemetery and from their western borders proximate to the Hudson River, to their eastern borders proximate to Route 9, and,

WHEREAS, Young-Morse has contributed \$190,000.00 toward the purchase of the properties; the Scenic Hudson Land Trust - \$350,000.00; the McCann Foundation - \$150,000.00; New York State additional funds- \$100,000.00; and Benjamin Moore, Inc., - \$25,000.00 for a total of \$815,000.00 toward the of \$1,465,000.00 purchase price, and

WHEREAS, the \$150,000.00 County Grant is contingent upon a \$150,000.00 matching grant from the Town of Poughkeepsie and a \$350,000.00 grant (EPFG no. 540580) from New York State through the Environmental Protection Act and the New York State Department of Parks, Recreation and Historic Preservation (Parks), and

WHEREAS, in consideration of these grants, Young-Morse through the conveyance of a conservation easement on these properties to Parks shall preserve them as open space and construct, develop, preserve and operate a park thereon for use by the general public for passive recreational uses, and

WHEREAS, in consideration of their contributions, the Town of Poughkeepsie and County of Dutchess shall have third party enforcement rights in that easement and the right to share pro-rata in the proceeds which may become available if the easement is ever extinguished, and

WHEREAS, appraisals prepared by L.T. Bookhout, Inc., and Hubbell Realty Services, Inc., and on file with the Legislature support the purchase prices of the properties; now therefore be it further,

RESOLVED, the Dutchess County Executive is authorized to execute the Grant Agreement attached hereto, and be it further

RESOLVED, that the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program to complete the acquisition contemplated hereunder including changes to the Grant Agreement and Easement consistent with general program purposes, and be it further

RESOLVED, to provide for the above referenced expenses, the Commissioner of Finance, is hereby authorized, empowered and directed to amend the 2009 Adopted County Budget as follows:

APPROPRIATIONS

Increase

H0400.8020.3006.7002 Locust Grove Land Acquisition Project \$150,000.00

Decrease

H0400.8020.3006 Open Space \$150,000.00

\$0.00

CA-104-10
ADR/kvh/G-1413
6/3/10
Fiscal Impact: See attached statement

APPROVED



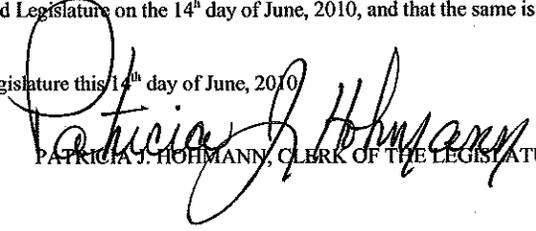
WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 6/17, 2010

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 150,000

Total Current Year Revenue \$ 150,000
and Source

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

Identify Line Items(s):
H0400.8020.3005.7002

Related Expenses: Amount \$ 0
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$150,000
Over Five Years: \$150,000

Additional Comments/Explanation:

The total cost of the Locust Grove acquisition is \$1,465,000. Funding sources include: State of New York \$350,000; Scenic Hudson Land Trust, \$350,000; Locust Grove, \$190,000; McCann Foundation \$150,000; additional funds from New York State, \$100,000; Benjamin Moore, Inc., \$25,000; Town of Poughkeepsie, \$150,000; and Dutchess County, \$150,000.

The source of County funds is a bond approved by the Legislature to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program.

Prepared by: Noela Hooper, Senior Planner, Department of Planning and Development

GRANT AGREEMENT

THIS AGREEMENT, made this day of , 2010, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "COUNTY"), the **TOWN OF POUGHKEEPSIE**, a municipal corporation with offices at 1 Overocker Road, Poughkeepsie, New York 12603 (the "TOWN"), and **YOUNG-MORSE HISTORIC SITE, INC.**, a not-for-profit corporation with offices at 2683 South Road, Poughkeepsie, New York 12601 (the "Owner").

WITNESSETH:

WHEREAS, the Owner owns properties consisting of approximately thirty (30) acres located at 2711 South Road (7.2 acres, Grid No.: 6161-03-020050) and 334 South Road (21.22 acres, Grid No. 6061-04-901110), Town of Poughkeepsie, Dutchess County, New York, and desires to convey a conservation easement thereon (the "Protected Property") to the New York State Office of Parks, Recreation and Historic Preservation ("Parks") which would restrict the Protected Property to open space to be used as a public park devoted to passive recreational uses, and

WHEREAS, the Owner purchased the Protected Property, which adjoins its 150 acre National Historic Landmark Estate and Wildlife Sanctuary, in 2006 and 2007 for \$1,465,000.00 after applying for and receiving several grants to partially fund their purchase, and

WHEREAS, the County and Town will each contribute \$150,000 to partially fund the Owner's acquisition of the Protected Property and the parties anticipate Parks will contribute \$350,000 for the same purpose, and

WHEREAS, the Owner and Town acknowledge the Town has previously paid the Owner \$15,000.00 towards its \$150,000.00 contribution for acquisition of the Protected Property; and

WHEREAS, as part of the County grant award process, the Owner will convey a conservation easement on the Protected Property to Parks for purposes as set forth herein which will provide, among other things, that the County and Town shall hold third party enforcement rights and share proportionately in the proceeds available if the conservation easement is ever extinguished, and

WHEREAS, the Protected Property is within the Hudson River Valley Greenway, the Hudson River Valley National Heritage Area, and the view-shed of the Esopus/Lloyd Scenic Area of Statewide Significance and will expand and greatly enhance the green belt which extends from the southern border of the Owner's site to the northern border of the Poughkeepsie

Rural Cemetery and from their western borders proximate to the Hudson River to their eastern borders proximate to NYS Route 9, and

WHEREAS, the Owner is a not-for-profit education corporation chartered by the New York State Board of Regents whose authority and purposes include the acquisition of real property for the conservation of the natural environment, and

WHEREAS, pursuant to Article 49 of the Environmental Conservation Law of the State of New York Parks, the County and the Town are authorized to hold conservation easements, and

WHEREAS, the parties have been advised that New York State has awarded the Owner a Grant under the provisions of the Environmental Protection Act in connection with EPF Grant Number 540580 for the acquisition of the Protected Property; and

WHEREAS, the Owner with the granting of this conservation easement is confirming its commitment to develop, maintain, operate and provide for the public's use and enjoyment a park project as defined in 9 NYCRR 439.2m and 441.4b; and is agreeing to construct, develop, preserve and operate a park on the Protected Property as required in 9 NYCRR 441.4b; now, therefore, the parties agree as follows:

1. **ACQUISITION OF PROPERTY.** The Owner acquired the Protected Property in fee simple in 2006 and 2007 for \$1,465,000.00 after applying for and receiving several grants to partially fund the purchase.

2. **CONVEYANCE OF CONSERVATION EASEMENT.** The Owner, promptly after execution of this Grant Agreement, as the parties may mutually agree, shall convey to Parks a conservation easement for the Protected Property substantially as set forth on Exhibit "A" attached hereto and as further provided by Dutchess County Resolution No. _____.

3. **PAYMENTS.** At the closing, subject to the contingencies set forth in Section 6 below, the parties anticipate Parks through an Environmental Protection Fund Grant shall pay the Owner \$350,000.00; the County shall pay the Owner \$150,000.00; and the Town shall pay the Owner \$135,000.00 which is in addition to the \$15,000.00 it paid to the Owner on or about _____, and

4. **CLOSING.** The closing shall take place at the Dutchess County Attorney's Office, at 22 Market Street, 5th Floor, Poughkeepsie, New York at such time as the parties mutually agree, promptly after funds are made available or otherwise confirmed therefore, from Parks, the Town, and the County on behalf of the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program.

5. **CLOSING COSTS.** Each party shall pay their own related closing costs except as otherwise provided below:

- (a) The Owner at its expense shall obtain title insurance for the conservation easement which shall provide coverage for the Town, County and Parks as their interests may appear.
- (b) The Owner at its expense shall provide the County, Town and Parks with a survey of the Protected Property certified to the County, Town and Parks, or in the alternative, survey information in such form and substance as the parties may mutually agree upon.
- (c) The Owner at its expense shall provide the County, Town and Parks with a base line data report as provided in the Conservation Easement (Exhibit A).

6. **CONTINGENCIES.** This Agreement, and the closing are subject to the following contingencies:

- (a) Conveyance of a conservation easement (Exhibit "A"), with title, satisfactory to and insurable by a generally recognized title insurance company, licensed in New York State subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not affect marketability of title and subject to the Dutchess Land Conservancy Conservation Easement dated May 2, 1989, on the 22 acre parcel (Grid No. 6061-04-901110).
- (b) The Property shall be free of all mortgages and encumbrances of any nature whatsoever or they will be subordinated to the conservation easement to the satisfaction of Parks, Town, and the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program.
- (c) Conditions precedent to the obligation of the County and Town to provide grant funds are:
 - i. Grant agreement (EPF Grant Number 540580) by and between the Owner and Parks and/or the New York State Environmental Protection Fund (the "Fund") by which Parks/Fund agrees to provide a \$350,000.00 grant upon conveyance of the conservation easement (Exhibit "A") to Parks, and
 - ii. Payment of the \$350,000.00 by Parks/Fund to the Owner or as directed by the Owner for conveyance of the conservation easement (Exhibit "A").
 - iii. Payment by both the County and Town of their matching share grants of \$150,000.00 each, less the \$15,000.00 which has been previously been paid by the Town.

7. **CANCELLATION.** If any of the contingencies set forth in Section 6 are not satisfied, or if the parties have not successfully closed this matter by December 31, 2010, any of

the parties may cancel this Agreement on written notice to the others and neither party will have any claim or cause of action against the other arising out of this Agreement, and any monies paid by the County and Town shall be refunded to the County and Town respectively.

8. OWNER'S REPRESENTATIONS. Owner represents that it has, and will have at the closing, the power, and if applicable, corporate authorization, to convey the conservation easement to Parks with third party enforcement rights to the Town and County and that the Owner is not aware of any actions or proceedings which affect Owner's title to the property and that there are no uncured notices which have been served upon Owner by any governmental agency, notifying Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property. Owner has not entered into, or does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property.

Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Town or the County under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, Owner shall immediately so advise the Town and County in writing. Except in so far as Owner has advised the parties to the contrary, each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

9. NO BROKERS COMMISSION. Each of the parties' represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

10. SEVERABILITY. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not effected thereby.

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

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

By: _____
William R. Steinhaus, County Executive

APPROVED AS TO CONTENT:

TOWN OF POUGHKEEPSIE

Commissioner of Planning & Development

By: _____
Patricia Myers, Supervisor

YOUNG-MORSE HISTORIC SITE

By: _____
Print: _____
Title: _____

EXHIBIT "A"

TO CONSERVATION EASEMENT

DESCRIPTION OF PROTECTED PROPERTY

(TO BE ATTACHED)

EPF 540580
Open Space Acquisition at Locust Grove
The Young-Morse Historic Site.

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT, made this _____ day of 200__ between YOUNG-MORSE HISTORIC SITE, INC., a not-for-profit corporation, with offices at 2683 South Road, Poughkeepsie, New York 12601 ("Grantor"), and THE PEOPLE OF THE STATE OF NEW YORK, acting by and through their COMMISSIONER OF PARKS, RECREATION AND HISTORIC PRESERVATION, having an address at Empire State Plaza, Agency Building One, Albany, New York 12238 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee of two parcels of real property (the "Protected Property") described in Exhibit "A" attached hereto and incorporated by reference:

The Protected Property consists of two parcels, one parcel consisting of 7.2 +/- acres with a cottage, and the second parcel consisting of 22 +/- acres with a garage, gatehouse and stable, located on Route 9 in the Town of Poughkeepsie, Dutchess County, New York.

WHEREAS, the Grantor acquired title by deed granted by P and L South Road, Inc., dated August 25, 2006 and recorded on August 29, 2006, as Document No. 02-2006-7050, and by deed granted by the Poughkeepsie Rural Cemetery dated February 28, 2007 and recorded on April 4, 2007, as Document No. 02-2007-2404; and

WHEREAS, the Dutchess Land Conservancy is the grantee of a conservation easement (the "DLC Easement") dated May 2, 1989 from John B. Kinkead, Robert T.H. Davidson, and United States Trust Company of New York, as executors of the Estate of Elise H. Kinkead, on the 22 acre parcel, Grid No. 6061-04-901110, which provides for its "limited development," allowing for future development with a total maximum impervious surface coverage of 30,000 square feet, of which 12,000 square feet may be used for new structures, and an additional 18,000 square feet of impervious surface coverage may be allocated to roads, parking, existing structures, and other impervious surfaces; and

WHEREAS, the Protected Property possesses significant recreational, scenic, and open space features and values that are worthy of protection in perpetuity; and

WHEREAS, the State of New York, the Grantee, has awarded the Grantor a grant under the provisions of the Environmental Protection Act in connection with EPF Grant No. 540580 for the acquisition of the Protected Property; and

WHEREAS, the Dutchess County Open Space Matching Grant Program (“County”) and the Town of Poughkeepsie (“Town”) have made contributions to help fund the purchase of a fee interest in the Property by the Young-Morse Historic Site, and

WHEREAS, Grantor is, as of the date hereof, with the granting of this Conservation Easement, confirming its commitment to develop, maintain, operate and provide for the public’s use and enjoyment a PARK PROJECT as defined in 9 NYCRR 439.2m and 441.4b; and is agreeing to construct, develop, preserve and operate a park on the Protected Property as required in 9 NYCRR 441.4b; and

WHEREAS, the Protected Property will be used as a public park for passive recreation purposes which will include facilities to allow its enjoyment as a passive park among other amenities; and

WHEREAS, Grantor is a not-for-profit education corporation chartered by the New York State Board of Regents, whose authority and purposes include the acquisition of real property for the conservation of the natural environment; and

WHEREAS, Grantor has agreed to place restrictions on the Protected Property as part of its transaction with Grantee, while retaining the use of the Protected Property as a public park as defined above; and

WHEREAS, the State of New York has enacted Article 49, Title 3 of the Environmental Conservation Law (as the same may be amended, “Article 49”) to provide for the limitation and restriction of development, management and use of real property by Conservation Easement;

NOW, THEREFORE, in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained and other good and valuable consideration, Grantor does hereby grant and convey to Grantee, its successors and assigns forever, a Conservation Easement pursuant to Article 49, in perpetuity consisting of the terms, covenants and obligations on Grantor’s part to be observed and performed and Grantee’s rights to monitor and enforce same, all as hereinafter set forth, over and across the Protected Property (the “Easement”).

1. Purpose. The purpose of this Easement is to grant to Grantee certain rights to restrict the use and development of the Protected Property to protect in perpetuity the use of the Protected Property for the purpose of passive public recreational use by the general public, as defined herein, and through such protection, enhance, preserve and protect said Park for the use and enjoyment of the public. FOR THE PURPOSES OF THIS EASEMENT, THE TERM “PASSIVE PUBLIC RECREATIONAL USE” REFERS TO A RANGE OF OUTDOOR ACTIVITIES COMPATIBLE WITH PRESERVING NATURAL RESOURCE FUNCTIONS SUCH AS WILDLIFE HABITAT AND WATERSHED PROTECTION. PASSIVE RECREATIONAL ACTIVITIES ARE GENERALLY NON-ORGANIZED, NON-MOTORIZED ACTIVITIES INCLUDING BUT NOT LIMITED TO WALKING, PICNICKING, HIKING, AND BIRD WATCHING. “PASSIVE RECREATION” DOES NOT INCLUDE OBTRUSIVE ACTIVITIES THAT HAVE SIGNIFICANT ADVERSE IMPACTS TO NATURAL OR OPEN SPACE VALUES. PASSIVE RECREATION ALSO DOES NOT INCLUDE ORGANIZED SPORTS FACILITIES SUCH AS BASEBALL DIAMONDS, GOLF

COURSES, DRIVING RANGES, FOOTBALL FIELDS, SOCCER FIELDS, TENNIS COURTS, OR SWIMMING POOLS.

2. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purpose of this Easement and shall be prohibited upon or within the Protected Property, except to the extent permitted by Paragraph 4 hereof:

- (a) Any commercial, industrial or residential uses of the Protected Property, except as expressly permitted herein.
- (b) The division or subdivision of the Protected Property.
- (c) The construction, erection, maintenance or replacement of any buildings, roads, roadways, signs (other than informational or directional signs), billboards, satellite dishes, fences, docks or other structures or improvements of any kind or nature whatsoever on or over the Protected Property except solely the Permitted Improvements (as defined in subparagraph 4(a) hereof).
- (d) The dumping or storage of ashes, trash, waste, garbage and sawdust on any portion of the Protected Property, except such storage of the aforementioned material as may be normally and reasonably incidental to uses permitted hereunder. No chemical wastes or other hazardous waste materials may be dumped or stored on the protected property.
- (e) Dredging, mining, excavation, filling or other use of the Protected Property, which is detrimental to drainage, water quality, flood control or the fish and wildlife attributes of the Protected Property; subject, however, to Grantor's right to build, install, maintain, repair and replace the Permitted Improvements in accordance with the provisions hereof and all applicable laws and governmental regulations.
- (f) Disturbances of the Protected Property's surface topography, including but not limited to filling, excavation, grading, removal of topsoil, sand, gravel, rocks or minerals, or changing of the topography of the land in any manner except as may be reasonably necessary for the construction, erection, installation, maintenance or replacement of any of the Permitted Improvements in accordance with the terms hereof or as may be normally and reasonably incidental to any of the uses of the Protected Property expressly permitted hereby.
- (g) The use of toxic chemicals, including, without limitation, pesticides and herbicides, on the Protected Property, except in connection with interior operation and maintenance of the Permitted Improvements or as permitted by the Office of Parks, Recreation and Historic Preservation ("OPRHP") and the Department of Environmental Conservation ("DEC") or any other governmental agency having jurisdiction over the Protected Property and in accordance with all applicable governmental laws and regulations.
- (h) Except as may be required for emergency purposes or for necessary management actions of Grantee or Grantor or for the construction and maintenance of the Permitted Improvements and permitted residential use of the Protected Property pursuant to Paragraph 4 hereof, the use of off-road

motorized vehicles, including, without limitation, automobiles, all-terrain vehicles and motorcycles.

- (i) No cutting or removal of trees on the Property shall be permitted except to: (1) Remove those trees and limbs which are dead, fallen, diseased or dangerous; (2) Construct and/or maintain hiking trails; (3) Provide for the construction and/or maintenance of parking areas, buildings and structures permitted under this Conservation Easement; (4) Maintain and manage habitat areas; (5) Enhance the overall diversity of native plants species; (6) Provide control of exotic or new plant species; (7) Support the ecological health and biodiversity of the Property; (8) Maintain the scenic and natural character of the Property; (9) Maintain the pond; and/or as otherwise permitted in writing by the Grantee in its sole discretion to further and maintain the purposes of this Conservation Easement.
- (j) active recreational facilities, including but not limited to baseball diamonds, golf courses, driving ranges, football fields, soccer fields, tennis courts, or swimming pools.

3. Affirmative Rights Conveyed.

- (a) Grantee and its duly authorized representatives shall have the right to enter the Protected Property at reasonable times, for inspection purposes as contained in Paragraph 6.
- (b) Grantee shall have the right to review and approve any plans for development, construction or installation of structures or improvements on the Protected Property. Such approval shall not be unreasonably withheld. A copy of any proposed plans provided to Grantee shall simultaneously be provided to the Town and the County for their review and comment.

4. Retained Rights of Grantor. Subject to the purpose and provisions of this Easement, including, without limitation, the provisions of Paragraphs 2 and 3 hereof, Grantor reserves and retains all customary rights of ownership in the Protected Property, to the extent such rights are exercised in a manner which is not inconsistent with the use of the premises as a passive public park, including, but not limited to:

- (a) The right to renovate repair and maintain the following existing trails and carriage roads, structures and facilities, as Permitted Improvements, in order to enhance the premises for use as a public park:
 - (1) existing roads, existing trails and carriage roads, drainage ways, and structures, including a 900 sq. ft. cottage, a 1,500 sq. ft. gatehouse, a 2,600 sq. ft. stable, and a garage may be restored and repaired, reconstructed or replaced at their same dimensions and locations.
- (b) The right to maintain and continue the residential use of existing buildings as residences for caretakers, security officers and other persons employed in connection with Young-Morse Historic Site.
- (c) The right to construct install and maintain the following Permitted Improvements as enhancements to the Protected Property for use as a public park:

(1) Ancillary improvements, including utilities, benches, restrooms, storage facilities, railings, fences, gates, drainage ways, boardwalks, gazebos, viewing platforms, observation blinds, bridges, nesting boxes, kiosks, and/or informational and directional signs which are reasonably necessary to the use and enjoyment of the premises as a public park;

(2) Subject to approval by the Grantee, as evidenced by a letter signed by the Commissioner or her delegate, additional recreational, cultural and support facilities consistent with the use and enjoyment of the Protected Property as a public park for passive recreation.

The construction, repair and maintenance of any Permitted Improvement shall be undertaken in a way which mitigates, to the greatest extent practicable, any effects on any stream, wetland, pond, lake or other body of water located within 100 feet of such improvement.

(d) The right to manage and improve the land and vegetation by landscaping, including planting, cultivation, trimming and removal of grass, trees, shrubs and flowers for the purpose of enhancing the Protected Property as a public park.

5. Public Access. There shall be public access to the Protected Property through the lands of Grantor, except that access to those areas customarily used for administrative, maintenance, safety and public health purposes may be restricted. Grantor may promulgate rules and regulations regarding hours of use for the public.

6. Inspection. Grantee, the Town and the County and their duly authorized agents, employees and representatives shall have the right to enter the Protected Property upon reasonable notice to Grantor, at such times during normal business hours and in such manner as will not unreasonably interfere with Grantor's use of the Protected Property in accordance with this Easement, to examine and inspect the Protected Property to ensure there are no violations, breaches or defaults of any term, provision, covenant or obligation on Grantor's part to be observed or performed under this Easement.

7. Enforcement Rights of Grantee. The Grantee has the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, the Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the Grantor taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, the Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all available remedies at law or in equity. If a violation is determined to have occurred, the Landowner shall reimburse the Grantee for all expenses including reasonable attorneys' fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no

event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8. Third Party Right of Enforcement. The Grantor and Grantee hereby convey to the Town and to the County third party enforcement rights for this easement. The Town and the County agree that they shall exercise those third party enforcement rights and indicate acceptance of that responsibility by signing this easement. The Town and the County have the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, the Town and/or the County shall notify the Grantee and the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Protected Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the Landowner taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, the Town and/or the County may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all available remedies at law or in equity. If a violation is determined to have occurred, the Landowner shall reimburse the Town and/or the County for all expenses including reasonable attorneys fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto. The Grantee, the Town and the County will make every effort to coordinate their enforcement of this easement.

9. Grant in Perpetuity.

(a) The provisions of this Easement shall run with and be a burden upon the Protected Property in perpetuity and shall be binding on Grantor and Grantee and their respective successors and assigns, and any party entitled to possession or use of the Protected Property while such party is entitled to such possession or use. Any successor or assign of Grantee shall be a qualified organization within the meaning of Article 49 of the Environmental Conservation Law and shall expressly assume the obligation to carry out the conservation purpose for which this Easement is granted and the other obligations of Grantee hereunder.

(b) If Grantee or any successor or assign ceases or fails (i) to enforce this Easement, (ii) to exist, or (iii) to be a Qualified Organization, and upon the occurrence of such event, fails to assign all its rights and interest in the Protected Property, and delegate all its responsibilities under this Easement to a Qualified Organization, then the rights and interest of Grantee under this Easement shall be vested in another Qualified Organization in accordance with a cy pres proceeding of a court of competent jurisdiction.

10. Amendment. This Easement can be modified only in accordance with the common and statutory law of the State of New York applicable to the modification of easements or covenants running with the land. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained in this Easement including requirements imposed on Grantor pursuant to licensing procedures or any authorized governmental licensing or permitting agency. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Easement which are not inconsistent with the purpose of the Easement provided, however, that the parties shall have no right or power to agree to any amendments hereto that would result in this Easement failing to qualify as a valid conservation easement under Article 49, any regulation issued pursuant thereto, and provided further that Grantee shall agree to the modification of this Easement to conform to such licensing procedures or any other authorized governmental licensing or permitting agency. A copy of any proposed amendment provided to Grantor or Grantee shall simultaneously be provided to the Town and the County for their review and comment.

11. Notice. All notices required by this instrument must be in writing, and must be personally delivered or deposited in a mail receptacle maintained by the United States Postal Service. A mailed notice must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Notices to Grantor and Grantee shall be addressed to their respective addresses as set forth above, or to such other addresses as they may designate by notice given in accordance with this Paragraph and to either of their attorneys as they may from time to time designate by notice given in accordance with this Paragraph. Notice shall be deemed given and received as of the date of its personal delivery or the date of its mailing in accordance with this Paragraph.

12. Cooperation Agreement. Grantor and Grantee agree to cooperate to comply with the provisions of Article 49, and the Regulations promulgated pursuant thereto, so that this Easement will qualify, as a perpetual conservation restriction, thereunder.

13. Indemnification. Grantor agrees that neither Grantee, the Town nor the County have any affirmative obligation relating to maintenance of the Property. Grantor further agrees that neither Grantee, the County nor the Town have any responsibility relating to costs, claims or liability arising from personal injury, accidents, negligence, or damage to Property resulting from public or private use of the Property allowed by, arising out of, or resulting from this Easement. Grantor shall indemnify, hold harmless, defend and reimburse the Grantee, the Town and the County from and against any and all claims, actions, suits, damages, liabilities, penalties, costs or expenses, including reasonable attorneys' fees, of any kind or nature whatsoever on account of injuries to or death of any person or damage to any property arising out of Grantee's ownership of this Conservation Easement, and out of the third party enforcement right held by the Town and the County in this Conservation Easement. No party will be indemnified for any negligent acts it commits.

14. Grantor's Title. Grantor represents and warrants to Grantee (a) that Grantor is seized of the Protected Property in fee simple, and (b) that Grantor possesses full

corporate right and authority to grant and convey this Easement pursuant to this instrument.

15. Grantee's Representations. Grantee represents and warrants that Grantee is a Qualified Organization.

16. Further Covenants By Grantor.

(a) The Grantor shall not sell, lease, exchange, or donate the project to any entity other than a State agency, local government or other qualifying tax-exempt not-for-profit corporation which will operate and maintain the project for passive, recreation or conservation purposes.

(b) The Grantor shall not sell, dispose or use the facilities acquired hereunder for other than public park purposes without the prior written approval of the Commissioner, and the express authority of an act of the Legislature as provided in 9 NYCRR 441.5.

(c) The Grantor shall not restrict the use of or access to this project on the basis of residency of a member of the public or impose a fee for such use on the basis of residency without prior written approval of the Commissioner of Parks, Recreation and Historic Preservation.

17. Miscellaneous.

(a) This Easement shall be binding on the parties and their respective successors and assigns. The terms "Grantor" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall mean and include their respective successors and assigns.

(b) If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

(c) In enforcing its rights hereunder with respect to a breach, default or violation of this Easement, Grantee shall take into account the reasonableness of requiring Grantor to cure the same and the time required to restore the Protected Property under the relevant circumstances, including but not limited to the season of the year and the accessibility of the protected Property to Grantor.

(d) All captions set forth herein are for convenience of reference only, and shall in no event be construed to limit, enlarge or modify any substantive provision of this Easement.

(e) References herein to specific actions required or permitted to be undertaken by OPRHP hereunder shall in no way be deemed to waive or limit the regulatory authority or jurisdiction which OPRHP otherwise have or shall have (independently of the provisions of this Easement).

18. Baseline Data. In order to establish the present uses and condition of the Protected Property so as to be able to properly monitor its future uses and condition and assure compliance with the terms hereof, Grantor will make available to Grantee, the

Town and the County existing documentation in its possession of the natural condition of the Protected Property. The aforementioned documentation shall constitute an inventory of the Protected Property's relevant features and conditions (the "Baseline Data"). The Baseline Data shall be kept on file at Grantee's, the Town's and the County's offices and shall be accessible to Grantor upon reasonable notice during normal business hours. The parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of the present uses or condition of the Protected Property, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy. To the extent Grantor and Grantee have initialed the Baseline Data, such Baseline Data shall be presumed to be a correct depiction of the Protected Property as of the date hereof.

19. Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible the fulfillment of the conservation purposes of this Conservation Easement, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Landowner, the Grantee, the Town and the County shall be entitled to that portion of the proceeds from that transaction equal to the proportionate value of their contribution to the total purchase price of the two parcels of property constituting the Protected Property by the Landowner in 2006 and 2007, as provided immediately below, with Young-Morse Historic Site entitled to the remainder of the proceeds. For such purpose, the Landowner and the Grantee agree that the conveyance of this conservation easement to the Grantee gives rise to a property right immediately vested in the County and the Town, with a fair market value that is as provided herein. The Grantee has provided approximately 20% of the purchase price and the County and the Town of Poughkeepsie have each provided approximately 10%. The County's share has been provided through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and the Grantee's share is being provided by the New York State Office of Parks, Recreation and Historic Preservation, through a grant from the New York State Environmental Protection Fund. These percentages are exclusive of miscellaneous related acquisition expenses. The total purchase price paid by the Landowner for the Property was \$1,455,000. This provision is made with respect to the County in consideration of the County's grant award herein and with respect to the Town, in consideration of its funding. Provided further however, in the event of extinguishment of the conservation easement and legislative approval for the resale of the Property, the Town of Poughkeepsie and the County shall meet promptly thereafter to consult and cooperate to identify and acquire a substitute parcel(s) located within the Town including that part of the Town located within the Village of Wappingers Falls. All of the funds received by the parties as a result of the extinguishment and resale of the property shall be devoted to such acquisition(s). The parcel(s) shall be open to the public and maintained as a Park thereafter, subject to a successor conservation easement(s) with equally restrictive terms and conditions as contained herein including this extinguishment provision.

20. Dutchess County. Any references herein to the County are to Dutchess County, a municipal corporation of the State of New York with offices presently at 22 Market Street, Poughkeepsie, NY 12601. Any notice necessary or convenient hereunder

shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors.

21. The Town of Poughkeepsie. Any references herein to the Town are to the Town of Poughkeepsie, a municipal corporation with offices at 1 Overcrocker Road, Poughkeepsie, New York, 12603. Any notice necessary or convenient hereunder shall be directed in writing to its Supervisor.

Signature Page Follows

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed of Conservation Easement as of the date first set forth above.

GRANTOR:

YOUNG-MORSE HISTORIC SITE

By: _____

Name:

Title:

Acknowledged and Accepted:

GRANTEE:

THE PEOPLE OF THE STATE OF NEW YORK,

Acting through their Commissioner of Parks, Recreation and Historic Preservation

By: _____

Name:

Title:

THIRD PARTY ENFORCEMENT:

THE TOWN OF POUGHKEEPSIE

By: _____

Name:

Title:

COUNTY OF DUTCHESS

By: _____

Name:

Title:

Department of Law Approval

Date:

GRANTOR

STATE OF NEW YORK)

)ss.:

COUNTY OF)

On the ____ day of _____ in the year 2009 before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

STATE OF NEW YORK)

)ss.:

COUNTY OF)

On the ____ day of _____ in the year 2009 before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

THIRD PARTY ENFORCEMENT

STATE OF NEW YORK)

)ss.:

COUNTY OF)

On the ____ day of _____ in the year 2009 before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

)ss.:

TOWN OF POUGHKEEPSIE)

On the ____ day of _____ in the year 2009 before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Roll call vote on the foregoing Resolution No. 2010179 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010180

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON MEAD ORCHARDS IN THE TOWN OF RED HOOK, NEW YORK.

Legislators ROLISON, COOPER, FLESLAND, TRAUDT, HUTCHINGS, HORTON, and MICCIO offer the following and move its adoption:

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 06/2008) for an award of grant funds through the Dutchess County Partnership for Manageable Growth/Open Space And Farmland Protection Matching Grant Program to partially fund the purchase of a conservation easement by the County of Dutchess and the Town of Red Hook of approximately 82.06 acres on that portion of Mead Orchards (Grid No. 6374-00-145750) located in the vicinity of Scism Road and New York State Route 9 in the Town of Red Hook, Dutchess County, New York which is not now subject to conservation easement, and

WHEREAS, a total contribution of up to \$556,055.00 shall be made towards the purchase of the agricultural conservation easement on the Property as follows:

- * New York State Farmland Protection Implementation Grant (NYS FPIG) - \$427,819.00
- * Dutchess County - \$72,771.00
- * Town of Red Hook - \$57,335.00

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, Inc. (DLC), which shall assume primary responsibility to monitor and enforce the easement; that the County and Town shall have third party enforcement rights; and that if it is ever extinguished, the County and Town shall share pro-rata in the proceeds therefore, and

WHEREAS, a real estate appraisal by James S. Waterhouse, dated September 12, 2007, and a review by McGrath & Company, Inc., dated February 6, 2009, all on file with the Clerk to the Legislature supports the purchase price to be paid by the County and Town for the 82.06 acre Property, and

WHEREAS, the proposed Grant Agreement, is subject to various contingencies including approval and acceptance of the easement and related closing documents (e.g. survey, title report and insurance) by the County and the Town and receipt by the County of the NYS FPIG not to exceed \$427,819.00 referenced above and a Town contribution not to exceed \$57,335.00, now therefore be it

RESOLVED, that the County Executive is hereby authorized to execute the Grant Agreement and the Monitoring Agreement attached hereto, and be it further

RESOLVED, the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth/Open Space Farmland Protection Matching Grant Program to complete the acquisition contemplated hereunder including changes to the grant agreement and easement consistent with general program purposes, and be it further

RESOLVED, to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2010 Adopted County Budget as follows:

APPROPRIATION

Increase

H0371.8020.3006.7005	Mead Orchards	\$500,590
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Decrease

H0371.8020.3006	Open Space	\$ 72,771
		<u>\$427,819</u>

REVENUE

Increase

H0371.8020.37970.01	NYS FPIG Mead	<u>\$427,819</u>
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CA-106-10
Mead Orchards/ADR-kvh
C-7299
6/3/10
Fiscal Impact: See attached statement

APPROVED



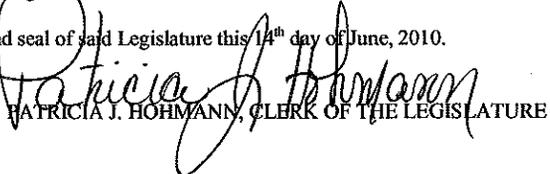
WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date June 15, 2010

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 500,590

Total Current Year Revenue \$ 427,819
and Source

NYSDAM Farmland Protection Implementation Grant (FPIG)

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

Identify Line Items(s):

H0371.8020.3006.7005 Open Space Capital Project--Mead Orchards

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$72,771
Over Five Years: \$72,771

Additional Comments/Explanation:

The total cost of the Mead Orchards acquisition is \$570,425. Funding includes NYSDAM FPIG grant of \$427,819 (75%), \$57,335 from the Town of Red Hook Open Space Fund (10%), \$12,500 in-kind contribution from Dutchess Land Conservancy (2%), and \$72,771 from Dutchess County (13%).

The source of County funds is a bond approved by the Legislature to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program.

Prepared by: Noela Hooper, Senior Planner, Department of Planning and Development

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between **MEAD ORCHARDS, LLC.**, with an address of 15 Scism Road, Tivoli, New York, 12583, (the "Owner"), the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"), the **TOWN OF RED HOOK**, a municipal corporation with offices at 7340 South Broadway, Red Hook, New York 12571 (the "Town"), and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the Owner owns Mead Orchards and desires to sell to the County and Town a conservation easement on a portion of Mead Orchards which is not now subject to a conservation easement, and which consists of approximately 82.06 acres (the "Property") located along New York State Route 9 (Albany Post Road) in the Town of Red Hook, Dutchess County, New York (Tax Grid Number 6374-00-145750), and

WHEREAS, the County and Town want to purchase such conservation easement providing funds therefore are available through the New York State Department of Agriculture and Markets Farmland Protection Grant executed by the County pursuant to Resolution 207165 and the matching share is available therefore through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program and from the Town of Red Hook, now, therefore, the parties agree as follows;

1. **PURCHASE OF CONSERVATION EASEMENT.** The Owner agrees to sell to the County and Town, and the County and Town agree to purchase from the Owner, a conservation easement on the Property upon the terms and conditions hereinafter set forth. The Conservancy and the County shall be co-holders of the conservation easement and the Town shall have third party enforcement rights pursuant to the terms of the conservation easement. The County and the Town shall have the right to claim portions of the monetary value of the conservation easement in the event the conservation easement is extinguished pursuant to the terms of the conservation easement. The conservation easement shall be substantially in the form attached to this Agreement as "Exhibit A."

2. **PAYMENT.** The development rights for the Property, which consists of approximately 82.06 acres, are appraised at Five Hundred Thirty-Three Thousand Three Hundred and Ninety Dollars (\$533,390.00) or (approximately) \$6,500 per acre. The purchase price for the Conservation Easement for those development rights shall be Five Hundred Thirty-Three Thousand Three Hundred and Ninety Dollars (\$533,390.00). The exact amount of total project costs, which are to be paid by the County and Town, include the purchase price, and closing and administrative costs, and are to be determined at the closing. *See Project Budget, attached hereto as "Exhibit B," with respect to estimated "Administrative Costs" incurred by the Conservancy to be reimbursed to it at closing by the County and/or the Town.*

The Property to be subject to the conservation easement is shown on a survey completed by Robert Zimmerman, Licensed Land Surveyor dated November 16, 2007 and revised November 29, 2007.

3. **APPRAISAL**. The Real Estate Appraisal Report (narrative appraisal) prepared by James S. Waterhouse, ARA, First Pioneer Farm Credit Appraisal Service, dated September 12, 2007 values the conservation easement at \$533,390, or \$6,500 per acre. The intended users of the Appraisal Report are the Owners, Dutchess Land Conservancy, State of New York, County of Dutchess and Town of Red Hook.

4. **CLOSING**. The closing shall take place at the Dutchess County Office Building, 22 Market Street, Poughkeepsie, New York 12601 at such time as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Grant Program referenced above, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and from the Town of Red Hook.

5. **CONTINGENCIES**. This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed conservation easement ("Exhibit A") by the New York State Department of Agriculture and Markets, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Town of Red Hook and the Conservancy.

(b) Receipt by the County of the funds necessary to purchase the conservation easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Grant (\$427,819.00) NYS Contract No. 800617, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (an amount not to exceed \$72,771.00), and the Town of Red Hook (an amount not to exceed \$57,335.00). In the alternative, at the direction of the County, the Town of Red Hook may pay the Owner and/or the Conservancy directly.

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Town of Red Hook and the Conservancy subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the conservation easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets or the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Fund in order to comply with Program requirements.

(e) The Property shall be conveyed, free of all mortgages and encumbrances of any nature whatsoever or they will be subordinated to the conservation easement to the satisfaction of the New York State Department of Agriculture and Markets, Dutchess County Open Space and Farmland Protection Matching Grant Program, the Town of Red Hook and the Conservancy.

6. **CANCELLATION.** If the contingencies set forth in Section 5 are not satisfied, the County or Town may cancel this Agreement on written notice to the Owner and neither party will have any claim or cause of action against the other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by December 31, 2010, the Owner may cancel this Agreement upon written notice to the County and Town, at their addresses as shown herein, attention Anthony De Rosa, Chief Assistant County Attorney and attention Sue T. Crane, Town Supervisor, respectively, and neither party shall have any claim or cause of action for damages against the other arising out of this Agreement.

7. **OWNER'S REPRESENTATIONS.** The Owner represents that it has, and will have at the closing, the power, and if applicable corporate authorization, to sell, transfer and convey the conservation easement to the County and the Conservancy and that the Owner is not aware of any actions or proceedings which affect the Owner's title to the Property and that there are not uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property. The Owner has not entered into, or does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owner, County, Town or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owner shall immediately so advise the County, Town and the Conservancy in writing, except in so far as the Owner has advised the County, Town and Conservancy to the contrary, each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

8. **NO BROKERS COMMISSION.** Each of the parties represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

9. **SEVERABILITY.** Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

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

APPROVED AS TO FORM:

County Attorney's Office

APPROVED AS TO CONTENT:

Commissioner of Planning & Development

ACCEPTED: COUNTY OF DUTCHESS

By: _____
William R. Steinhaus, County Executive

TOWN OF RED HOOK

Sue T. Crane, Supervisor

**LANDOWER
MEAD ORCHARDS, LLC**

Charles S. Mead, Member

**DUTCHESS LAND CONSERVANCY,
INC.**

Rebecca E. C. Thornton, President

EXHIBIT "A"
TO THE GRANT AGREEMENT
CONSERVATION EASEMENT

CONSERVATION EASEMENT DEED

Between

MEAD ORCHARDS, LLC

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

and

DUTCHESS COUNTY

as Grantees

Record and Return To:
Dutchess Land Conservancy
PO Box 138
Millbrook, New York 12545

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (the "Easement") is granted this ____ day of _____ 2010, by **Mead Orchards, LLC, a New York Limited Liability Company**, with an address of 15 Scism Road, Tivoli, New York, 12583 as Grantor (the "Grantor"), to **Dutchess Land Conservancy, Inc.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy" or the "Lead Grantee") and to **Dutchess County**, a New York municipal corporation having an office at 22 Market Street, 5th Floor, Poughkeepsie, New York 12601, as Grantee (the "County"). The Conservancy and the County shall collectively be referred to as the "Grantees."

WHEREAS,

A. Grantor is the owner of certain real property (the "Property") consisting of approximately 82.06 acres, Tax Parcel No. 134889-6374-00-145750-0000, located on New York State Route 9 (Albany Post Road) in the Town of Red Hook, Dutchess County, New York, improved with one principal residence and one shed, more fully described in "Exhibit A" and shown on the Conservation Easement Map, "Exhibit B," both exhibits attached hereto, and on survey map titled "Conservation Easement From Mead Orchards, LLC to Dutchess Land Conservancy," prepared by Robert Zimmerman, L.S. 49246, dated November 16, 2007, revised November 29, 2007 and filed in the Dutchess County Clerk's Office on _____ as Map No. _____, incorporated herein by reference.

B. The Conservancy is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meanings of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

C. The County is a municipal corporation and has the authority pursuant to Section 247 of the General Municipal Law and Article 49, Title 3 of the ECL to acquire conservation easements and is a "qualified organization" within the meanings of Sections 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

D. The Town of Red Hook (the "Town") is a municipal corporation and has the authority pursuant to Section 247 of the General Municipal Law and Article 49, Title 3 of the ECL to acquire conservation easements and is a "qualified organization" within the meanings of Sections 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

E. The Property consists primarily of productive agricultural land. The Property contains

approximately 20 acres of prime soils and approximately 62 acres of soils of statewide importance, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

F. Article 14, Section 4 of the New York State Constitution states that “the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products.”

G. In Section 49-0301 of the ECL, the Legislature of the State of New York found and declared that “in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, and the preservation, development and improvement of agricultural and forest lands..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state.”

H. The Property is located within Dutchess County’s Agricultural District #20, created pursuant to Article 25AA of the New York State Agriculture and Markets Law (the “Agriculture and Markets Law”). Section 300, of the Agriculture and Markets Law states: “It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results...It is therefore the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products...It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State’s agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance.”

I. Article 25-AAA, Section 321 of the Agriculture and Markets Law provides that “It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and the environmental and landscape preservation values associated with agriculture...” the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

J. The Property is located within Dutchess County, which has adopted the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (the "Matching Grant Program"). The Matching Grant Program is a vehicle for providing matching funds to finance the conservation of open space and farmland within Dutchess County.

K. The Town is authorized to purchase an interest in real property pursuant to Section

247 of the General Municipal Law for the purpose of preservation of open space.

L. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a maximum of four hundred twenty-seven thousand eight hundred and nineteen dollars (\$427,819) to purchase a conservation easement on the Property pursuant to grant contract number C800617 issued pursuant to Article 25-AAA of the Agriculture and Markets Law. The Department and Agriculture and Market's funding portion is equal to 75% of the total costs of purchasing this Easement. The County has contributed seventy-two thousand seven hundred seventy one dollars (\$72,771.00) to purchase a conservation easement on the Property through the Matching Grant Program pursuant to Dutchess County Resolution No. [REDACTED]. The Town has agreed to provide funds necessary for the purchase of this Easement pursuant to Resolution # [REDACTED] adopted by its Town Board at a regular meeting held on [REDACTED]. The Town's funding portion is equal to fifty-seven thousand three hundred fifty dollars (\$57,350.00) toward the costs of purchasing the Easement.

M. As a grant condition, the Grantor and the Grantees grant to the Town a third-party enforcement right in this Conservation Easement and a right to claim a portion of the monetary value of this Easement in the event that it is extinguished.

N. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

O. The parties recognize the following:

1. The County has determined that providing grant funds for the acquisition of an Easement on the Property will help further its conservation and economic purposes as further hereinafter set forth. The Town has determined that providing funds for the acquisition of a third party enforcement right in a conservation easement limiting the development rights on the Property is in the best interests of the Town and furthers its desire to preserve open space and the rural character of the community. The Conservancy has determined that acquiring an Easement on the Property which protects the agricultural values of the Property and which promotes the use of Sound Agricultural Practices (as defined herein) will further its charitable purposes of preserving the agricultural, natural, ecological, cultural and scenic values of Dutchess County.

2. The Property is characterized by open farmlands, scenic views, woodlands, and natural beauty, and is highly visible from New York State Route 9 (Albany Post Road), a public highway. The Property has approximately ½ mile of road frontage.

3. The Conservancy, in its role as a conservation organization, has obtained extensive experience holding, monitoring and administering conservation easements, and is willing to make its services and experience available to the Department of Agriculture and Markets, County and Town to co-hold, monitor and administer this Easement as hereinafter set forth.

4. The Property is adjacent to other lands of the Grantor, which are already permanently protected by a conservation easement held by Dutchess County and Dutchess Land Conservancy, which was recorded on January 23, 2001 in the Dutchess County Clerk's Office as Document No. 02-2001-631.

5. The 2006 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS Plan") lists Hudson Valley Farmland as a Region 3 Priority Project and encourages funding to purchase development rights on farmland.

6. The Report of the Town of Red Hook Master Plan Committee, October 1990 (the "Master Plan"), includes in its statement of land use and development policy the following goals and objectives: the maintenance and protection of the rural character and the scenic resources of the community; the conservation of the community's natural environment, including the protection of its unique natural features and the wise use of its land resources; the continuation and diversification of agricultural activities; and, the provision of adequate long-term supplies of clean water and the environmentally sound disposal of sanitary wastes.

7. The Master Plan includes the Property within a "Conservation/Rural Development" land use category and notes that the long-term preservation of agriculture in this area is of fundamental concern and that continued agricultural use should be encouraged due to its contribution to the Town's economy and rural character.

8. The Town of Red Hook, Villages of Red Hook and Tivoli Open Space Plan (the "Open Space Plan") dated November 9, 2000, states that "[w]ithout protection against competing land uses the Red Hook community's farmland will continue to be converted to development and open space resources and its rural character will go with them." Additionally, the Open Space Plan states that the "community should take an active role in protecting open space and farmland by purchasing development rights and securing *conservation easements*. In order to preserve open space and the rural character of the community through the purchase of development rights, the Town Board of the Town of Red Hook established a Farmland Protection Program by Resolution dated July 8, 2003, and pursuant to such program has established certain guidelines to be followed and criteria to be met for the consideration of any parcel of land under the program. The Town Board further authorized borrowing in an amount not to exceed \$3,500,000 for such program pursuant to a bond resolution adopted July 8, 2003 and approved by referendum on October 7, 2003; and pursuant to this program, the Town is contributing toward the purchase of this Easement.

9. The Dutchess County Legislature adopted the Dutchess County Agricultural and Farmland Protection Plan (the "Farmland Protection Plan") on May 11, 1998, which states that, "Farms and farmland contribute to the County's economy as a whole, through the jobs and dollars generated and to the County's open landscapes, character, and sense of identity, and environmental quality." The Farmland Protection Plan recommends the purchase of development rights as an important tool in encouraging landowners to keep their farms in production, and states that Dutchess County should develop partnerships with knowledgeable

professionals in the private sector, particularly the County's land conservancies, to facilitate the development and improvement of a Dutchess County Development Rights Acquisition Program. In furtherance of this recommendation, the County is contributing toward the purchase of this Easement through the Matching Grant Program.

10. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils and encourages open space land uses and the protection of scenic resources. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots, which preclude the future use for agriculture and forestry. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

11. The Property is in the Stony Creek Watershed, which is the principal water source for Tivoli Bays, a unique freshwater tidal wetland, which is owned by the Department of Environmental Conservation as a 1,400-acre refuge and is part of the National Estuarine Research Reserve System. The Property is also situated between two DEC listed wetland complexes (CM-1 and CM-22), which hydrologically support both Stony Creek and Tivoli Bays.

12. The Property contains approximately 9 acres of woodlands that provide valuable forest habitat.

13. Subdivision and development pressure threaten the continued agricultural, rural, scenic, ecological, forested, and open space character of the Property and the scenic view along New York State Route 9.

NOW, THEREFORE, in consideration of the sum of five hundred and thirty-three thousand three hundred and ninety dollars (\$533,390.00), and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Easement

Grantor hereby grants and conveys to the Grantees, an Easement, an immediately vested interest in real property defined by Article 49, Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes the Conservancy, the County and the Town to enforce these covenants in the

manner described below.

2. Purpose

It is the primary purpose of this Easement to: (a) enable the Property to remain in agricultural or forestry use for current and future production of food and fiber, and livestock and livestock products, by protecting in perpetuity its agricultural and forestry values, use and utility, including its prime, statewide important and unique agricultural soils; and (b) prevent any use of the Property that would significantly impair or interfere with its long-term agricultural and forestry viability. It is the secondary purpose of this Easement to conserve and protect the Property's scenic view and open space resources, and their associated unique and special natural features to the extent that such protection does not conflict with the primary purpose of this Easement.

3. Implementation

This Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions. No use of the Property shall occur and no permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property, except as specifically provided herein. The Property remains subject to all applicable local, state and federal laws and regulations. However, if the Easement is more restrictive than local, state and federal laws and regulations, the Easement restrictions shall govern with respect to the development and use of the Property. This Easement shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

4. Definitions

As used in this Easement, the terms "Grantor," "Owner" or "Landowner" include the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof. The terms "Conservancy" or "Lead Grantee" include the Conservancy and its successors and assigns. The term "County" includes the County and its successors and assigns, and the term "Town" includes the Town and its successors and assigns.

The term "Lead Grantee" is the Grantee designated by mutual agreement between the Grantees and the Town: to grant permission under this Easement pursuant to Section 19 ("Permission of the Grantees"); to act as the lead monitor and inspector of the Easement pursuant to Section 23 ("Right of Inspection"); to act as the lead enforcer of the Easement pursuant to Section 24 ("Enforcement"); to give and receive all notices and other communications to and from the Grantor as specifically required in this Easement pursuant to Section 36 ("Notices"); and to grant waivers pursuant to Section 43 ("Waiver"). The Conservancy shall be Lead Grantee unless the Grantor receives notice of a change in such designation executed by both Grantees and the Town.

The term "Sound Agricultural Practices" is defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the

intended results in a reasonable and supportable way. If necessary, to determine if a practice is "sound," the Conservancy or Grantor may request the Department of Agriculture and Markets to initiate a sound agricultural practice review pursuant to Section 308 of the Agriculture and Markets Law, or any successor statute.

The term "Farm Labor Housing" means structures used to house seasonal and/or full-time employees, where such residences are provided by the farm landowner and/or operator and the worker is an essential employee of the farm landowner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the farm operation. For instance, a mobile or manufactured home used as the primary residence of a farm owner is not farm labor housing.

The term "floor area" of a structure means the gross floor area of all interior floors of the structure, as measured to the exterior walls, excluding attached garages, cellars, attics and basements.

5. Reserved Rights Retained by Grantor

Grantor reserves all customary rights and privileges of ownership, including the right of exclusive use, possession and enjoyment of the Property, the right to sell, lease, and devise the Property, as well as any other rights consistent with the Purpose set forth in Section 2 and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God. Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law.

6. Access

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

7. Right to Use Property for Rural and Agricultural Uses

Grantor has the right to produce crops, livestock and livestock products and conduct farm operations as defined under Section 301 of the Agriculture and Markets Law, or such successor law as is later promulgated, which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated fields, orchards, pastures and woodlands. Said farming practices shall be carried out in accordance with Sound Agricultural Practices as defined herein. In addition, Grantor has the right to process, package and distribute farm products, operate farmstands, and to operate otherwise lawful and customary rural and agriculturally-related enterprises, such as, but not limited to farm machinery repair and cottage industries, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements").

8. Right to Use the Property for Recreational and Educational Purposes

Grantor retains the right to use the Property for otherwise lawful recreational and educational uses, including, but not limited to, cross-country skiing, horseback riding, camping, home schooling, day care, farm tours, agricultural classes, hunting, game preserves, fishing, trapping, nature interpretation, and other educational programs, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements").

9. Maintenance

Should the Property cease to be used for agricultural purposes for more than three (3) years, the agricultural fields containing prime, statewide important and unique soils will be mowed at least triennially or otherwise maintained in a condition which will prevent growth of woody vegetation that would interfere with future agricultural use or which might result in interference with drainage systems, or in reversion of significant portions of the Property to regulated wetland status. Similarly, during prolonged periods of disuse for agricultural purposes, artificial and natural drainage systems must be maintained in a functional state by the Grantor. If Grantor does not comply with this provision, Grantees or the Town shall have the right, but not the obligation, to mow such fields, at the sole expense of such Grantees or Town, if they so choose.

10. Construction of Buildings and Other Improvements

Permitted uses of the Property vary depending on where on the Property the use occurs. The Property is separated into two distinct and separately defined areas which are depicted on the Conservation Easement Map attached hereto as Exhibit B: 1) Farmstead Complexes A and B (areas designated for buildings) shown on Exhibit B attached hereto; and 2) the Farm Area (productive farm and open land areas), all the area located outside of the boundaries of the Farmstead Complexes, which comprises the majority of the Property. Grantor may undertake construction, erection, installation, removal or placement of buildings, structures, or other improvements to the Property within these areas only as provided in this Easement and set forth below.

10(a) Fences -- Existing fences may be repaired, removed and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife and to prevent trespassing on the Property.

10(b) Existing Agricultural Structures and Improvements -- Existing agricultural structures and improvements may be repaired, removed, enlarged and replaced at their current locations within the Farmstead Complexes, which are shown on Exhibit B, subject to the coverage limitations set forth below.

10(c) New Agricultural Structures and Improvements -- Without permission of the Lead Grantee, Grantor may construct new buildings, structures and impervious improvements including asphalt and concrete roads and parking areas within the Farmstead Complexes to be used primarily for purposes related to a "Farm Operation," as defined in Agriculture and Markets Law § 301 or any successor statute and for such other agricultural purposes as (i) the production, storage or

sale of farm products or by-products, or processing of farm products or by-products produced on-site, (ii) the storage of equipment used for agricultural production, (iii) the keeping of livestock or other animals and (iv) Farm Labor Housing as defined herein.

Without permission from the Lead Grantee, Grantor may construct new buildings, structures and impervious improvements for said purposes listed in the preceding paragraph on up to 5% of the remaining Farm Area located outside of the Farmstead Complexes. Such coverage limitations do not apply to permeable surfaces such as gravel roads and parking areas, structures that protect soil and water resources, such as manure storage areas, and structures and improvements lacking permanent foundations where the land underneath is not covered by impervious surfaces. Permission is required from the Lead Grantee pursuant to Section 19 ("Permission of the Grantees") for the construction of such buildings, structures and improvements that would cover up to an additional 5% of such area. Under no circumstance shall the Lead Grantee grant permission for such buildings, structures and impervious improvements outside the Farmstead Complexes where the aggregate area would exceed 10%, unless the express written approval has been granted by the County and the Town.

10(d) Farm Labor Housing -- Without permission of the Lead Grantee, Grantor has the right to construct new dwellings or structures, together with new agricultural structures and improvements permitted in Section 10(c) ("New Agricultural Structures and Improvements") above, within the Farmstead Complexes, to be used for Farm Labor Housing as defined herein. Such structures to be used for Farm Labor Housing shall not exceed 2,000 square feet in floor area per structure. With advance written permission of the Lead Grantee, pursuant to Section 19 ("Permission of the Grantees"), Grantor has the right to construct such Farm Labor Housing on no more than 5% of the remaining Farm Area located outside of the Farmstead Complexes. Said 5% of the remaining Farm Area is inclusive of the 5% allocated to new buildings, structures and impervious improvements described in Section 10(c) ("New Agricultural Structures and Improvements") above. The land on which these structures stand shall not be subdivided, except as permitted in Section 14 ("Subdivision").

10(e) Single-Family Principal Residential Dwelling -- No more than one (1) single-family principal residential dwelling, built and existing on the date hereof, shall be permitted on the Property and shall only be located within Farmstead Complex A. The single-family residential dwelling may be repaired, enlarged, replaced or rebuilt within Farmstead Complex A, which is shown on Exhibit B. The single-family principal residential dwelling shall not exceed 7,500 square feet in floor area. Grantor has the right to establish and carry out home occupations or cottage industries within said permitted residential dwelling provided said activities are compatible with the agricultural character of the Property and subordinate to the agricultural and residential use of the Farmstead Complex.

10(f) Tenant/Guest House -- No more than one (1) detached tenant/guest house, shall be permitted on the Property and may only be located within Farmstead Complex A. The single family tenant/guest house shall not exceed 2,000 square feet in floor area. The tenant/guest house may not be sold separately from the principal residence.

10(g) Designations of Principal Residence and Tenant/Guest House -- The principal

residence, built and existing on the date hereof, may be considered the tenant/guest house and a new principal residence may be built in compliance with Section 10(e). If the existing principal residence is considered the tenant/guest house then it shall not exceed 2,000 square feet in floor area.

10(h) Accessory Apartment -- No more than one (1) accessory apartment shall be permitted on the Property. The accessory apartment may be located only within a permitted agricultural structure or improvement, including farmstands, located within Farmstead Complex B. The accessory apartment may be used for non-agricultural residential use, including as a rental unit, or may be used for farm labor housing in compliance with Section 4 ("Definitions").

10(i) Customary Home Occupations or Cottage Industries -- Grantor has the right to establish and carry out home occupations or cottage industries within the Farmstead Complexes, provided said activities are compatible with the Purpose of this Easement and agriculture and forestry uses of the Property, and are subordinate to the agricultural and residential use of the Farmstead Complexes. Examples of customary home occupations or cottage industries are without limitation, professional offices within the home, bed and breakfasts, crafts production, and firewood distribution. Enterprises which market petroleum or chemical products are prohibited. The land on which these structures stand shall not be subdivided from the Farmstead Complexes.

10(j) Recreational and Educational Improvements -- Non-habitable recreational and educational improvements may be located within the Farmstead Complexes shown on Exhibit B. Non-habitable recreational and educational improvements may also be located outside the Farmstead Complexes with the advance written permission of the Lead Grantee provided that any recreational improvement shall not interfere with the Purpose of this Easement, significantly disturb the farm soils, or otherwise adversely affect agricultural uses on a continuing basis. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips, commercial helicopter pads or any other similar recreational improvements be allowed on the Property.

10(k) Utility Services and Septic Systems -- Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced, and Grantor may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved. Services are limited to structures permitted on the Property pursuant to Section 19 ("Permission of the Grantees").

10(l) Ancillary Improvements -- Without permission from the Lead Grantee, other improvements, including, but not limited to facilities for the generation and transmission of electrical power, such as windmills and detached solar arrays, to be used primarily for the farm operation, may be built within the Farmstead Complexes. Without permission from the Lead Grantee, telecommunications such as cell towers, may be built within the Farmstead Complexes. Additionally, such improvements may be built outside the Farmstead Complexes only with the advance written permission of the Lead Grantee, pursuant to Section 19 ("Permission of the

Grantees"). Excess energy generated above that required for the farm operation, may be sold to an electrical supplier in compliance with local, State and Federal laws. No facility for the generation and transmission of electrical power shall be operated solely or primarily for the sale of energy to an electrical supplier.

11. Notice of Exercise of Certain Reserved Rights Outside of the Farmstead Complexes

In addition to other requirements for permission, the Grantor shall give the Lead Grantee written notice before exercising the following reserved rights outside of the Farmstead Complexes: (a) construction of new agricultural structures and improvements as permitted in Section 10(c) ("New Agricultural Structures and Improvements"); (b) construction of farm labor housing as permitted in Section 10(d) ("Farm Labor Housing") (c) construction of new recreational improvements as permitted in Section 10(j) ("Recreational and Educational Improvements"); (d) installation of new utility services as permitted in Section 10(k) ("Utility Services and Septic Systems"); and (e) road construction as permitted in Section 17 ("Road Construction").

12. Maintenance and Improvement of Water Sources

Grantor maintains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with Sound Agricultural Practices and the Purpose of this Easement, and that such alternations are carried out in accordance with applicable State and Federal laws and regulations.

13. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

14. Subdivision

The Property may not be partitioned or subdivided, except with the permission of the Lead Grantee, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation and in compliance with all the terms provided in this Section and Section 19 ("Permission of Grantees"). Lot line adjustments, which do not create additional building lots, are also permitted only with the prior written permission of the Conservancy, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation. No such

subdivision or lot line adjustment shall affect the use of the Property permitted by this Easement. Any such subdivision shall not include the right to construct any new habitable or commercial structures, or relocate any existing habitable or commercial structures, except as otherwise permitted by this Easement. Any partition or subdivision also must comply with all applicable land use and subdivision regulations, and any subdivided parcels would be subject to the terms of this Easement. Any other subdivision, recording of a subdivision plan, partition, or any other attempt to internally or externally divide the Property into more than one parcel is prohibited. Mortgages, or other non-possessory interests in land do not constitute subdivisions for the purpose herein, provided such interests encompass the whole parcel.

Notwithstanding the above exceptions, the principal residence and tenant/guest house referred to in Section 10 may not be sold separately from one another. Additionally, there shall be no subdivision of the Property, which results in Farmstead Complex A and Farmstead Complex B being located on separate subdivided parcels. However, a lot line adjustment, which results in Farmstead Complex A and Farmstead Complex B to be located on separate parcels is permitted. In no case shall farm labor housing or the accessory apartment permitted within Farmstead Complex B, be used as principal residences or tenant/guest houses.

In any deed of conveyance of a portion of the Property, the owner thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified number of structures whose total number is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number of structures than the number allowed on the portion of the Property owned by such owner immediately prior to such conveyance.

15. Forest Management

Grantor may clear forested areas for conversion to farmland, may harvest wood for on-farm use including heating or construction of buildings and improvements, and may remove trees that are fallen, dead, diseased or dangerous, so long as it is consistent with Sound Agricultural Practices.

Grantor may commercially harvest timber and other wood products and construct, maintain, remove, and repair unpaved access roads and "staging areas" (those areas where logs are temporarily stored for transport) necessary for such activities, in accordance with generally-accepted forest best management practices (as outlined in a DEC approved forest management and harvest plan) that shall not result in significant degradation of soil and water resources. Such commercial timber cutting shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later created, or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation.

In order to facilitate the monitoring and stewardship of this Easement, to ensure continuing communication between parties, Grantor shall give the Lead Grantee, its successors or assigns, written notice thereof not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest. Such written notice shall include submission of the current forest management plan and harvest plan.

16. Mining and On-Site Extractive Activity

Exploration for, or development, storage and extraction of, minerals and hydrocarbons on or from the Property by any method is prohibited, except as otherwise provided herein. Grantor may remove sand and gravel on the Property only to the extent permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations and provided said removal: (a) is limited and localized in impact, affecting no more than two acres of the Property at one time; (b) does not conflict with the Purpose of this Easement; (c) does not breach the water table; (d) is reasonably necessary for, and incidental to, carrying out the improvements and agricultural production uses permitted on the Property by this Easement, and (e) impact to the prime, statewide important and unique soils is minimized.

17. Road Construction

Grantor may construct roads for residential driveways, barnyards, farm markets, farm roads, or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement, provided to the greatest extent practicable, impact to the prime, statewide important and unique soils is minimized. No other portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

18. Dumping and Trash

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material in accordance with Sound Agricultural Practices and any applicable State or Federal law or regulation. However, this prohibition shall not prevent: (i) the storage of agricultural products and byproducts in accordance with Sound Agricultural Practices, (ii) the storage of old farm equipment used for parts in connection with the Property or the Farm Operation, (iii) temporary storage of trash or household waste in receptacles for periodic off-site disposal, and (iv) composting or re-use of biodegradable materials as permitted in Section 7 ("Right to Use Property for Rural and Agricultural Uses"), which are generated off the Property, for use on the Property, for use on other lands of Grantor or for commercial use, so long as they are used and stored in accordance with Sound Agricultural Practices. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property, is permitted by this Easement in accordance with applicable laws.

19. Permission of the Grantees

Where Grantor is required to obtain the Lead Grantee's permission for a proposed action hereunder, said permission shall be requested in writing to the Conservancy as Lead Grantee. The Conservancy shall grant permission unless it determines that such action would 1) violate the Purpose of this Easement, 2) impair the potential for long-term agricultural viability associated with the Property, 3) unnecessarily impede the use of Property's prime, statewide important or unique soils, or (4) be inconsistent with the conditions of approval of this Easement by the County or

Town. The Conservancy shall respond in writing within forty-five (45) days of receipt of the Grantor's written request, which shall include building plans identifying the use, footprint and total square footage of any proposed structures, and related survey information, if available. Neither the Grantees nor the Town shall be liable for damages for any failure to grant permission to Grantor or to respond within forty-five (45) days.

20. Ongoing Responsibilities of Grantor and Grantees

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Conservancy, the County or the Town, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

20(a) Taxes -- Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantor becomes delinquent in payment of taxes the Conservancy, the County or the Town, at their option, shall have the right to take such actions as may be necessary to protect their interests in the Property and to assure the continued enforceability of this instrument and to recover all of its costs including reasonable attorney's fees. If, as a result of such actions, the Conservancy, the County or the Town ever pay any taxes or assessments on Grantor's interest in the Property, Grantor will promptly reimburse the Conservancy, the County or the Town for the same.

20(b) Upkeep and Maintenance -- Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. The Conservancy, the County or the Town shall have no obligation for the upkeep or maintenance of the Property.

20(c) Liability and Indemnification -- Grantor agrees to indemnify and hold the Conservancy, the Department of Agriculture and Markets, County and Town harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of the Conservancy, the Department of Agriculture and Markets, County and Town or their agents, in which case liability shall be apportioned accordingly.

21. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Baseline Documentation

By its execution of this Easement, the Conservancy, the County and the Town acknowledge that the present uses of the Property are permitted by this Easement. In order to

evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report, including maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by all parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with the Conservancy, the County and the Town. The Baseline Documentation Report may be used by the Conservancy, the County and the Town to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement.

23. Right of Inspection

As Lead Grantee, the Conservancy shall have lead inspection and monitoring responsibilities to ensure compliance with the terms of this Easement. The Conservancy, shall have the right to enter upon the Property upon forty-eight (48) hours advance notice to Grantor. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time agreeable to the Conservancy and Grantor. In the instance of a violation or suspected violation of the terms of this Easement, which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice of date and time is required. Representatives of the Department of Agriculture and Markets shall have the same right of inspection. An annual report, measured from delivery of this Easement, of the results of such monitoring or inspection, including advice of compliance or any apparent violations of this Easement, shall be provided (1) to the Grantor, or successors of its right, title or interest in the Property and (2) to Dutchess County, at the address provided in Section 36 ("Notices"), and (3) to the Town, at the address provided in Section 36 ("Notices").

In the event that the County believes that the Conservancy has failed to carry out its monitoring responsibility, the County shall provide notice to the Conservancy and the Town of said failure, with a copy to the Grantor. The Conservancy shall have 45 days to respond to said notice either by carrying out the monitoring needs identified by the County or by explaining the Conservancy's monitoring and/or interpretation of the Easement. If the County still believes that monitoring needs are still unmet, the County may monitor or inspect the Property. In such instance, the County shall notify the Conservancy, the Town and the Grantor of its intent to monitor at least 10 days prior to exercising such rights. Neither the 45-day nor 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Easement.

24. Enforcement

As Lead Grantee, the Conservancy shall have lead enforcement responsibilities for ensuring compliance with the terms of this Easement. If the Conservancy determines that a violation of this Easement has occurred, the Conservancy shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where the Conservancy in its sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this Easement, the Conservancy may bring an action to enjoin the violation, *ex parte* if necessary,

through temporary or permanent injunction.

In addition to injunctive relief, the Conservancy shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and

(b) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse the Conservancy for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of the Conservancy to discover a violation or to take immediate legal action shall not bar the Conservancy from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

In the event that the County believes that the Conservancy has failed to enforce any of the terms of this Easement, the County shall provide notice to the Conservancy and the Town of said failure, with a copy to the Grantor. The Conservancy shall have 45 days to respond to said notice either by carrying out the enforcement needs identified by the County or by explaining the Conservancy's enforcement activities and/or interpretation of the Easement. If the County still believes that a violation has occurred without enforcement, the County may enforce the terms of the Easement against the Grantor. In such instance, the County shall notify the Conservancy, the Town and the Grantor of its intent to exercise its enforcement rights at least 10 days prior to exercising such rights. Neither the 45-day nor 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Easement. In any case where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of the County to discover a violation or to take immediate legal action shall not bar the County from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

25. Third Party Enforcement Rights

In recognition of the fact that funds are being provided by the Town for the acquisition of the Easement over the Property, the Grantor and the Grantees grant to the Town third party enforcement rights to enforce the terms of this Easement against any and all of the owners of the Property, or any part thereof, at law or in equity, without limitation, pursuant to the ECL.

The terms of the Town's third party enforcement rights are as follows: In the event that the Town believes that the Conservancy and/or the County has failed to carry out their monitoring responsibility, or enforce any of the terms of this Easement, the Town shall provide notice to the Conservancy and the County of said failure, with a copy to the Grantor. The Conservancy and/or the County shall have 45 days to respond to said notice either by carrying out the monitoring or enforcement needs identified by the Town or by explaining the Conservancy's and/or County's monitoring and enforcement activities and/or interpretation of

the Conservation Easement. If the Town still believes that a violation has occurred without enforcement or that monitoring needs are still unmet, the Town may monitor or inspect the Property and may enforce the terms of the Easement against the Grantor by action in a court of competent jurisdiction. In such instance, the Town shall notify the Conservancy, the County and the Grantor by certified mail or by recognized national, over-night delivery service of its intent to monitor or exercise its enforcement rights at least 10 days prior to exercising such rights. Neither the 45-day nor the 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Easement. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the Town for all its expenses incurred in stopping and correcting the violation, including but not limited to, reasonable attorneys' fees. The failure of the Town to discover a violation or to take immediate legal action shall not bar the Town from doing so at a later time. In any case, where a court finds no violation has occurred, each party shall bear its own costs.

The Conservancy and the County will further provide to the Town a copy of any notice or document provided to the Grantor regarding enforcement of this Easement.

26. Voluntary Non-Binding Dispute Resolution

If a dispute arises between the Grantor, the County, the Town or the Conservancy concerning the consistency of any proposed use or activity with the purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either the Grantor, the County, the Town or the Conservancy may request a meeting between the parties, or if the parties fail to come to an agreement at this meeting, refer the dispute to non-binding mediation by written request. Within ten (10) days of such request, the parties shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. Reasonable costs associated with the mediation process shall be determined by the impartial mediator in consultation with the Grantor, County, Town and Conservancy. Nothing in this clause shall diminish the Conservancy, County or Town's rights under Section 24 ("Enforcement") or Section 25 ("Third Party Enforcement Rights").

27. Transfer of Easement

Both the Conservancy and the County, acting together, or any sole remaining Grantee which has acquired the rights of another Grantee, shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "qualified organization" under Section 170(h) of the Internal Revenue Code, provided the transferee expressly agrees to assume the responsibility imposed on the Grantee by this Easement.

28. Rights Vest In County

In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, or fail to provide an annual monitoring report pursuant to Section 23 ("Right of Inspection") above, for a

period of four (4) months after receipt of notice of the failure to provide an annual monitoring report, by either certified mail or by recognized national over-night, delivery service, is delivered by the County to the Conservancy at its last know address, then the Conservancy's rights and obligations under this Easement shall immediately vest in the County. If the Conservancy were to remain in existence at the date at which its rights in this Easement were to become vested in the County as provided herein, the Conservancy shall execute and record in the Dutchess County Clerk's Office an assignment of this Easement in accordance with Article 49, Title 3, of the ECL. If the Conservancy were not to be in existence at the date at which its rights were thus to become vested in the County, or if the Conservancy were to fail to execute such a requisite assignment, then the County may compel such an assignment by appropriate action in a court of competent jurisdiction.

29. Transfer of Property

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to an Easement which runs with the land and which was granted to _____ by instrument dated _____, and recorded in the office of the Clerk of Dutchess County at Document No. _____ of Deeds. Grantor shall notify the Conservancy in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. The failure to notify the Conservancy or to include said language in any deed or instrument shall not, however, affect the validity or applicability of this Easement to the Property or limit its enforceability in any way.

30. Amendment of Easement

This Easement may be amended only with the written consent of the Grantees, Grantor, and the Department of Agriculture and Markets. Any such amendment shall be consistent with the Purpose of this Easement and shall comply with the ECL and any regulations promulgated thereunder and shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law. Any such amendment shall be duly recorded.

31. Extinguishment of Easement

At the mutual request of Grantor, the Grantees, the Town and the Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. In that case, the mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain, makes impossible the continued use of the Property for the Purpose of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished by judicial

proceeding. In either case, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the Grantees and the Town shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 32 ("Proceeds") herein.

32. Proceeds

The grant of this Easement gives rise to a property right, immediately vested in the Conservancy, the County and the Town, which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Section 31 ("Extinguishment of Easement"), shall have a value equal to a percentage of the value of the Property unencumbered by this Easement (the "Proportionate Share"). The Proportionate Share is determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share is 52%. The Proportionate Share shall remain constant (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to the percentage of the purchase price of this Easement that was paid using State Farmland Protection Program Grant funds, the County agrees to use such portion in a manner consistent with the Purpose of this Easement. Prior to such re-use, the County must notify the Department of Agriculture and Markets. The County and Town, which have contributed to the purchase price for this Easement, shall share proportionate to their contribution to the purchase price of the Easement, in whatever proceeds become available upon the extinguishment of the Easement and subsequent sale, exchange or involuntary conversion of the Property. The County shall be entitled to 90% of the Proportionate Share referenced above. The County's share includes the State's contribution of \$427,819. The Town shall be entitled to 10 % of the Proportionate Share referenced above.

33. Interpretation

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

34. Successors

Every provision of this Easement that applies to Grantor, the County, the Town or the Conservancy shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

35. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

36. Notices

Any notice required or desired to be given by any party under any provision of this Easement shall be in writing and shall be sent by (i) personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: (a) if to the Conservancy, at the address set forth above or its last known address if such address has changed; (b) if to Grantor, at the address set forth above; (c) if to any subsequent owner, at the address of the Property; (d) if to the Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235; (e) if to the Town, any notices necessary or convenient hereunder shall be directed in writing to both the Town of Red Hook Supervisor and Town of Red Hook Attorney, or their successors at their official address which at present is 7340 South Broadway, Red Hook, New York 12571; (f) if to the County, any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601

Dutchess County Commissioner of Planning and Development
27 High Street
Poughkeepsie, New York 12601

The Grantor shall send or deliver all notices and communications required by this Easement, to the Conservancy. The Conservancy shall promptly, upon such notification from the Grantor, forward such notice to the County and the Town in writing at the above addresses within three business days of receipt by the Conservancy.

37. Title

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Conservancy, the County and the Town shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

38. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing.

39. Subsequent Encumbrances

The grant of any easements or use restrictions is prohibited, except with the permission of the Conservancy, County and Town.

40. Grantor's Environmental Warranty

Nothing in this Easement shall be construed as giving rise to any right or ability in the Conservancy, Department of Agriculture and Markets, the County or the Town to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify the Conservancy, Department of Agriculture and Markets, the County and Town against, and hold the Conservancy, Department of Agriculture and Markets, the County and Town harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

41. Duration of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to the Conservancy, the County, or the Town, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by the Conservancy, the County or the Town.

42. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the

Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 30 ("Amendment of Easement").

43. Waiver

No waiver by the Conservancy of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the Conservancy.

44. Binding Effect

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or owner with respect to such Property for purposes of this Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of its, his or her ownership or conduct.

45. Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor , the Conservancy, the County and the Town, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

MEAD ORCHARDS, LLC

By: _____
Charles S. Mead
Member

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

DUTCHESS COUNTY

By: _____
William R. Steinhaus
County Executive

TOWN OF RED HOOK

By: _____
Sue T. Crane
Supervisor

State of New York)
County of Dutchess), ss:

On the _____ day of _____ in the year 2010 before me, the undersigned, personally appeared **Charles S. Mead**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____ day of _____ in the year 2010 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared **William R. Steinhaus**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared **Sue T. Crane**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

EXHIBIT A

Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of Red Hook, Dutchess County, New York, more particularly described as follows:

Beginning at an iron rod set in the assumed west line of State Highway Route 9, said point being the northeast corner of the herein described parcel and the southeast corner of land now or formerly of Hofemann; thence southerly along said assumed west line of State Highway Route 9 S13-59'-00"W 298.20', S13-23'-00"W 351.00', S11-07'-00"W 203.30' to a railroad tie post, S13-05'-00"W 215.00', S27-07'-00"W 56.66', along a wire fence S65-51'-00"E 14.64', S06-30'-00"W 116.00' and S19-31'-00"W 1215.00' to the southeast corner of the herein described parcel, said point being the northeast corner of land now or formerly of Simmons; thence westerly along the north line of said land of Simmons N72-30'-40"W 852.48' to a point in the east line of other land of Mead Orchard LLC; thence continuing westerly along said land of Mead Orchard LLC N67-05'-00"W 58.08' to the southwest corner of the herein described parcel; thence northerly and westerly along the east and north line of said lands of Mead Orchards LLC N17-10'-00"E 943.14' and to and along a stone wall N82-40'-00"W 945.78' to a wall intersection, said point being a southeast corner of land now or formerly of Three Pond Farm LLC; thence northerly along a stone wall and the east line of said land of Three Pond Farm LLC the following three bearings and distances: N16-06'-00"E 624.00', N16-27'-00"E 318.00' and N15-53'-25"E 133.56' to a point; thence continuing along the east line of said land of Three Pond Farms LLC N89-55'-00"E 20.81' and N06-30'-00"E 976.31' to the northwest corner of the herein described parcel; thence easterly, southerly and easterly along said land of Three Pond Farm LLC S75-30'-00"E 379.25', to and along a stone wall S04-30'-00"W 877.19', N89-50'-00"E 385.41', N86-50'-00"E 512.00' and N89-20-42"E 232.60 to the southwest corner of the aforesaid land of Hofemann; thence continuing easterly along the south line of said land of Hofeman S88-22'-00"E 340.51' to the point or place of beginning and containing 82.06 acres of land more or less.

Subject to any easements or rights-of-way of record.

MEAD ORCHARD LLC -FARMSTEAD COMPLEX A

Beginning at a railroad tie post found in the assumed west line of State Highway Route 9, said point being the northeast corner of the herein described Farmstead Complex A and being S13-59'-00"W 298.20', S13-23'-00"W 351.00' and S11-07'-00"W 203.30' from an iron rod set at the northeast corner of land of Mead Orchard LLC; thence southerly along said assumed west line of State Highway Route 9 S13-05'-00"W 215.00', S27-07'-00"W 56.66', along a wire fence S65-51'-00"E 14.64', S06-30'-00"W 116.00' and S19-31'-00"W 259.91' to an iron rod set, said point being the southeast corner of the herein described Farmstead Complex A; thence westerly, northerly and easterly through land of Mead Orchard LLC N76-29'-23"W 426.81' to an iron rod set, N17-11'-30"E 600.00' to an iron rod set and S83-18'-00"E 401.50' to the point or place of beginning and containing 6.00 acres of land more or less.

MEAD ORCHARD LLC-FARMSTEAD COMPLEX B

Beginning at an iron rod set in the assumed west line of State Highway Route 9, said point being the northeast corner of the herein described parcel and being S13-59'-00"W 298.20', S13-23'-00"W 351.00', S11-07'-00"W 203.30', S13-05'-00"W 215.00', S27-07'-00"W 56.66', S65-51'-00"E 14.64', S06-30'-00"W 116.00' and S19-31'-00"W 481.93' from an iron rod set at the northeast corner of land of Mead Orchard LLC; thence southerly along said assumed west line of State Highway Route 9 S19-31'-00"W 365.03' to an iron rod set at the southeast corner of the herein described Farmstead Complex B; thence westerly, northerly and easterly through land of Mead Orchard LLC N71-15'-30"W 355.60' to an iron rod set, N18-44'-30"E 365.00' to an iron rod set and S71-15'-30"E 360.54' to the point or place of beginning and containing 3.00 acres of land more or less.

EXHIBIT B

Conservation Easement Map

EXHIBIT "B"

TO THE GRANT AGREEMENT

PROJECT BUDGET

**Project Budget
FINAL**

04/09/10

Farm Name: Mead Orchards LLC

Municipality: Dutchess County

PROJECT COSTS

82.06 Acres

Estimated Value of Development Rights

\$533,390	(=\$6,500/Acre)
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Administrative Costs

Title Insurance	\$2,257	
Survey(s)	\$2,630	
Appraisal	\$4,400	
Outside Legal Review	\$1,100	
Recording Fees	\$278	
Stewardship Fee	\$10,000	
Other	\$2,000	Identify: Baseline report \$2000
Subtotal	\$22,665	

Administrative Costs (in-kind)

Staff Time	\$12,000	
Travel/office expense	\$500	
Other	\$0	Identify:
Subtotal	\$12,500	

Total Project Costs	\$568,555
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FUNDING SOURCES

Local Match Funding

Municipal Funds	\$128,236	County* (\$71,836), Town (\$56,400)
Landowner Donation		
In-Kind	\$12,500	
Other (foundation, federal, etc.)	\$0	Identify:
Subtotal	\$140,736	
% of total project costs	25%	

State Funding

State Funding	\$427,819	Includes Additional Amount Requested of State:
% of total project costs above	75%	\$46,310

--

Monies Contributed by State/County/Town	\$556,055
Amount to be paid to Landowner:	\$533,390
Amount to be reimbursed/paid to DLC:	\$22,665

MONITORING AGREEMENT

THIS AGREEMENT, made this day of , 2010, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), the **TOWN OF RED HOOK**, a municipal corporation with offices at 7340 South Broadway, Red Hook, New York 12571 (the "Town"), and **DUTCHESS LAND CONSERVANCY, INC.**, with offices at 4289 Route 82, Millbrook, New York 12545 (hereinafter referred to as the "Conservancy").

WITNESSETH:

WHEREAS, the County, the Town and the Conservancy have been cooperating to implement a Farmland Protection Grant from the New York State Department of Agriculture and Markets (NYS Grant No. C800617), which will result in the acquisition of a Conservation Easement of approximately 82.06 acres on a portion of Mead Orchards, not now subject to a conservation easement, located on New York State Route 9 (Albany Post Road) in the Town of Red Hook, Dutchess County, New York (the "Property"), and

WHEREAS, as a result thereof, the Conservancy and the County shall co-hold the Conservation Easement for Mead Orchards and Town shall have third party enforcement rights with each assuming such rights, obligations, and responsibilities as set forth therein, and

WHEREAS, the Conservancy, in its role as a conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as a co-holder of the Conservation Easement, shall make its services available to the County and Town to monitor and administer this Conservation Easement, and

WHEREAS, this Agreement shall further define those rights, obligations and responsibilities, now, therefore it is mutually agreed by and between the parties as follows:

1. SCOPE OF SERVICES. While the County and Town have the right to enforce the Conservation Easement, the Conservancy is primarily responsible for enforcement thereof and monitoring the Property in a systematic manner to ensure compliance with the terms of the Conservation Easement, all further set forth in the Conservation Easement, attached hereto and incorporated herein as "Exhibit A." The Conservancy shall provide, using the standards of care that a prudent person would use in the protection and preservation of its own resources and, in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services as set forth on "Exhibit B" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services (Exhibit B) contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERMS OF AGREEMENT. This Agreement shall become effective upon the conveyance of a conservation easement of approximately 82.06 acres by Mead Orchards, LLC on the Property (Dutchess County Tax Map Number 6374-00-145750) to the Conservancy and the County and shall run for a period co-terminus with the Conservancy's term as co-holder of the Conservation Easement.

3. PAYMENT. The Conservancy has undertaken its responsibilities hereunder because the Conservation Easement to be acquired protects the agricultural values of the Property and promotes the use of sound agricultural practices, which will further its charitable purposes of preserving the natural, ecological, cultural and scenic values of the Hudson River Valley. For the assistance the Conservancy is providing to the County and the Town in achieving the County's conservation, economic and agricultural protection goals and the Town's open space goals and in recognition of the costs the Conservancy may sustain in doing so, the County as full and complete consideration for the services so rendered shall include in its application to the New York State Department of Agriculture and Markets, a request for \$10,000.00. After approval of that request by the Department, the sum of \$10,000.00 shall be paid over to the Conservancy to be used by it to defray the costs of monitoring and administering the above referenced Conservation Easement. The \$10,000.00 shall be deposited into an appropriate account and shall be subject to audit by the County Comptroller from time to time as the Comptroller, in her discretion deems appropriate. Upon termination of this Agreement or the underlying Conservation Easement, the Conservancy shall pay over to the County any funds remaining in the account up to a maximum of \$10,000.00.

4. INDEPENDENT CONTRACTOR'S STATUS. The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or office of the County or the Town, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County or Town on behalf of the Conservancy or its employees; that the Conservancy 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 County or Town; that the Conservancy shall have no workers' compensation or disability coverage through the County or Town for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County or Town for these or any other rights or privileges of an officer or employee of the County or Town.

5. INDEMNIFICATION BY THE CONSERVANCY. The Conservancy shall hold the County and Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. INDEMNIFICATION BY THE COUNTY. The County shall hold the Conservancy and the Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

7. INDEMNIFICATION BY THE TOWN. The Town shall hold the Conservancy and the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

8. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Conservancy shall maintain at its own cost the following insurance and shall provide proof thereof to the County and Town, 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.
- (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. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County and Town must be listed as additional named insureds.

Prior to Cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney and the Town Supervisor and Town Attorney at the addresses listed below:

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

Town Supervisor and Town Attorney
Town of Red Hook
7340 South Broadway
Red Hook, New York 12571

On receipt of such notice, the County and/or the Town shall have the option to cancel this Agreement without further expense or liability to the County and/or Town, or to require the Conservancy to replace any cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County and/or Town. Failure of the Conservancy to take out or maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All losses of the County or Town property shall be adjusted with and made payable directly to the County or Town, as appropriate.

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

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

additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Conservancy until the Conservancy furnishes such additional security, as is determined necessary by the County or Town.

9. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for Conservancy business. The Conservancy will ensure all of its employees and any others, discharging responsibilities pursuant to this Agreement, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

10. QUALIFICATIONS OF CONSERVANCY. The Conservancy represents it is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax-exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold Conservation Easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c); and the Conservancy covenants that it will take all actions necessary to maintain such status at all times during the term of this agreement.

The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. 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, national origin, disability or marital status.

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

12. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, Town, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report and the monitoring records shall be permanently maintained in an Archival Storage Facility. All correspondence pertaining to the Conservation Easement shall be maintained in perpetuity. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County or Town requires otherwise. In such event, the County or Town shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, the Conservancy agrees to transfer all records associated with this Agreement and the Conservation Easement to the County or to such private non-governmental organization or public agency, which has agreed to assume the responsibility of holding the Conservation Easement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County and Town.

14. EXECUTORY. This Agreement shall be deemed executory only to the extent of moneys appropriated and available to the County or the Town for the purpose of this Agreement, as specified in the County's adopted Budget, and no liability on account thereof shall be incurred by the County or the Town beyond the amount of such moneys. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

If to the County: any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Attn: Anthony De Rosa, Chief Assistant County Attorney

Dutchess County Commissioner of Planning and Development
27 High Street
Poughkeepsie, New York 12601
Attn: Kealy Salomon, Commissioner

If to the Town: any notices necessary or convenient hereunder shall be directed in writing to the Town of Red Hook Town Supervisor and Town Attorney, or their successors at their official addresses, which at present are:

Town of Red Hook
7340 South Broadway
Red Hook, New York 12571
Attn: Sue T. Crane, Town Supervisor

Town of Red Hook
7230 South Broadway
Red Hook, New York 12571
Attn: Christine Chale, Attorney for the Town

If to the Conservancy: any notices necessary or convenient hereunder shall be directed in writing to the President, or her successor at her official address, which at present is:

Dutchess Land Conservancy, Inc.
4289 Route 82
Millbrook, New York 12545
Attn: Rebecca E. C. Thornton, President

16. NON -WAIVER. Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue."

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Conservancy must promptly notify the County and Town, in writing, of each and every change of address to which service of process can be made. Service by the County and Town to the last known addresses shall be sufficient. The Conservancy will have thirty (30) calendar days after service is complete in which to respond.

21. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

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

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

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
William R. Steinhaus, County Executive

APPROVED AS TO CONTENT:

Commissioner of Planning & Development

ACCEPTED: TOWN OF RED HOOK

By: _____
Sue T. Crane, Supervisor

ACCEPTED: Dutchess Land Conservancy, Inc.

By: _____
Rebecca E. C. Thornton, President

EXHIBIT "A"
CONSERVATION EASEMENT

EXHIBIT "A"

CONSERVATION EASEMENT

(see copy attached to Grant Agreement)

EXHIBIT "B"

SCOPE OF SERVICES

EXHIBIT B SCOPE OF SERVICES

The parties recognize that this Scope of Service outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

- In-person site visit and/or fly over property by aerial over flight by Conservancy staff to ensure compliance with the Conservation Easement.

B. Minimum Frequency for Monitoring Visits

- Aerial monitoring to occur annually, typically in the late fall when the foliage is off vegetation. Ground monitoring of the property to occur approximately once every three to four years. Monitoring during hunting season will be avoided.

C. Procedure

- Verify property ownership before monitoring to detect any changes.
- Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the visit.
- Review baseline file including:
 - (1) Conservation Easement or Conservation Easement Summary
 - (2) Baseline documentation maps and photographs
 - (3) Existing Conditions Report
 - (4) Previous monitoring records

D. Ground Monitoring

- Visit property, bringing:
 - (1) easement summary
 - (2) copy of easement
 - (3) camera, back up camera
 - (4) survey plan (or other detailed map)
 - (5) baseline documentation map showing site features (or topographic map with property boundaries drawn in)
 - (6) easement inspection form/monitoring log (attached hereto)
 - (7) compass, measuring tape, measuring wheel or string, fluorescent flagging, bug repellent (in season), sturdy clothing, boots, blaze orange/red hat and/or vest/jacket, whistle, compass, pens/pencils, field notebook, scale, Swiss army knife, water bottle, etc.
 - (8) photo location map/baseline photos
 - (9) copy of baseline map to make notes on
- Meet with landowner (upon request), review easement terms, answer any questions
- Inspect property:
 - (1) find and walk boundaries
 - (2) check any likely trouble spots

- (3) check special conservation features, e.g. location of rare plants
- (4) note any significant changes, natural or manmade
- (5) photograph changes or trouble area and map photo locations on baseline copy
- (6) fill out inspection form (this can be done back at the office using notes taken in the field)
- (7) identify problems that need follow-up

E. Aerial Monitoring

- Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the property from the air
- Prepare flight plan
 - (1) Easement summary
 - (2) Camera, back up camera
 - (3) Baseline documentation map showing features (or topographic map of aerial photograph with property boundaries drawn in)
 - (4) Notebook, pens/pencils
- Note any changes/questionable areas and take photographs
- Follow up questionable areas with on-the-ground inspection

F. Post-Inspection Record Keeping

- Fill out inspection form, sign and date it
- Key new photos to map using field notes and map; label and file photographs in baseline file
- Send landowner letter summarizing findings
- Send County and Town letter summarizing findings
- Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep one copy in the office for reference.

G. Landowner Relationships

- Landowner Contact – a good working relationship with the landowner is fundamental to a successful stewardship program
 - (1) Build a spirit of cooperation, beginning before easements are signed
 - (2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect
 - (3) Personally contact a new landowner any time land changes hands, even within the same family
 - (4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
 - (5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

- In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County and Town in writing within 48 hours of the discovery.

- The Conservancy, as lead monitor, will then notify the landowner about the violation
- The Conservancy shall try to resolve the problem through negotiation
 - (1) Establish plan for restoration and set a deadline for compliance
 - (2) Follow up all contacts in writing, via certified mail
 - (3) Inspect restoration work and document compliance
- Consult County Attorney's office and Town Supervisor if violation activity continues or if landowner refuses to cooperate with restoration plan.

Roll call vote on the foregoing Resolution No. 2010180 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010181

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, COOPER, HUTCHINGS, HORTON, WEISS, BOLNER, INCORONATO, and MACAVERY 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 in 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 July 12, 2010, as the date for a Public Hearing pursuant to the recommendations of the Agriculture and Farmland Protection Board at 7:30 o'clock 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



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

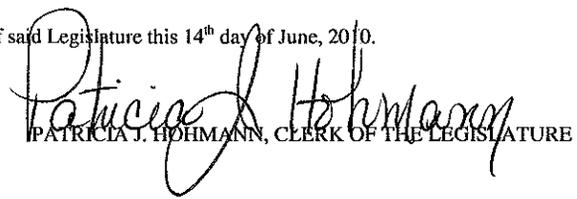
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

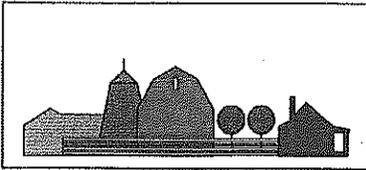
This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

Date 6/17/2010

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE



**Agriculture and
Farmland
Protection
Board of Dutchess
County**

Harry Baldwin
Chairman
845/266-5378

Art Collings
Vice Chairman
Dutchess Land Conservancy
845/677-3002 Ext.100

Peter Coon
Coon Brothers Partnership
845/373-8328

Dave Fraleigh
Rose Hill Farm
845/758-9221

Joann Knapp
Crosswinds Equestrian Center
845/223-7433

John Utter
Utter Brothers
845-855-1130

DC Soil & Water
Conservation District
845/677-3620

Gary Cooper
DC Legislator
(H) 518/398-7687
(C) 518/821-0660

Jennifer Fimbel
Cornell Cooperative Extension
845/677-8223

Kathy Myers
DC Real Property Tax
Service Director
845/486-2140

Kealy Salomon
DC Commissioner of
Planning and Development
845/486-3600

June 4, 2010

Mr. Robert Rolison
Chairman of the Dutchess County Legislature,
Ms. Patricia Hohmann, Clerk of the Legislature
Mr. James Miccio, Chair, Environmental Subcommittee
22 Market Street
Poughkeepsie, NY 12601

Re: 2010 Annual Amendments to Dutchess County Agricultural
Districts Pursuant to NYS Agriculture and Markets
Law Article 25AA –Agricultural Districts Section 303-b

Dear Mr. Rolison, Ms. Hohmann, and Mr. Miccio:

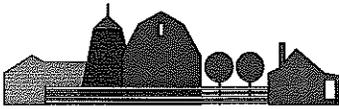
At its June 2nd meeting, the Farmland Protection Board met to consider applications received during the period April 15th to May 14th pursuant to Section 303-b of the Agricultural Districts Law. As you know, during that time landowners may apply to have their agriculturally viable land included in the Agricultural Districts.

With the assistance of the Soil and Water Conservation District, the Board has reviewed these applications. Based on this review, the Board has issued a resolution to the Legislature recommending the inclusion of 55 parcels in the County's four Agricultural Districts. I have provided Deputy Clerk Morris with electronic copies of this resolution as well as the draft minutes for this meeting. Early next week we will be providing you with copies of the landowner applications along with maps for each property.

Please let me know if you have any questions. Thank you very much.

Sincerely,

Art Collings
Vice Chairman



**Agriculture and
Farmland
Protection
Board of Dutchess
County**

Harry Baldwin
Chairman
845/266-5378

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Crosswinds Equestrian Center
845-223-7433

John Kalin
DC Soil & Water
Conservation District

Gary Cooper
DC Legislator
(H) (518) 398-7687; (B) (518) 943-
0155; (Fax) (518) 398-0053
(Cell) (518) 821-0660

Jennifer Fimbel
Cornell Cooperative Extension
845/677-8223

Kathy Myers
DC Real Property Tax
Service Director
845/486-2140

Kealy Salomon
DC Commissioner of
Planning and Development
845/486-3600

**Resolution
of the
Dutchess County Farmland Protection Board**

At a meeting of the Dutchess County Farmland Protection Board ("Board") held on the 2nd day of June, 2010 in Millbrook, NY, the following resolution was adopted by a vote of the entire Board, to wit:

WHEREAS, Section 303-b of the New York State Agriculture and Markets Law establishes a mechanism on an annual basis for parcels of land comprised of predominately viable agricultural land to be included within the state's Agricultural Districts; and

WHEREAS, Section 303-b of the New York State Agriculture and Markets Law sets forth the requirement that the Legislative Body in every county in New York State with existing Agricultural Districts must designate an annual 30-day period during which landowners may apply for inclusion of their agriculturally viable land in the Agricultural Districts; and

WHEREAS, Dutchess County Legislative Resolution 204098 established an annual thirty-day period extending from April 15 to May 14 during which Landowners may submit such requests to the legislature to include their properties in the Agricultural Districts; and

WHEREAS, During the one month period extending from April 15, 2010 to May 14, 2010, the Dutchess County Farmland Protection Board received such applications on behalf of the Legislature; and

WHEREAS, The Dutchess County Soil and Water Conservation District, acting as a consultant to the Board, conducted a review of the agricultural characteristics of all such applications received by the Board; and

WHEREAS, the same Dutchess County Soil and Water Conservation District, found in the process of conducting the aforementioned review that the certain parcels itemized below are located within one of the Dutchess County's four Agricultural Districts and have present a high percentage or large acreage of viable farmland as required by Section 303-b of the Agricultural Districts Law; and

WHEREAS, the same Dutchess County Soil and Water Conservation District specifically recommended that certain parcels itemized below qualify for inclusion in the Agricultural Districts due to the character of viable farmland found to be present on these properties; and

WHEREAS, the Board, in the context of the standards established by Section 303-b of the Agriculture Districts Law, has duly considered the merits of the each and every parcel application it has received; therefore be it

RESOLVED by a majority vote of the Dutchess County Agriculture and Farmland Protection Board on June 2nd, 2010, that the Board recommends to the Dutchess County Legislature that the following 55 parcels constituting a total of 2690.22 acres of land to be added to the respective Agriculture Districts pursuant to Section 303-b, including 8 parcels comprising 299.2 acres in Agricultural District 20, 16 parcels comprising 378.3 acres in Agricultural District 21, 8 parcels comprising 250.13 acres in Agricultural District 22, and 23 parcels comprising 1762.86 acres in Agricultural District 23:

Landowner	Town	SWIS Code	Parcel Number	Acres	District
1241 Rt 9G Corp (Morse)	Clinton	132400	6267-00-248998	24.26	20
Richard M & Joyce S Morse	Clinton	132400	6366-00-442907	18.52	20
Michael J & Linda W Kondor	Clinton	132400	6466-00-489307	19.62	20
Stephen S Daniel	Clinton	132400	6567-00-490232	62.30	20
Elizabeth Staats	Milan	133600	6471-00-727516	19.19	20
John & Barbara Kirkhus	Pleasant Vly	134400	6465-04-892352	27.80	20
Gerald Scott Cantini & Pouran Sinchi Majd	Red Hook	134889	6275-00-292219	22.51	20
Andrew Solomon Trustee	Rhinebeck	135089	6071-00-760185	105.00	20
Delehanty Stock Farm Inc	Amenia	132000	7068-00-176675	3.10	21
Dewitt J Benson	Amenia	132000	7164-00-406158	122.18	21
Shawn Goff	Amenia	132000	7165-00-879307	9.19	21
Donn King Potter	Pine Plains	134200	6971-00-422607	8.54	21
Donn King Potter	Pine Plains	134200	6971-00-431606	5.00	21
Stephen S Daniel	Stanford	135200	6567-00-555244	2.40	21
Keith C Sartorini	Stanford	135200	6768-00-555293	9.48	21
Keith C Sartorini	Stanford	135200	6768-00-601300	7.45	21
317 Main Mall Corp	Stanford	135200	6768-03-001182	1.50	21
Bos-Haven Farms, Inc.	Washington	135889	6763-00-146519	33.70	21
Constance Moore	Washington	135889	6764-00-080456	9.94	21
Susan Nestel & Gennaro Picone	Washington	135889	6864-00-017280	11.80	21
Elizabeth Ross Johnson Trustee	Washington	135889	6866-00-070642	19.69	21
David J Conklin	Washington	135889	6965-00-496730	36.16	21
David J Conklin	Washington	135889	6965-00-621760	72.90	21
Andrew A Lipsky & Holly M Kelly	Washington	135889	6966-00-473825	25.00	21
Doris A C Cooke	East Fishkill	132800	6455-00-604027	57.30	22
Glen P Metzger	East Fishkill	132800	6459-03-330454	46.09	22
Glen Metzger	East Fishkill	132800	6459-03-335192	36.00	22

Elizabeth H. Scheuer	East Fishkill	132800	6558-04-664105	16.44	22
Elizabeth H. Scheuer	East Fishkill	132800	6558-04-770176	33.78	22
Stephen & Regina P Sokolik	Lagrange	133400	6460-01-207884	10.25	22
Peter E Fetzer Jr	Lagrange	133400	6561-01-193983	25.81	22
Jon Levett	Wappingers	135689	6157-03-035390	24.46	22
Grape Hollow Assoc LTD	Beekman	132200	6756-00-702684	80.70	23
Grape Hollow Assoc LTD	Beekman	132200	6756-00-899582	127.25	23
Grape Hollow Assoc LTD	Beekman	132200	6756-00-899630	5.00	23
Grape Hollow Assoc LTD	Beekman	132200	6756-00-926766	124.00	23
Ferme Montagne LLC	Dover	132600	6960-00-288821	153.20	23
Ferme Montagne LLC	Dover	132600	6961-00-126272	97.10	23
Ferme Montagne LLC	Dover	132600	6961-00-213027	97.10	23
Andrew A & Jodie K Fink	Dover	132600	6963-00-525110	32.20	23
Cornelius & Patricia Landis Du Plessis	Dover	132600	7059-00-494195	74.66	23
T & E Development LP (Dushas)	Dover	132600	7062-00-346325	42.00	23
Dorothy R Bates (Penny Road Farm LLC)	Pawling	134089	6857-00-975867	222.80	23
Maryann Hegel-Dornemann	Union Vale	135400	6762-00-022947	9.58	23
Ferme Montagne LLC	Union Vale	135400	6860-00-889963	109.24	23
Ferme Montagne LLC	Union Vale	135400	6861-00-819245	84.71	23
Ferme Montagne LLC	Union Vale	135400	6861-00-890525	6.76	23
Ferme Montagne LLC	Union Vale	135400	6861-00-892460	7.67	23
Ferme Montagne LLC	Union Vale	135400	6861-00-957285	87.70	23
Ferme Montagne LLC	Union Vale	135400	6861-00-979495	40.96	23
Ferme Montagne LLC	Union Vale	135400	6960-00-001765	146.46	23
Ferme Montagne LLC	Union Vale	135400	6960-00-001999	130.61	23
Ferme Montagne LLC	Union Vale	135400	6960-00-104980	10.07	23
Ferme Montagne LLC	Union Vale	135400	6961-00-065284	55.69	23
Stone Hill Manor II, LLC	Union Vale	135400	6963-00-140426	17.40	23

these said parcels being recommended due to the character of viable farmland documented to be present on said parcels; and be it further

RESOLVED that the Board recommends to the Dutchess County Legislature that the following two parcels totaling 43.35 acres, for which applications were received, be rejected for inclusion in the Agricultural Districts:

Seith Allt	Clinton	132400	6267-00-567590	22.70	20
Ralph & Janice Casale	Clinton	132400	6467-00-730949	20.65	20

these said parcels being recommended for rejection rather than inclusion due to fact that the character of land on said parcels does not meet the criteria of viable farmland stipulated in Section 303-b of the Agricultural Districts Law; and be it further

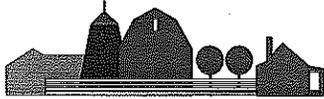
RESOLVED that in support of the above recommendations, the Board shall submit to the Legislature the following materials: 1) copies of all applications received 2) copies of the

review materials prepared by the Dutchess County Soil and Water Conservation District in association with all applications received, 3) copies of the minutes of the June 2nd, 2010 meeting of the Board.

IN WITNESS WHEREOF, I, Harry Baldwin, Chairman of the Dutchess County Farmland Protection Board, certify that the foregoing resolution was adopted by Board at its June 2nd, 2010 meeting.

Harry W. Baldwin

Date 6-2-10



**Agriculture and
Farmland
Protection
Board of Dutchess
County**

Harry Baldwin
Chairman
845/266-5378

Art Collings
Vice Chairman
Dutchess Land Conservancy
845/677-3002 Ext.100

Peter Coon
Coon Brothers Partnership
845/373-8328

Dave Fraleigh
Rose Hill Farm
845/758-9221

Joann Knapp
Crosswinds Equestrian Center
845/223-7433

John Utter
Utter Brothers
845-855-1130

DC Soil & Water
Conservation District
845/677-3620

Gary Cooper
DC Legislator
(H) 518/398-7687
(C) 518/821-0660

Jennifer Fimbel
Cornell Cooperative Extension
845/677-8223

Kathy Myers
DC Real Property Tax
Service Director
845/486-2140

Kealy Salomon
DC Commissioner of
Planning and Development
845/486-3600

**Minutes of the June 2, 2010 Meeting
Dutchess County Agriculture and
Farmland Protection Board
Draft**

PRESENT
Harry Baldwin
Art Collings
Kathy Meyers
Gary Cooper
Kealy Salomon

ABSENT

Joanne Knapp
Dave Fraleigh

John Utter
Peter Coon
Jennifer Fimbel

Advisers
Marilyn Howard
Dave Teter
Noela Hooper
Ed Hoxsie

1. The April 15, 2010 meeting of the Dutchess County Ag and Farmland Protection Board was called to order at 7:05 by Chairman Harry Baldwin.
2. The minutes of the April 15, 2010 meeting were approved with the deletion of a sentence in the town plan section on a motion by Art Collings, 2nd by Kathy Myers. Motion Carried.
3. Ag Data Statements: Town of Clinton- #6466-00-590235, Mike and Linda Kondor, 83 Allen Rd., Salt Point, Gary Cooper made the motion that the change of use of the house to a care center would not impact agriculture, Art Collings second, carried.
4. County Farmland Protection Plan Update application Status: Jennifer Fimbel spoke with John Brennan and came to the conclusion that the application should be submitted with a few changes.
5. Town Farmland Protection Plans: Clinton has completed their plan and is coming to the next meeting to present their plan. Town of North East still has some confusion on the plan but should vote soon. The Town of Washington is thinking about applying to make a plan.
6. Pending PDR projects status:
 - Money for Meads is in the county and they should close by the end of June.
 - Marshall's, Smith's, Locust Grove and Bos Haven have been extended and the legislature will vote on going ahead with the process.
 - Morgenthau, Fishkill Farms – legislature will vote on the contract
7. Future Seminar ideas: Harry Baldwin suggested a one sheet guide to show the difference between the Ag District and Ag Assessment. Dave Teter

brought up the idea of a Legislative Tour to educate the leaders. Kathy Meyers mentioned the Assessors meeting will feature Mark Twentyman from ORPS.

8. 2010 Agricultural Districts Annual Inclusion: Ed Hoxsie presented the Board with the applications that were received during the April 15 to May 14 enrolment period designated by the Legislature. Based on the details of the application, as well as on mapping they completed, the Soil and Water Conservation District made recommendations to the board on each of the applications. The Board then discussed and voted on each application separately. Based on the recommendations of Soil and Water, the Board voted to recommend to the Legislature including 55 parcels on 2690.22 acres of land to the districts, including 8 parcels comprising 299.2 acres in Agricultural District 20, 16 parcels comprising 378.3 acres in Agricultural District 21, 8 parcels comprising 250.13 acres in Agricultural District 22, and 23 parcels comprising 1762.86 acres in Agricultural District 23. Two parcels totaling 43.35 acres were recommended not be included. In addition, Ed reported that applications were received on 28 parcels (totaling 1690.3 acres) that are already enrolled the one of the agricultural districts. Details of the Board's approval process for are contained as an attachment to these minutes.

Next Meeting: July 6, 2010 7PM

Meeting Adjourned - Motion made by Kealy Salomon

DCARLPE June 3rd Minutes-Attachment: 2010 Agricultural Districts Applications

Dist #	Landowner	Property Address	Town	SVIS	Parcel #	Acres	Date Recvd	Currently In Dist Yes/No	DCS/WD Rec'd Yes/No	Comments From DCS/WD St + Statewide Important Soils P = Prime Soils	DCARLPE Discussion Motion & Approval Yes or No
20	1241 Rt 86 Corp	2277-2293 Rt 9G	Clinton	132400	6267-00-248988	24.26	4/22/10	N	Y	St & P Soils - Currently Farmed	Discussion: The property is owned by Richard Morse (see below). Motion to recommend including by Art, second, Gary, carried.
20	Sarah Alb	156 Hollow Rd	Clinton	132400	6267-00-597590	22.70	4/23/10	N	N	Existing Mine - No Visible Farming Seen	Discussion: The property consists principally of a gravel pit filled with water, with no evidence of the agricultural use claimed in the application. Motion to recommend not including by Art, second Gary, carried.
20	Richard M & Joyce S Morse	610 Hollow Rd	Clinton	132400	6366-00-442907	18.52	4/22/10	N	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Kealy, second, Kathy, carried.
20	Michael J & Linda W Kondor	Allen Rd	Clinton	132400	6466-00-489307	19.62	5/3/10	N	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Gary, second, Kealy, carried.
20	Ralph & Janice Casala	193 Schutzenle Rd	Clinton	132400	6467-00-730949	20.66	5/11/10	N	N	Wooded Estate - No Visible Farming Seen	Discussion: The property is almost entirely wooded. There is a small fenced in area less than an acre next to the house. The soils on the remainder of the property are unsuitable for pasture. Motion to recommend not including by Gary, second, Kealy, carried.
20	Stephen S Daniel	2579 Sak Point Pike	Clinton	132400	6467-00-490232	62.30	4/22/10	N	Y	St & P Soils - Currently Farmed	Discussion: None. Motion to recommend including by Art, second, Kealy, carried.
20	Elizabeth Staats	4-8 Hidden Hollow Trail	Milan	139600	6471-00-727516	19.19	5/14/10	N	Y	St Soils - Horse Operation - Farmed	Discussion: None. Motion to recommend including by Gary, second, Kealy, carried.
20	Patrick J & Deanna L Rowland	36 Coachman Way	Pleasant Vly	134400	6365-04-787021	26.29	4/18/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
20	John & Barbara Kirkhus	148 Scout Rd	Pleasant Vly	134400	6465-04-892352	27.80	5/12/10	N	Y	St & P Soils - Currently Farmed	Discussion: None. Motion to recommend including by Gary, second, Kealy, carried.
20	Gerald Scott Centini & Purnan Simohi Majid	194 Lasher Rd	Red Hook	134889	6275-00-292219	22.51	5/12/10	N	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Art, second, Peter, carried.
20	Katherine G Stewart & Carlos Gonzalez	236 Spring Lake Rd	Red Hook	134889	6373-00-629627	26.00	5/13/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
20	Katherine G Stewart & Carlos Gonzalez	234 Spring Lake Rd	Red Hook	134889	6373-00-636581	68.66	5/13/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
20	Katherine G Stewart & Carlos Gonzalez	238 Spring Lake Rd	Red Hook	134889	6373-00-676680	6.00	5/13/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
20	Andrew Solomon Trustee	367 Iver Rd	Rhinebeck	136089	6071-00-760185	105.00	5/13/10	N	Y	St & P Soils - Currently Farmed	Discussion: None. Motion to recommend including by Kealy, second, Gary, carried.
21	Deborah Stock Farm Inc	568 Smithfield Valley Rd	Amenia	132000	7066-00-176675	3.10	4/29/10	N	Y	Part Of Larger Farm Operation	Discussion: None. Motion to recommend including by Gary, second, Art, carried.
21	Devitt J Benson	323 Poplar Hill Rd	Amenia	132000	7164-00-406168	122.18	4/28/10	N	Y	St Soils - Currently Farmed - Crop	Discussion: None. Motion to recommend including by Peter, second, Kealy, carried.

DCAFLPB June 3rd Minutes-Attachment: 2010 Agricultural Districts Applications

Dist #	Landowner	Property Address	Town	SHIS	Parcel #	Acres	Date Recvd	Currently In Dist Yes / No	DCSHWC Recmd Yes / No	Comments From DCSHWC St - Statewide Important Soils P = Prime Soils	OCAFLPB Discussion Motion & Approval	
											Yes or No	Yes or No
21	Shawn Golf	Bag Hollow Rd	Amenia	132000	7166-00-879307	9.19	4/28/10	N	Y	St & P Soils - Currently Farmed	Discussion: None. Motion to recommend including by Art, second, Peter, carried.	
21	Dann King Potter	85 Johnny Cake Hollow Rd	Pine Plains	134200	6971-00-427607	8.54	5/14/10	N	Y	Part of larger farm operation	Discussion: None. Motion to recommend including by Gary, second, Art, carried.	
21	Dann King Potter	82 Johnny Cake Hollow Rd	Pine Plains	134200	6971-00-431606	5.00	5/14/10	N	Y	St Soils - Currently farmed	Discussion: None. Motion to recommend including by Gary, second, Art, carried.	
21	Stephen S Daniel	2679 Sak Point Pike	Stanford	135200	6967-00-555244	2.40	4/22/10	N	Y	Contiguous To Parcel 4500232 Town Of Clinton	Discussion: None. Motion to recommend including by Kealy, second, Kathy, carried.	
21	Keith C Samporni	34 Bangall Amenia Rd	Stanford	135200	6768-00-555293	9.48	4/21/10	N	Y	New Farm - Specialty - Alpaca	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.	
21	Keith C Samporni	36 Bangall Amenia Rd	Stanford	135200	6768-00-601300	7.45	4/21/10	N	Y	New Farm - Specialty - Alpaca	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.	
21	317 Main Mail Corp	Route 82	Stanford	135200	6768-03-051182	1.50	4/22/10	N	Y	St Soils - AS Per Ag & Markets Description Fits	Discussion: This property is the site of a popular farm stand in the commercial district along Route 82 in the hamlet of Stanfordsville. The land is owned by two nearby farm landowners. There is also other nearby land in the Ag. District. Concern was expressed that this could create a precedent for establishing Ag. District properties in other town centers, and that landowners could attempt to circumvent zoning. But it was also noted that Town Zoning regulations will still apply to the property, and that only recognized agricultural activity has Ag. District protection. In addition, it was also noted that Soil and Water recommended approval on the basis of conversation with Ag and Markets about this property. Motion to recommend including by Gary, second, Peter, carried.	
21	Bos-Haven Farms, Inc.	Oak Summit Rd	Washington	135889	6763-00-146519	33.70	5/12/10	N	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Art, second, Gary, carried.	
21	Constance Labore	541 South Rd	Washington	135889	6764-00-080455	9.94	4/19/10	N	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Peter, second, Gary, carried.	
21	Elizabeth Ross Johnson & Tag Assoc.	Bangall Rd	Washington	135889	6766-00-698822	57.28	5/4/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.	
21	Susan Nestel & Genaro Prouse	36 Hoxie Rd	Washington	135889	6864-00-017280	11.80	4/27/10	N	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Peter, second, Art, carried.	
21	Elizabeth Ross Johnson	11190 Mabbettsville Rd	Washington	135889	6865-00-434827	13.90	5/4/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	795 Shurpique	Washington	135889	6866-00-034976	1.00	5/4/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.	

DCAFLPB June 3rd Minutes Attachment: 2010 Agricultural Districts Applications

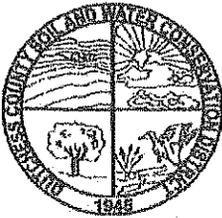
Dist #	Landowner	Property Address	Town	SWIS	Parcel #	Acres	Date Recvd	Currenty In Dist		DCSWCD Recmd	Comments From DCSWCD		DCAFPD Discussion Motion & Approval Yes or No
								Yes / No	No / Yes		St = Statewide Important Soils	P = Prime Soils	
21	Elizabeth Ross Johnson	Bengall Rd	Washington	135889	6866-00-067530	25.27	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson Trustee	534 Bengall Rd	Washington	135889	6866-00-070642	19.69	5/4/10	N	Y	Y	St Soils - Currently Farmed	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.	
21	Elizabeth Ross Johnson	Shunpike - Rear	Washington	135889	6866-00-120827	5.00	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N Mabbettsville Rd	Washington	135889	6866-00-200660	21.14	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N 509-515 Mabbettsville Rd	Washington	135889	6866-00-230595	60.32	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N 543-545 Mabbettsville Rd	Washington	135889	6866-00-262814	204.57	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N 461 Mabbettsville Rd	Washington	135889	6866-00-268487	82.61	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N Mabbettsville Rd	Washington	135889	6866-00-334392	57.43	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N 435 Mabbettsville Rd	Washington	135889	6866-00-422454	1.87	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N Mabbettsville Rd	Washington	135889	6866-00-432201	35.93	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N Mabbettsville Rd Rear	Washington	135889	6866-00-432656	2.31	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	N Mabbettsville Rd	Washington	135889	6866-00-476588	49.46	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	72 Andrew Haight Rd	Washington	135889	6866-00-666227	581.30	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	Elizabeth Ross Johnson	Kennels Rd Rear	Washington	135889	6866-00-711446	32.98	5/4/10	Y				This property is already enrolled in the Agricultural District, so no action was taken.	
21	David J Conkin	672 Tower Hill Rd	Washington	135889	6866-00-498700	38.16	5/7/10	N	Y	Y	Currently Farmed - Adjins 621760 parcel	Discussion: None. Motion to recommend including by Art, second, Kealy carried	
21	David J Conkin	672 Tower Hill Rd	Washington	135889	6866-00-621760	72.90	5/7/10	N	Y	Y	St & P Soils - Farmed - Adjins 496730	Discussion: None. Motion to recommend including by Art, second, Kealy, carried.	
21	Andrew A. Ipsley & Holly M. Kelly	4431 Route 44	Washington	135889	6866-00-473825	25.80	5/1/10	N	Y	Y	St Soils / Currently Farmed	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.	

DCAFLPB June 3rd Minutes-Attachment: 2010 Agricultural Districts Applications

Dist #	Landowner	Property Address	Town	SWIS	Parcel #	Acres	Date Recvd	Currently In Dist Yes/No	DCSWCD Recmd Yes/No	Comments From DCSWCD St = Statewide Important Soils P = Prime Soils	DCAFLPB Discussion Motion & Approval Yes or No
22	Doris A C Ozoke	641 Horizontown Rd	East Fishkill	132800	6455-00-604027	57.30	4/22/10	N	Y	Specialty Farm	Discussion: None. Motion to recommend including by Peter, second, Art, carried.
22	Glen P Metzger	Hillside Lake Rd Rear	East Fishkill	132800	6459-03-330454	46.09	5/14/10	N	Y	Contiguous To Exist Farm	Discussion: None. Motion to recommend including by Kealy, second, Peter, carried.
22	Glen Metzger	350 Hillside Lake Rd Rear	East Fishkill	132800	6459-03-335192	36.90	5/14/10	N	Y	Contiguous To Exist Farm	Discussion: None. Motion to recommend including by Kealy, second, Peter, carried.
22	Elizabeth H. Scheuer	25 Phillips Rd	East Fishkill	132800	6558-04-654105	16.44	5/14/10	N	Y	St & P Soils / Farmed	Discussion: None. Motion to recommend including by Art, second, Peter, carried.
22	Elizabeth H. Scheuer	20 Phillips Rd	East Fishkill	132800	6558-04-770176	33.78	5/14/10	N	Y	St & P Soils / Farmed	Discussion: None. Motion to recommend including by Art, second, Peter, carried.
22	Stephen & Regina P Sokolik	970 Freedom Plains Rd	Lagrange	132400	6460-01-207884	10.25	4/19/10	N	Y	Farmed / Horse Operation	Discussion: None. Motion to recommend including by Kealy, second, Art, carried.
22	Peter E. Felzer Jr	168-170 Mountain Rd	Lagrange	132400	6581-01-193983	25.81	4/22/10	N	Y	Sugar Bush / Adjacent To Ag District	Discussion: None. Motion to recommend including by Kealy, second, Art, carried.
22	Jon Levett	32 Ketchambown Rd	Wappingers	135699	6157-03-036390	24.46	4/21/10	N	Y	St Soils / New Farm - Tree Farm	Discussion: None. Motion to recommend including by Kealy, second, Kathy, carried.
22	Sydney G Corbin	Diddlell Rd	Wappingers	135699	6369-01-480600	54.77	4/19/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
22	Sydney & Donald Corbin	65 Diddlell Rd	Wappingers	135699	6369-03-285420	88.64	4/19/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
23	Frog Hollow Dev Corp	Greenhaven Rd	Beekman	132200	6657-00-658364	17.98	5/11/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
23	Frog Hollow Dev Corp	57 Greenhaven Rd	Beekman	132200	6657-00-704903	43.60	5/11/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
23	Frog Hollow Dev Corp	Greenhaven Rd	Beekman	132200	6658-00-570507	27.25	5/11/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
23	Grape Hollow Assoc LTD	Olcott Hill Rd	Beekman	132200	6755-00-702684	80.70	4/26/10	N	Y	Diversified Farm operation	Discussion: None. Motion to recommend including by Peter, second, Kealy carried.
23	Grape Hollow Assoc LTD	Grape Hollow Rd	Beekman	132200	6756-00-899582	127.25	4/26/10	N	Y	Diversified Farm operation	Discussion: None. Motion to recommend including by Peter, second, Kealy carried.
23	Grape Hollow Assoc LTD	Grape Hollow Rd	Beekman	132200	6756-00-899630	5.00	4/26/10	N	Y	Diversified Farm operation	Discussion: None. Motion to recommend including by Peter, second, Kealy carried.
23	Grape Hollow Assoc LTD	Grape Hollow Rd	Beekman	132200	6756-00-926786	124.00	4/26/10	N	Y	Diversified Farm operation	Discussion: None. Motion to recommend including by Peter, second, Kealy carried.
23	Ferme Montagne LLC	Quintan Rd Rear	Dover	132600	6960-00-288821	153.20	4/26/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Cooperscorn Rd	Dover	132600	6961-00-126272	97.10	4/26/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Cooperscorn Rd	Dover	132600	6961-00-219027	97.10	4/26/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Andrew A & Joelle K Fink	110 Halls Corners Rd	Dover	132600	6963-00-526110	32.20	4/26/10	N	Y	P Soils - Currently Farmed	Discussion: None. Motion to recommend including by Art, second, Peter, carried.

DCAFLPB June 3rd Minutes Attachment: 2010 Agricultural Districts Applications

Dist #	Landowner	Property Address	Town	SWIS	Parcel #	Acres	Date Recvd	Currently In Dist Yes / No	DCSWCD Recmd Yes / No	Comments From DCSWCD St = Statewide Important Soils P = Prime Soils	DCAFLPB Discussion Motion & Approval Yes or No
23	Cornelius & Patricia Lands Du Plessis	Gobblers Knob Rd	Dover	132600	7059-00-494135	74.65	5/12/10	N	Y	Specy Crop - Farmed	Discussion: None. Motion to recommend including by Peter, second, Kealy, carried.
23	T & E Development LP	2699 Route 22	Dover	132600	7052-00-346325	42.00	4/21/10	N	Y	St & P Soils - Farmed	Discussion: None. Motion to recommend including by Gary, second, Kealy, carried.
23	Dorothy R Bates	Penny Rd	Pawling	134089	6857-00-975687	222.80	4/22/10	N	Y	Part of Pawling Mountain Land Corp	Discussion: None. Motion to recommend including by Kathy, second, Gary, carried.
23	Maryann Hiegs-Dornemann	15 Veibank Club Rd	Union Vale	135400	6762-00-022947	9.58	5/14/10	N	Y	St & P Soils - Farmed	Discussion: None. Motion to recommend including by Art, second, Gary, carried.
23	Ferme Montagne LLC	Mack Rd	Union Vale	135400	6860-00-888963	109.24	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Mack Rd	Union Vale	135400	6861-00-819245	84.71	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Mack Rd	Union Vale	135400	6861-00-890525	6.76	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Mack Rd	Union Vale	135400	6861-00-892460	7.67	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	297 Mack Rd	Union Vale	135400	6861-00-957285	87.70	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	287 Mack Rd	Union Vale	135400	6861-00-979495	40.96	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Quinlan Rd	Union Vale	135400	6960-00-001765	146.46	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Quinlan Rd	Union Vale	135400	6960-00-001969	130.61	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Quinlan Rd Rear	Union Vale	135400	6960-00-104980	10.07	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Ferme Montagne LLC	Mack Rd Rear	Union Vale	135400	6961-00-065284	55.69	4/20/10	N	Y	Deer Farm	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Stone Hill Manor II, LLC	995 Chestnut Ridge Rd	Union Vale	135400	6963-00-080467	74.73	5/14/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.
23	Stone Hill Manor II, LLC	Chestnut Ridge Rd	Union Vale	135400	6963-00-140428	17.40	5/14/10	N	Y	St & P Soils - Currently Farmed	Discussion: None. Motion to recommend including by Gary, second, Peter, carried.
23	Stone Hill Manor II, LLC	Chestnut Ridge Rd	Union Vale	135400	6963-00-172366	23.01	5/14/10	Y			This property is already enrolled in the Agricultural District, so no action was taken.



DUTCHESS COUNTY SOIL AND WATER CONSERVATION DISTRICT

2715 Rt.44, Suite 3

Millbrook, N.Y. 12545

Phone (845) 677-8011 ext. 3 Fax (845) 677-8354

www.dutchessswcd.org

APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14

APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED

*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: John & Barbara Kirkhus

Farm name / Corporation: _____

Owners Mailing Address: 148 Scout Rd
City: Salt Point State: NY Zip: 12578
Phone #: 845 245-5410
E-mail Address: j.kirkhus@att.net

PARCEL INFORMATION

Town Of: Pleasant Valley
Parcel Number: 13200-6257-00-987436-0000
(Example: 132000 - 6257 - 00 - 987436 - 0000)
Parcel Acres: 27.8 NO

Town Of: _____
Parcel Number: _____
(Example: 132000 - 6257 - 00 - 987436 - 0000)
Parcel Acres: _____

Town Of: _____
Parcel Number: _____
(Example: 132000 - 6257 - 00 - 987436 - 0000)
Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): John Kirkhus

Signed: John Kirkhus

Date: 5/12/10

OFFICIAL USE ONLY

DATE RECEIVED: 5/12/10 APPROVED: DISSAPPROVED: _____
AG DIST #: 20 AFFB SIGNATURE: Alamy W. B. Baldwin

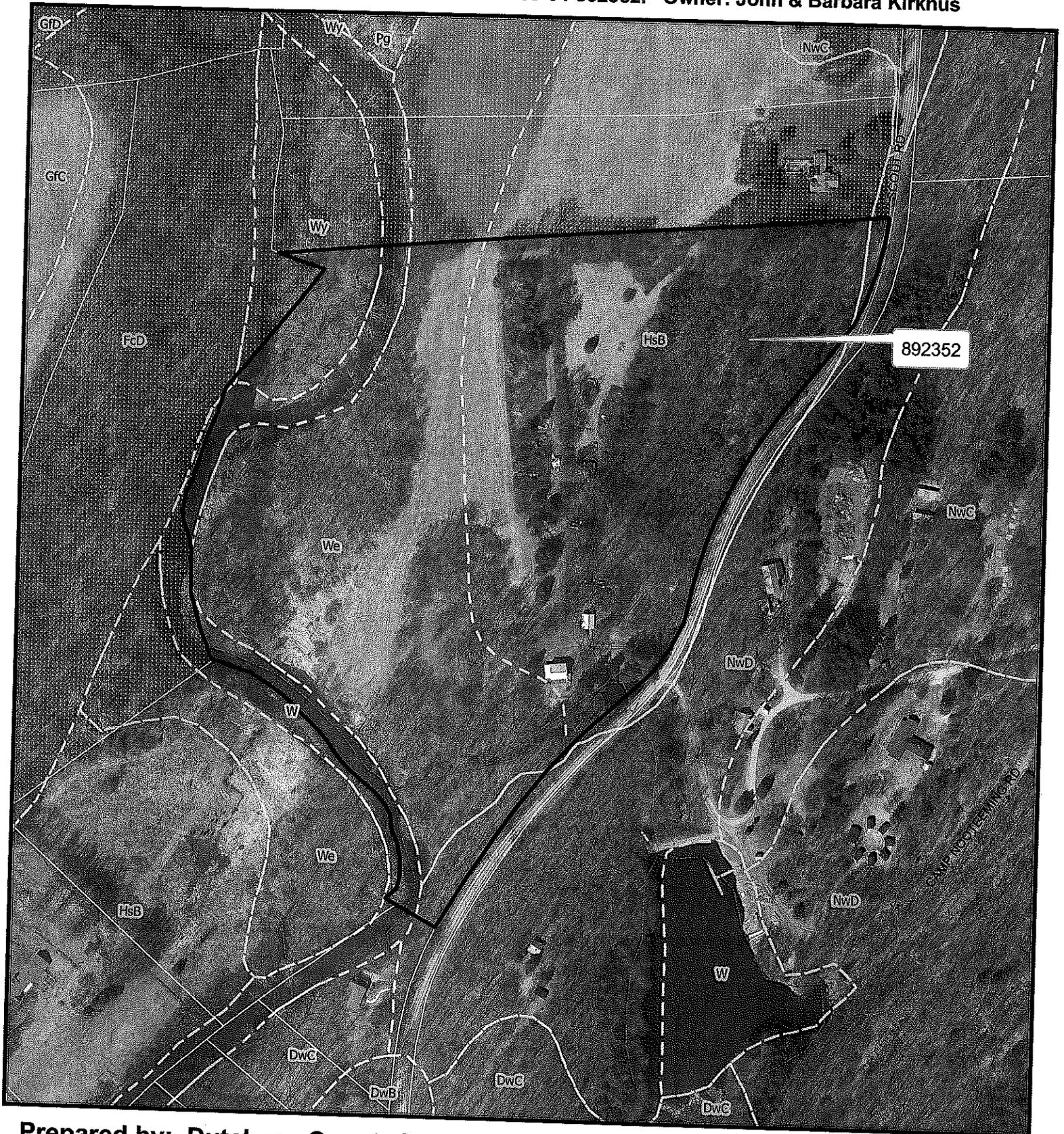
AN EQUAL OPPORTUNITY EMPLOYER

EDITION 04/2010

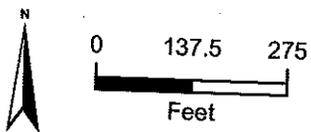
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Pleasant Valley - Dutchess County, New York

Parcel ID number to be added: 134400-6465-04-892352. Owner: John & Barbara Kirkhus

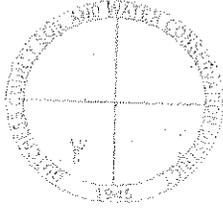


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

**APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: RICHARD MORSE

Farm name / Corporation: _____

Owners Mailing Address: 610 Hollow RD
 City: STAATSBURG State: NY Zip: 12380
 Phone #: 266 4260
 E-mail Address: RMORSE73@yahoo.com

PARCEL INFORMATION

Town Of: CLINTON
 Parcel Number: 132400-6366-00-442907-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NO
 Parcel Acres: 18

Town Of: CLINTON
 Parcel Number: 132400-6267-00-248998-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NO
 Parcel Acres: 24

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): RICHARD MORSE

Signed: Richard Morse

Date: 4/22/10

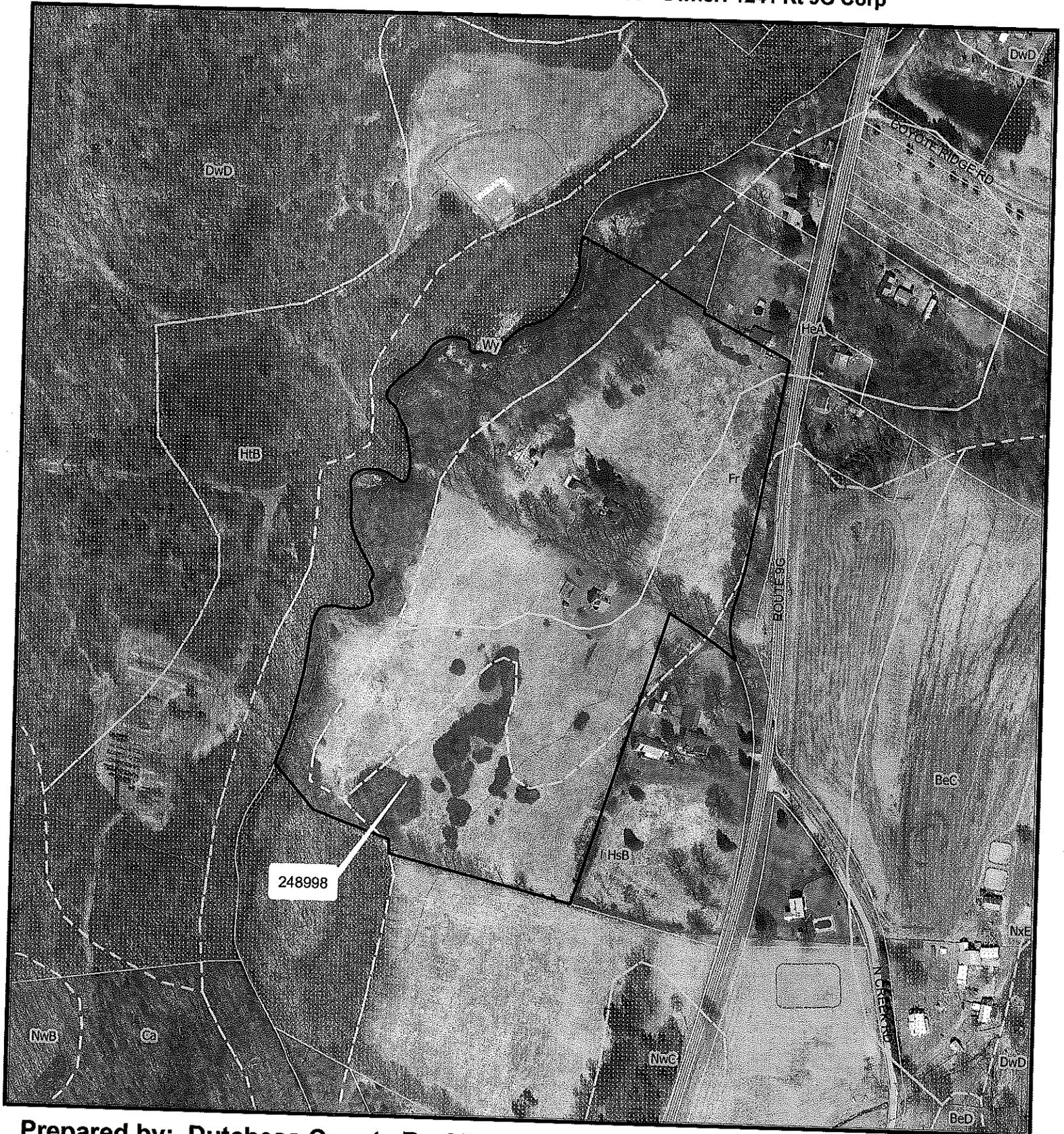
OFFICIAL USE ONLY

DATE RECEIVED: 4/22/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 20 APPB SIGNATURE: Henry W. Baldwin

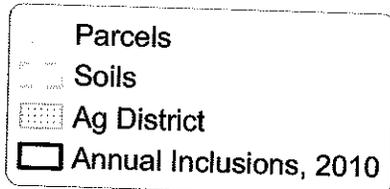
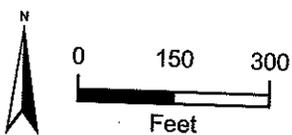
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Clinton - Dutchess County, New York

Parcel ID to be added: 132400-6267-00-248998 Owner: 1241 Rt 9G Corp



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010

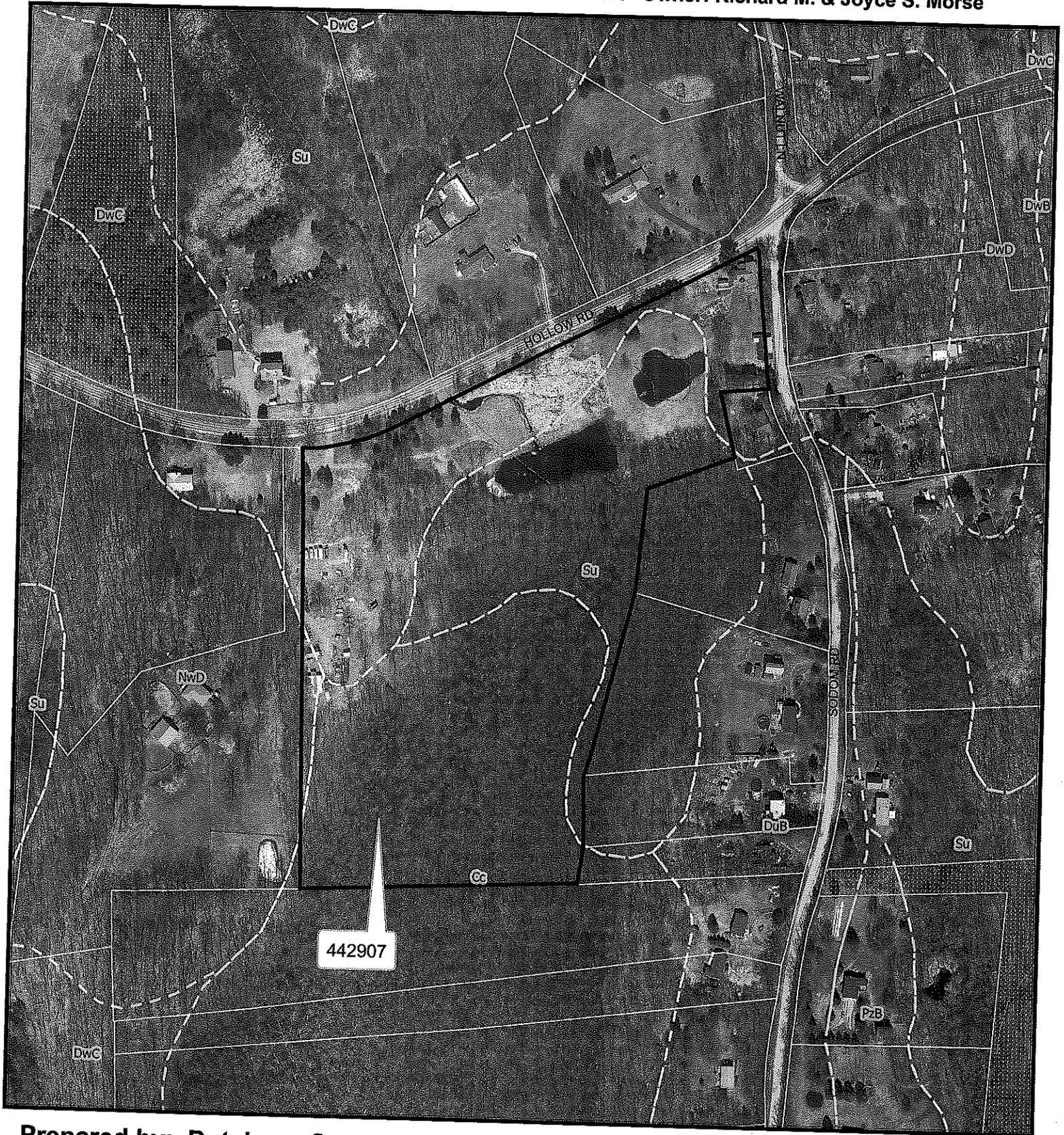


Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009

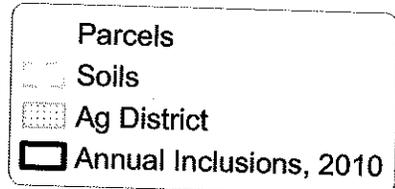
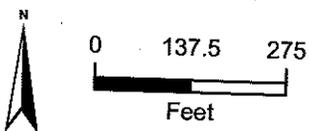
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Clinton - Dutchess County, New York

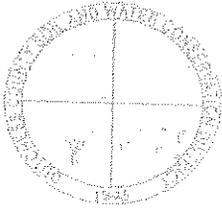
Parcel ID number to be added: 132400-6366-00-442907. Owner: Richard M. & Joyce S. Morse



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
 APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Michael J. Kondor, Linda W Kondor

Farm name / Corporation: _____

Owners Mailing Address: PO Box 273

City: SALT POINT State: NY Zip: 12578

Phone #: 845 266 3035

E-mail Address: mjklwk@aol.com

PARCEL INFORMATION

Town Of: Clinton

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Town Of: _____

Parcel Number: 6466 . 00 - 489307
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 19.62

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Linda W Kondor

Signed: Linda W. Kondor

Date: 4/30/2010

OFFICIAL USE ONLY

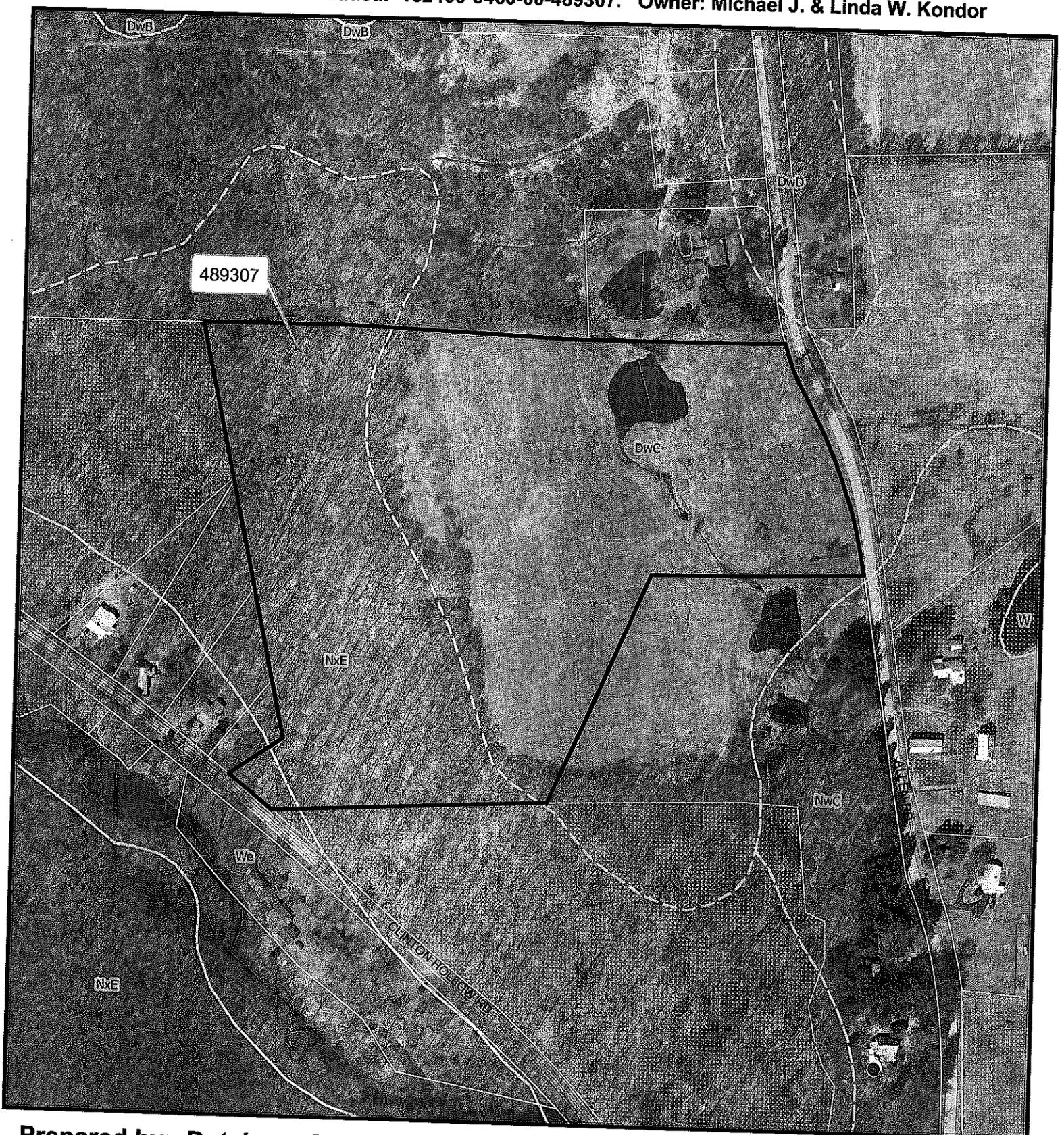
DATE RECEIVED: 5/3/10 APPROVED: DISAPPROVED: _____

AG DIST #: 20 AFPB SIGNATURE: Gary W. Baldwin

Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Clinton - Dutchess County, New York

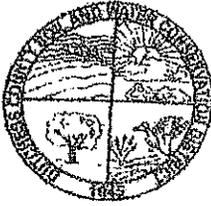
Parcel ID number to be added: 132400-6466-00-489307. Owner: Michael J. & Linda W. Kondor



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010

	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Stephen Daniel

Farm name / Corporation: _____

Owners Mailing Address: /o Cappillino & Rothschild, LLP, Seven Broad Street,
 PO Box 390 City: Pawling State: NY Zip: 12564
 Phone #: (845) 855-5444
 E-mail Address: dc@cappillino.com

PARCEL INFORMATION

Town Of: Stanford
 Parcel Number: 1 3 5 200 - 6 5 6 7 - 0 0 - 5 5 5 2 44 - 0 0 0 0
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 2.4

Town Of: Clinton
 Parcel Number: 1 3 2 4 - 00 - 65 67 - - 0 0 - 4 9 0 2 32 - 0 0 0 0
 (Example: 132000 - 6257 - 00 - 987436 - 0 000)
 Parcel Acres: 62.3

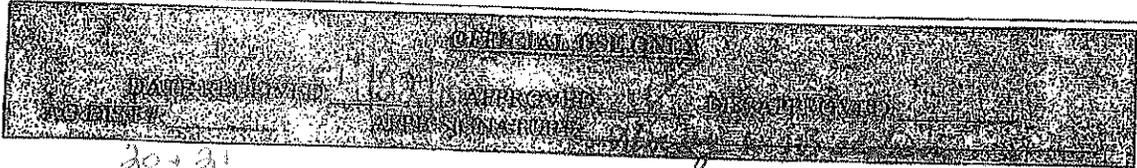
Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Stephen Daniel

Signed: [Signature]

Date: 19 April 10



30 + 31

Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Clinton - Dutchess County, New York

Parcel ID number to be added: 132400-6567-00-490232. Owner: Stephen S Daniel

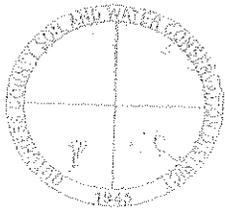


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
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APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: ELIZABETH STAATS

Farm name / Corporation: HIDDEN HOLLOW FARM RIDING CENTER INC

Owners Mailing Address: 1665 BULLS HEAD ROAD
 City: CLINTON CORNERS State: NY Zip: 12514
 Phone #: 845-876-1122
 E-mail Address: VIA

PARCEL INFORMATION

Town Of: MILAN
 Parcel Number: 133600-6471-00-727516-0000 No
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 19.19

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): ELIZABETH STAATS

Signed: Elizabeth Staats

Date: 5/13/10

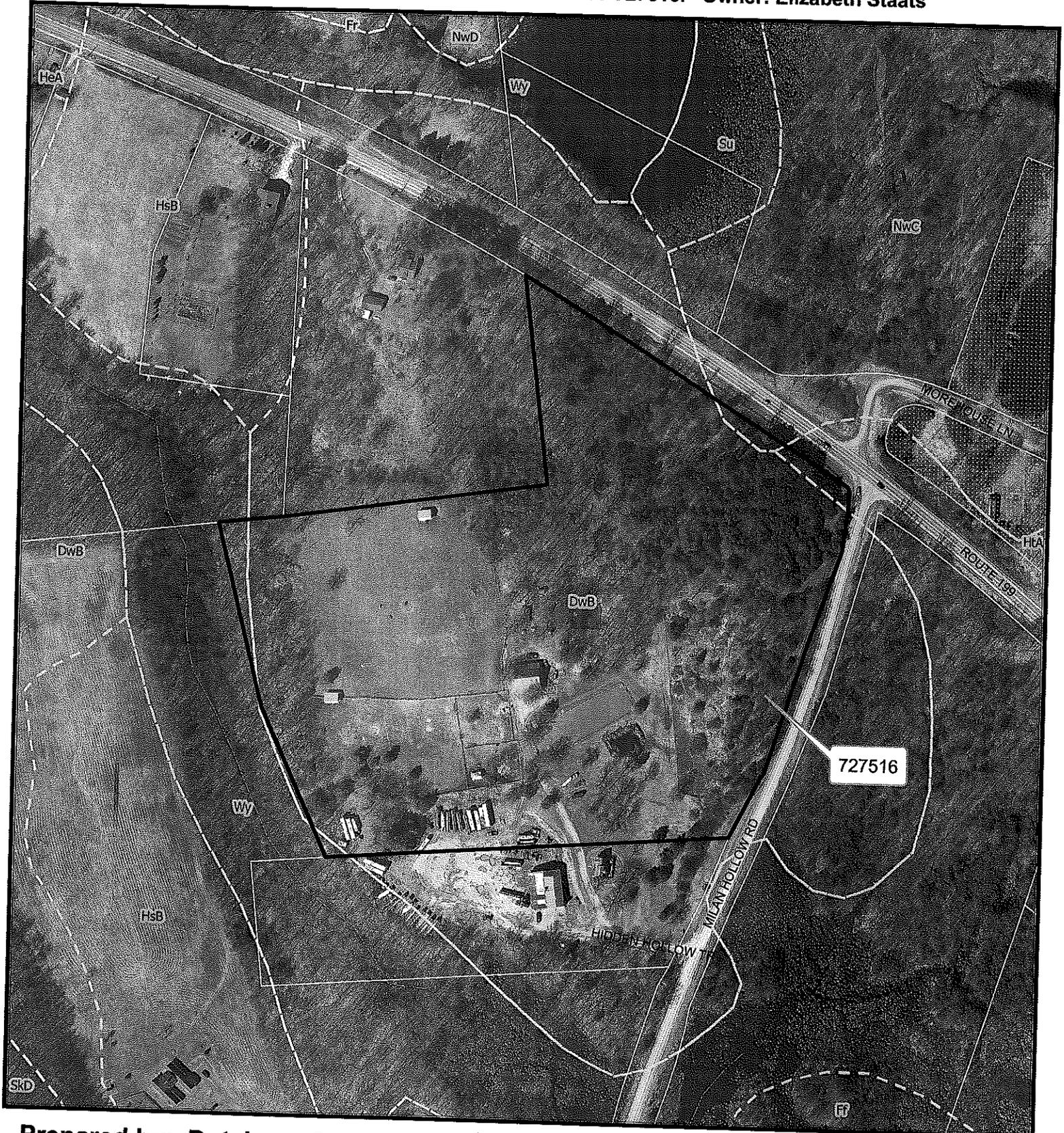
OFFICIAL USE ONLY

DATE RECEIVED: 5/14/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 20 AFPB SIGNATURE: Atany W. Baldwin

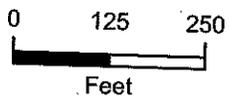
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Milan - Dutchess County, New York

Parcel ID number to be added: 133600-6471-00-727516. Owner: Elizabeth Staats

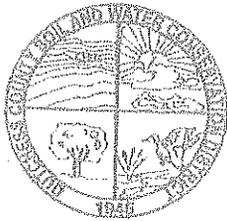


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

**APPLICATION PERIOD APRIL 15 TO MAY 14
 APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: John & Barbara Kuechus

Farm name / Corporation: _____

Owners Mailing Address: 148 Scout Rd
 City: Salt Point State: NY Zip: 12578
 Phone #: 845 244-5410
 E-mail Address: j.kuechus@att.net

PARCEL INFORMATION

Town Of: Pleasant Valley
 Parcel Number: 13200-6257-00-987436-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 27.8 MD

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): John Kuechus

Signed: John Kuechus

Date: 5/12/10

OFFICIAL USE ONLY

DATE RECEIVED: 5/12/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 20 AFPB SIGNATURE: Anthony W. B. [Signature]



DUTCHESS COUNTY SOIL AND WATER CONSERVATION DISTRICT
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 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: GERALD SLOTT CARAFFINI
POURAN JIMSHI MAJID

Farm name / Corporation: _____

Owners Mailing Address: 194 LASHBA RD
 City: TIVOLI State: NY Zip: 12583
 Phone #: 845-757-3642
 E-mail Address: _____

PARCEL INFORMATION

Town Of: Rd 140016
 Parcel Number: 134000-6257-00-987436-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) ND
 Parcel Acres: 22.513

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): GERALD SLOTT CARAFFINI

Signed: [Signature]

Date: 5/5/2010

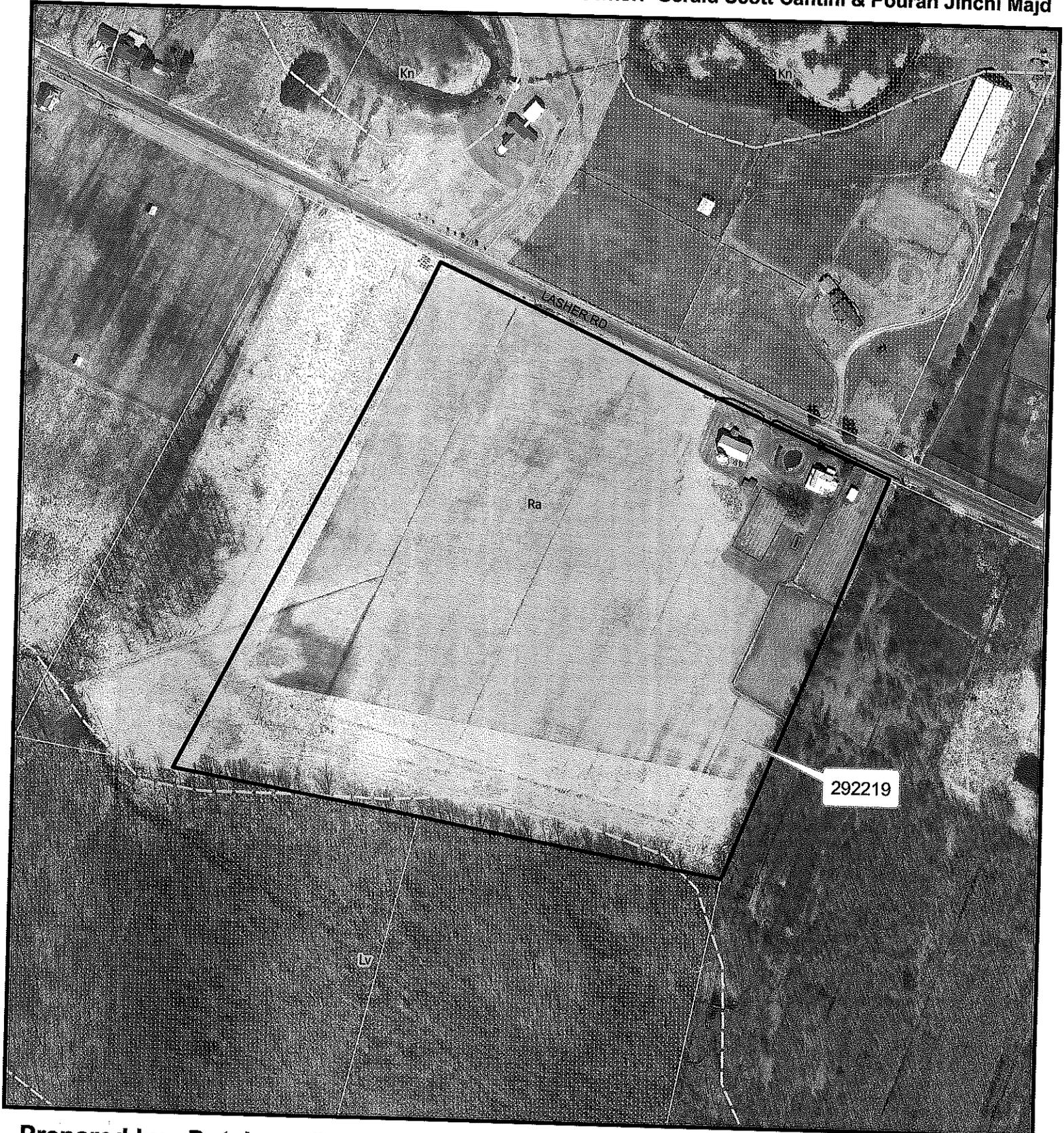
OFFICIAL USE ONLY

DATE RECEIVED: 5/10/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 330 APPB SIGNATURE: Harry W. Balducci

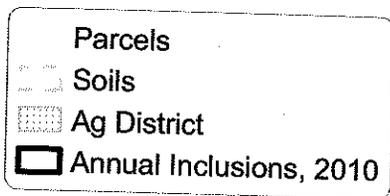
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Red Hook - Dutchess County, New York

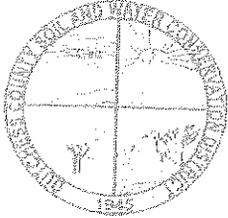
Parcel ID number to be added: 134889-6275-00-292219. Owner: Gerald Scott Cantini & Pourn Jinchi Majd



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
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APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Solomon, Andrew Trustee

Farm name / Corporation: _____

Owners Mailing Address: 18 West 10th St
 City: New York State: NY Zip: 12572
 Phone #: 651-210-6035
 E-mail Address: _____

PARCEL INFORMATION

Town Of: Rhinebeck
 Parcel Number: 135089-6071-00-760185-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 105

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Andrew Solomon (Trustee)

Signed: [Signature]

Date: 5-12-10

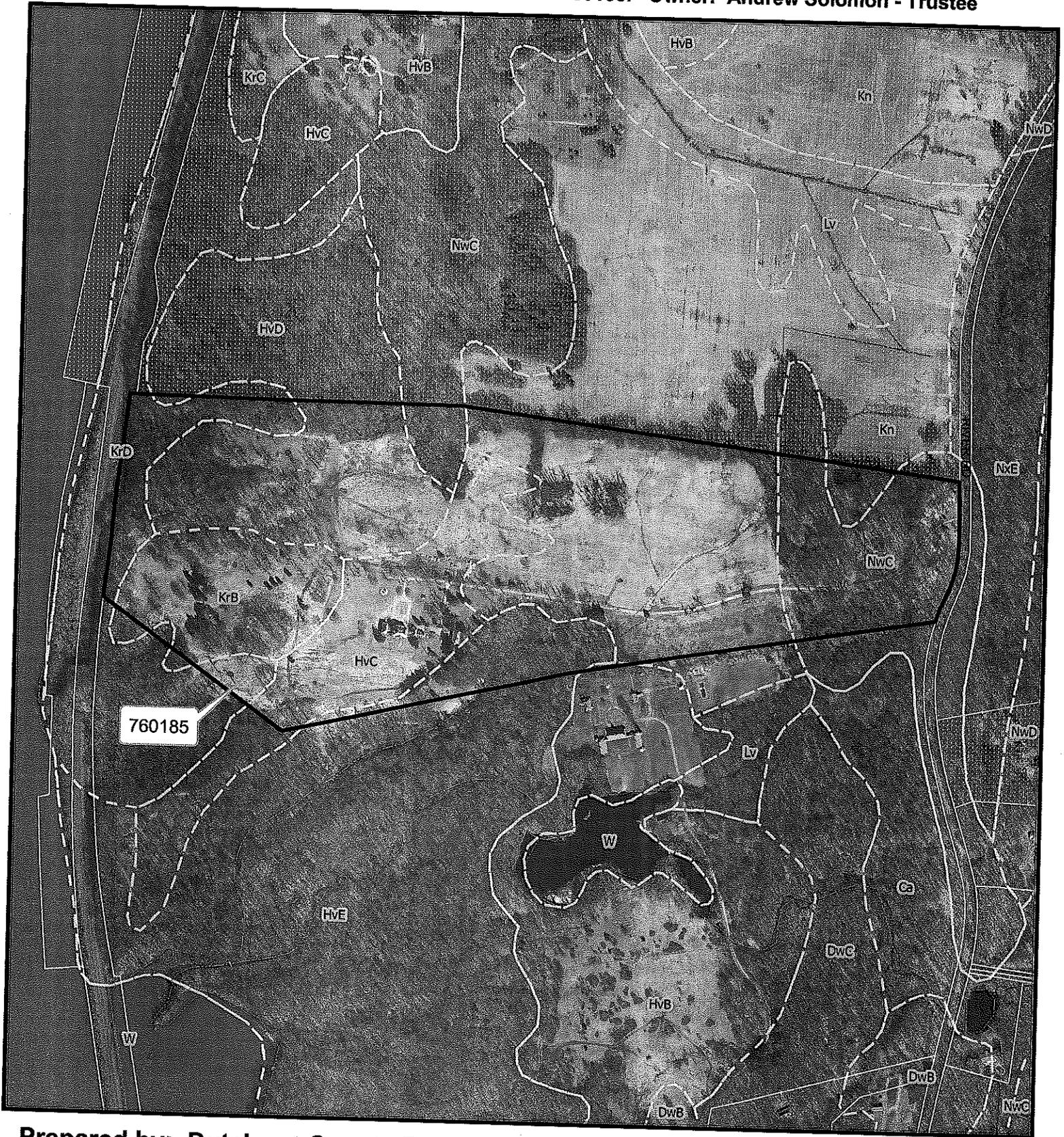
OFFICIAL USE ONLY

DATE RECEIVED: 5/11/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 20 AFPB SIGNATURE: [Signature]

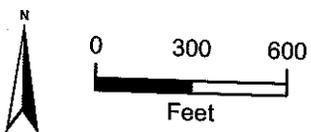
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Rhinebeck - Dutchess County, New York

Parcel ID number to be added: 135089-6071-00-760185. Owner: Andrew Solomon - Trustee

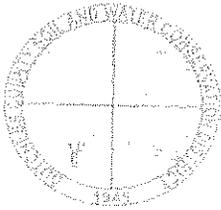


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: DELEHANTY STOCK FARM INC.

Farm name / Corporation: _____

Owners Mailing Address: 531 Smithfield Valley Road
 City: ARMINIA State: NY Zip: 12501
 Phone #: 845 373 7441
 E-mail Address: PAULA PELOSI @NYC-RR.COM

Town Of: ARMINIA

PARCEL INFORMATION

Parcel Number: 706800-1706-75-
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : 3.10

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : _____

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): PAULA PELOSI, VP.

Signed: [Signature]

Date: 7/29/10

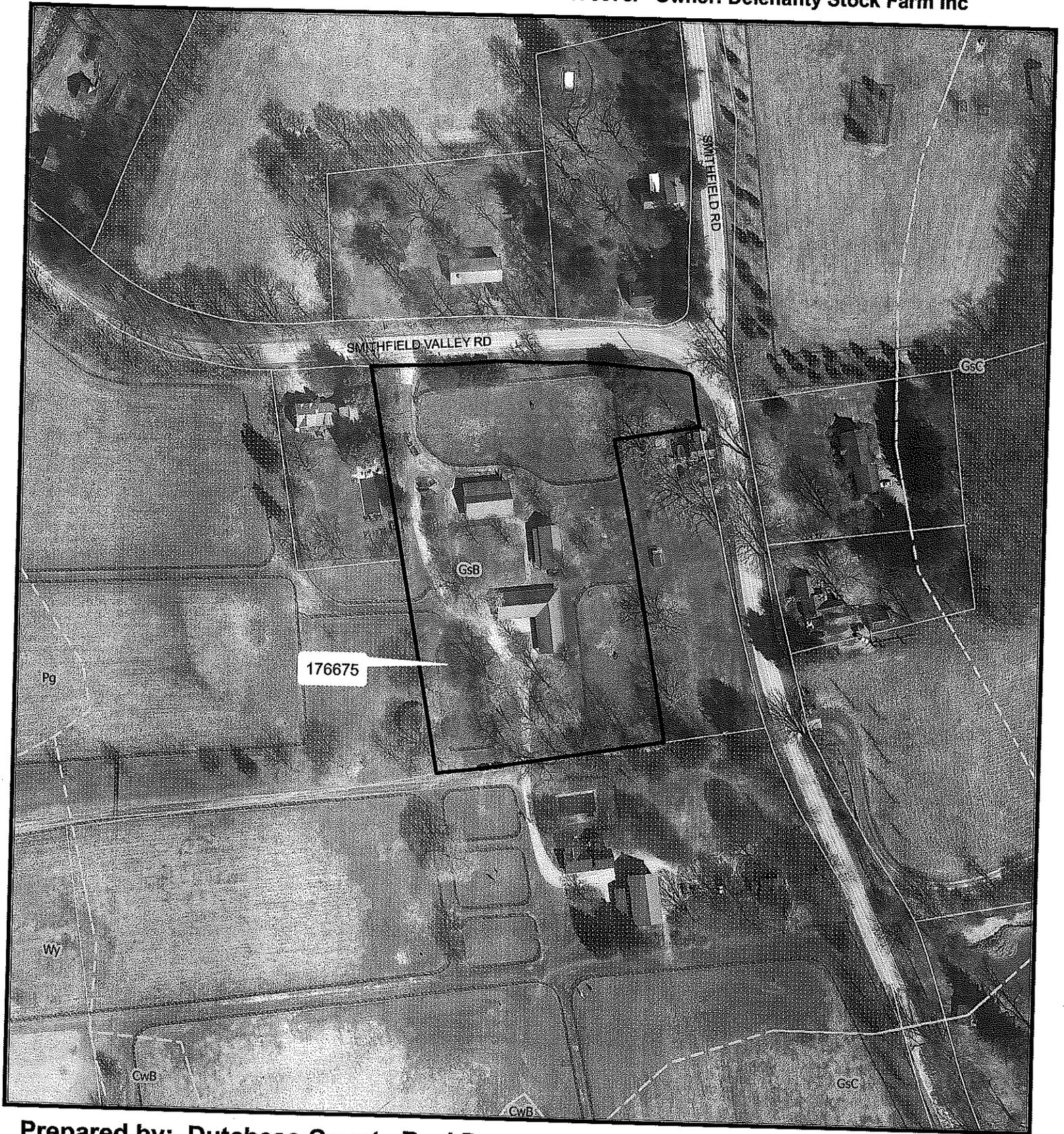
OFFICIAL USE ONLY

DATE RECEIVED: 7/29/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 21 AFPB SIGNATURE: [Signature]

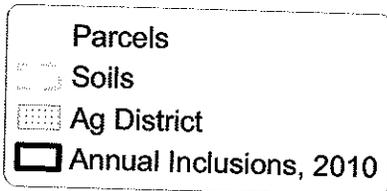
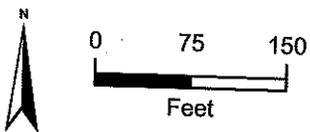
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Amenia - Dutchess County, New York

Parcel ID number to be added: 132000-7068-00-176675. Owner: Delehanty Stock Farm Inc



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

**APPLICATION PERIOD APRIL 15 TO MAY 14
 APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: James Dewitt Benson

Farm name / Corporation: _____

Owners Mailing Address: c/o MaryLou Benson, 153 Middle River Road
 City: Danbury State: CT Zip: 06811
 Phone #: 203-748-1730
 E-mail Address: lunabenson@comcast.net

PARCEL INFORMATION

Town Of: Amenia

Parcel Number: 13 2 0 0 0- 7 1 64 -0 0 - 4 0 6 158 - 0 0 0 0 *NO*
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : 122.18

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : _____

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): James Dewitt Benson

By: MaryLou Benson, Ancillary Guardian

Signed: *MaryLou Benson*

Date: 4/26/10

OFFICIAL USE ONLY

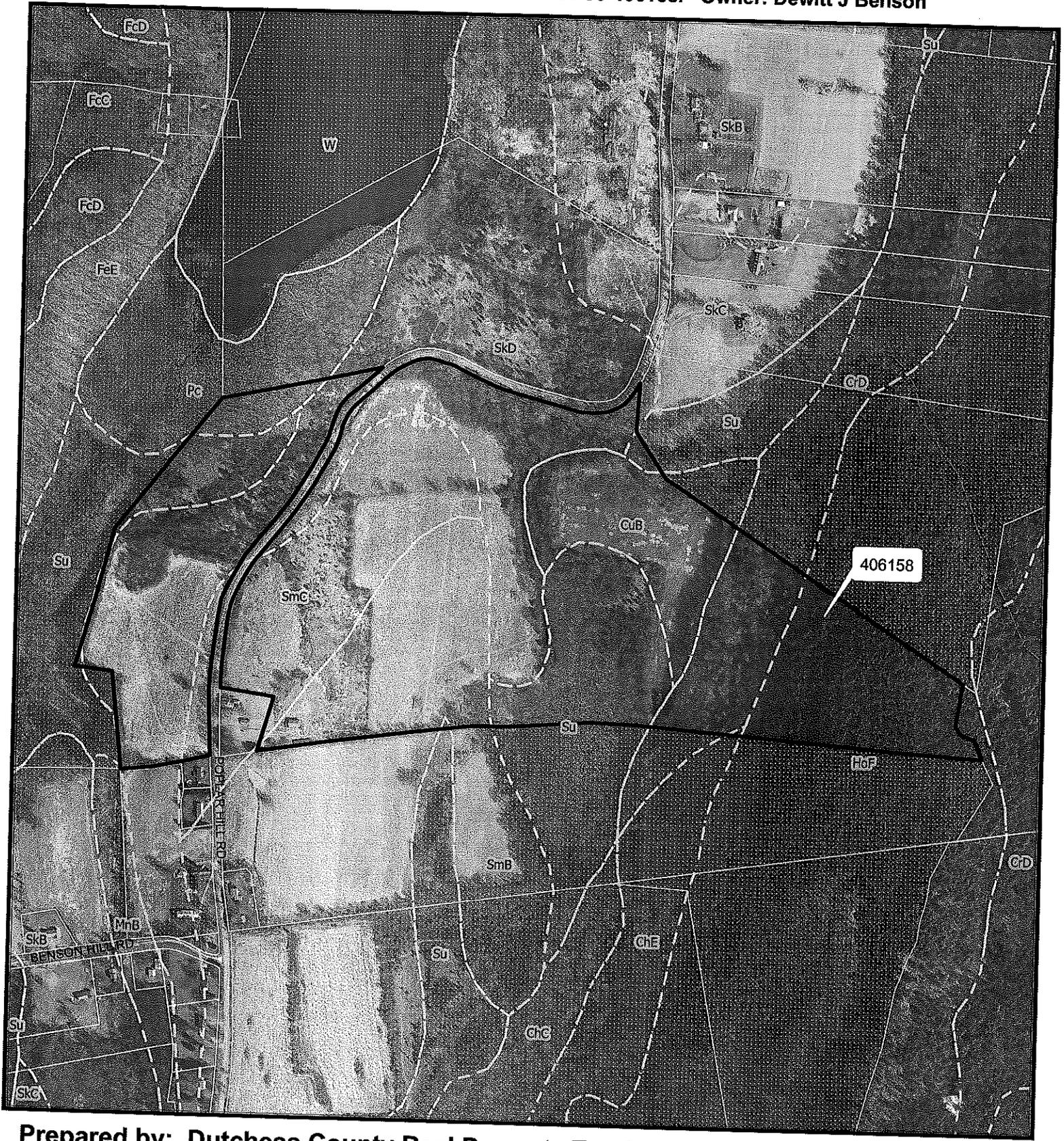
DATE RECEIVED: 4/26/10 APPROVED: DISAPPROVED: _____

AG DIST #: 21 AFPB SIGNATURE: *Henry W. Baldwin*

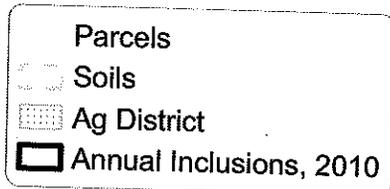
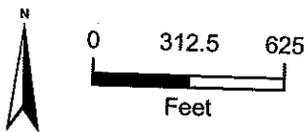
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Amenia - Dutchess County, New York

Parcel ID number to be added: 132000-7164-00-406158. Owner: Dewitt J Benson



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Shawn Goff

Farm name / Corporation: _____

Owners Mailing Address: 408 Simpacth Rd
 City: Wassaic State: NY Zip: 12592
 Phone #: 845-702-2617
 E-mail Address: Goff421596@aol.com

PARCEL INFORMATION

Town Of: Wassaic
 Parcel Number: 132000-7165-00-879307
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres : 9.19 acres

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres : _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres : _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Shawn Goff

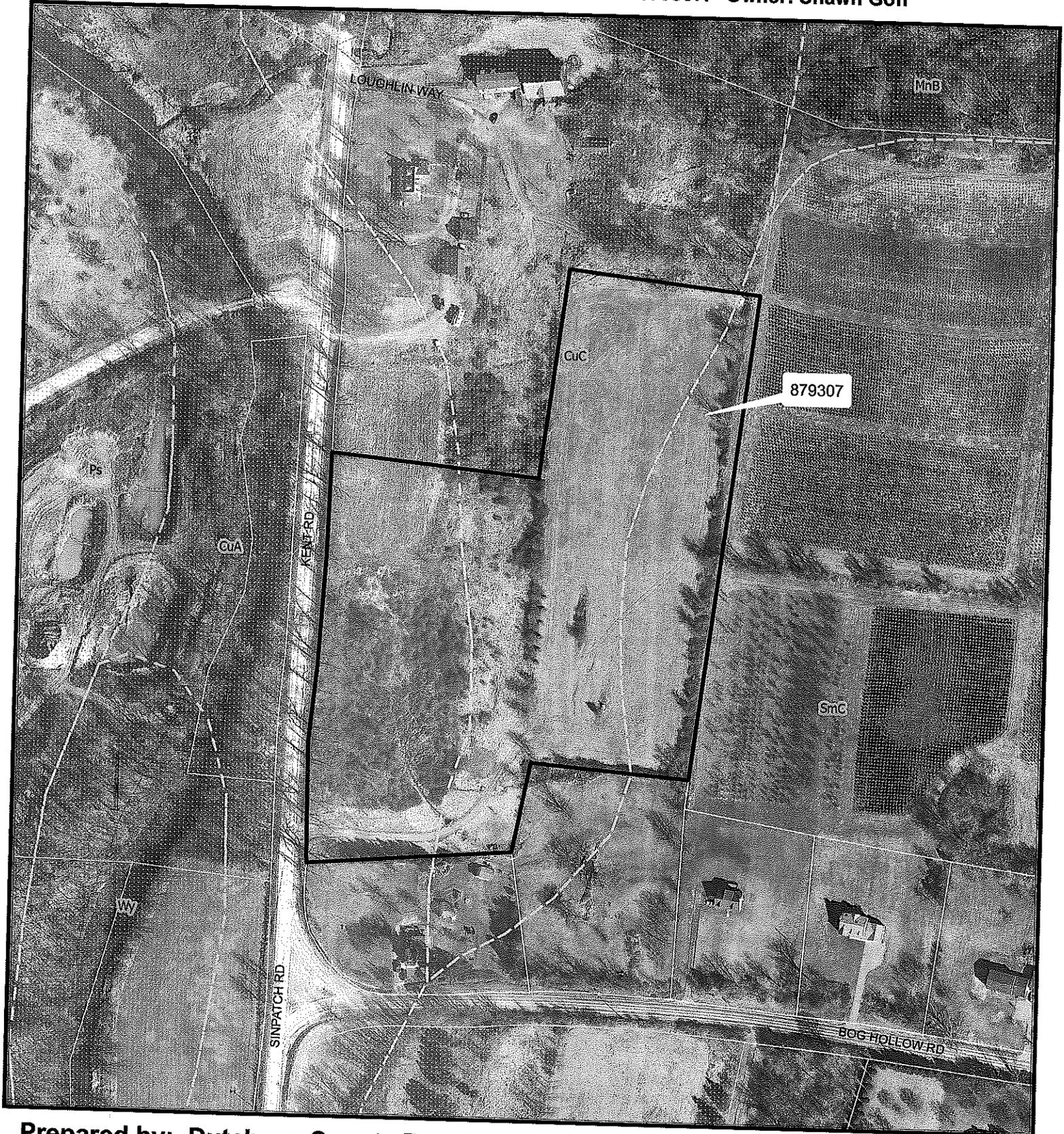
Signed: Shawn Goff

Date: 4/23/10

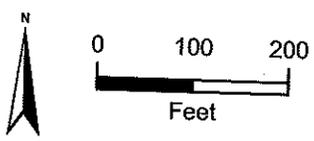
OFFICIAL USE ONLY

DATE RECEIVED: 4/23/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 21 AFPB SIGNATURE: Henry W. Baldwin

Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b
 Town of Amenia - Dutchess County, New York
 Parcel ID number to be added: 132000-7165-00-879307. Owner: Shawn Goff



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
 Tax Parcel Maps and Municipal Boundaries:
 Dutchess County Real Property Tax Map Coverages, March 2010
 Agricultural Districts: An Overlay of District Boundaries and
 Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: DANN KING POTTER

Farm name / Corporation: _____

Owners Mailing Address: 86 JOHNNYCAKE Hollow Rd
 City: PIKE PLAINS State: NY Zip: 12567
 Phone #: 518 398-6083
 E-mail Address: DANN.COUNTRY@FAIRPOINT.NET

PARCEL INFORMATION

Town Of: Pine Plains
 Parcel Number: 134200-6971-00-422607-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) no
 Parcel Acres : 8.54

Town Of: Pine Plains
 Parcel Number: 134200-6971-00-431606-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) ✓
 Parcel Acres : 5.0

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres : _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): DANN KING POTTER

Signed: Dann King Potter

Date: 5/14/10

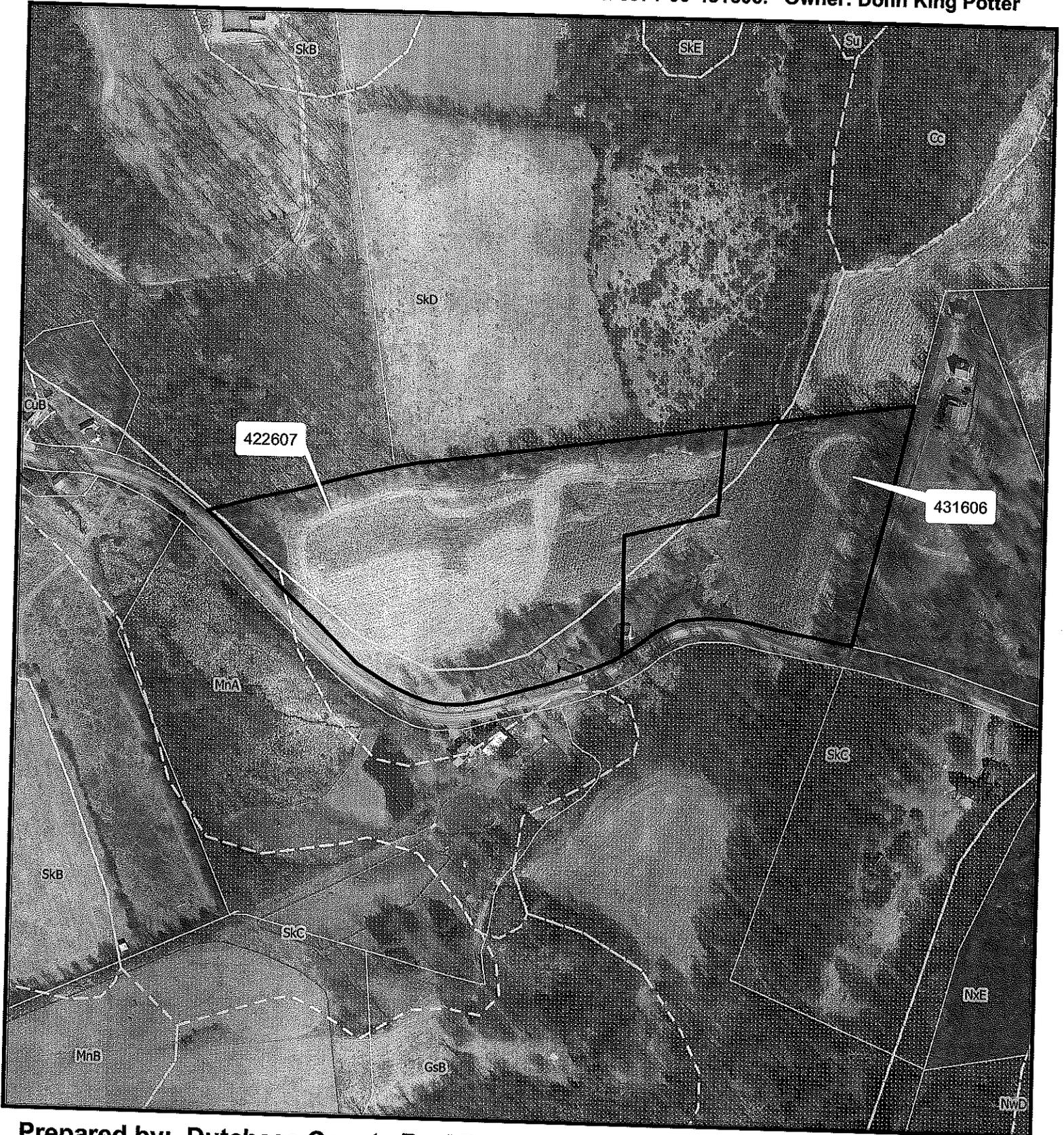
OFFICIAL USE ONLY

DATE RECEIVED: 5/14 APPROVED: DISSAPPROVED: _____
 AG DIST #: 1 AFPB SIGNATURE: Shaw W. Baldwin

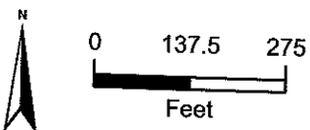
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Pine Plains - Dutchess County, New York

Parcel ID numbers to be added: 134200-6971-00-422607 & 6971-00-431606. Owner: Donn King Potter



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14

APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED

* NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Stephen Daniel

Farm name / Corporation:

Owners Mailing Address: c/o Cappillino & Rothschild, LLP., Seven Broad Street, PO Box 390 City: Pawling State: NY Zip: 12564

Phone #: (845) 855-5444

E-mail Address: dc@cappillino.com

PARCEL INFORMATION

Town Of: Stanford

Parcel Number: 1 3 5 200 - 6 5 6 7 - 0 0 - 5 5 5 2 44 - 0 0 0 0 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 2.4

Town Of: Clinton

Parcel Number: 1 3 2 4 - 00 - 65 67 - - 0 0 - 4 9 0 2 32 - 0 0 0 0 (Example: 132000 - 6257 - 00 - 987436 - 0 000)

Parcel Acres: 62.3

Town Of:

Parcel Number:

(Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres:

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Stephen Daniel

Signed:

Date: 19 April 10

20 + 21

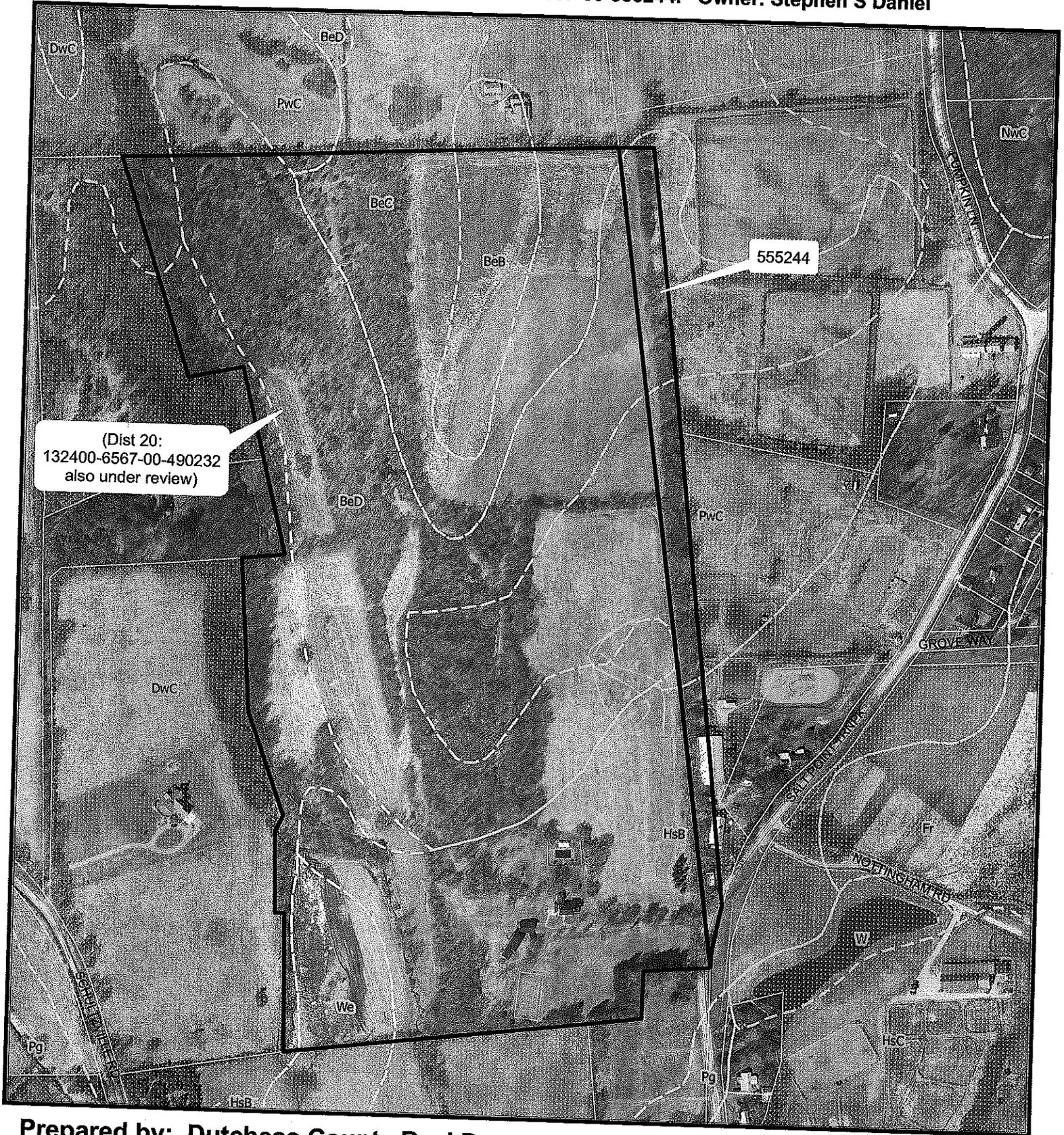
AN EQUAL OPPORTUNITY EMPLOYER

EDITION 6/2010

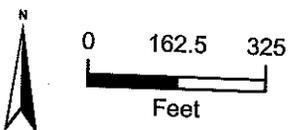
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Stanford - Dutchess County, New York

Parcel ID number to be added: 135200-6567-00-555244. Owner: Stephen S Daniel

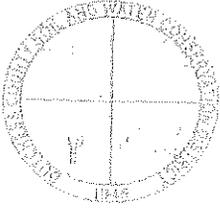


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



- Parcels
- Soils
- Ag District
- Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Keith Sartorini

Farm name / Corporation: CAGNEYS WAY ALPACAS LLC

Owners Mailing Address: PO BOX 617
 City: BANGALL State: NY Zip: 12506
 Phone #: 845-868-3060
 E-mail Address: KSARTORINI@GMAIL.COM

PARCEL INFORMATION

Town Of: STANFORD
 Parcel Number: 135200-6768-00-601300-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 7.46 NS

Town Of: STANFORD
 Parcel Number: 135200-6768-00-555293-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 9.49 NS

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): KEITH SARTORINI

Signed: [Signature]

Date: 4/16/2010

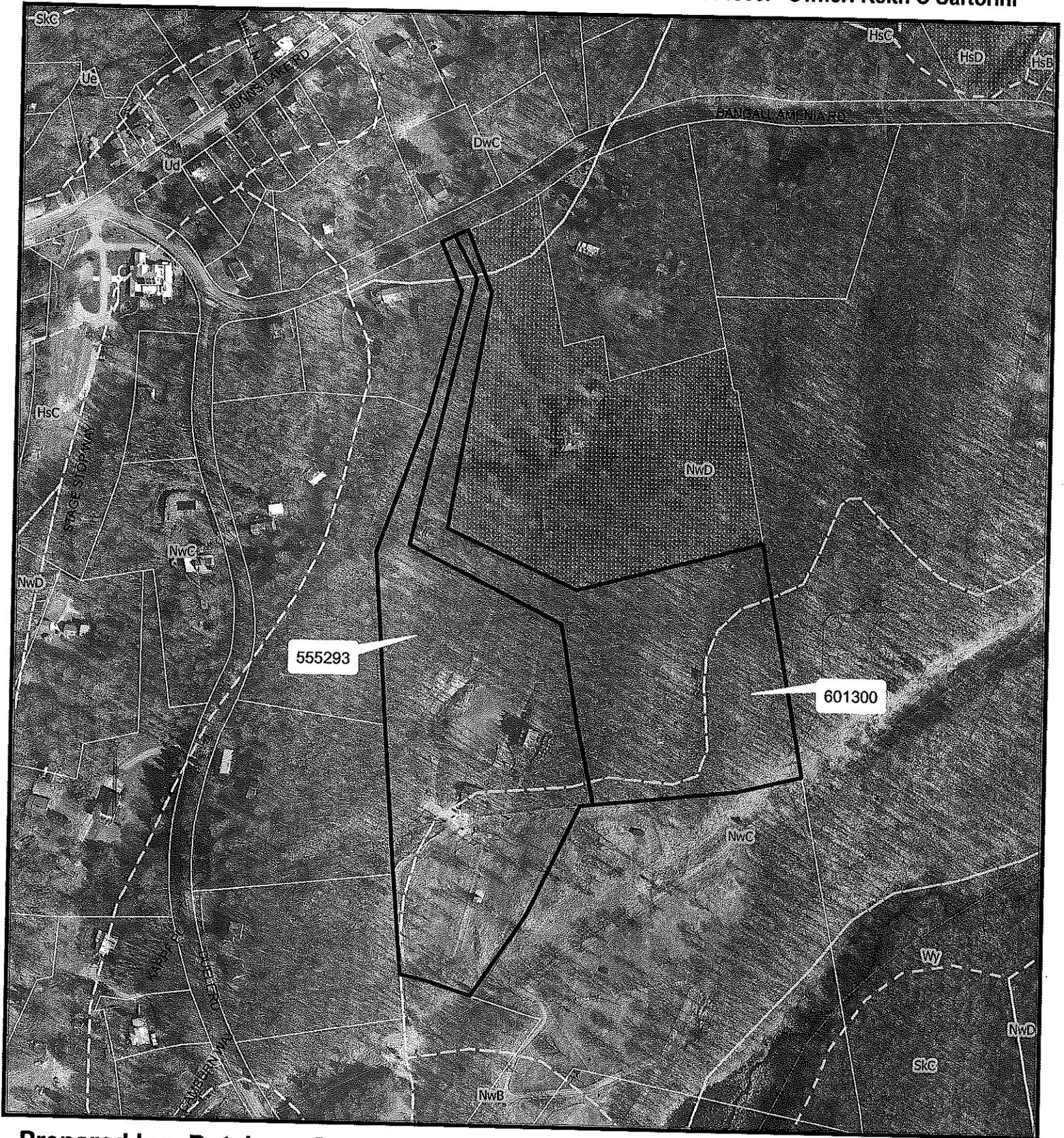
OFFICIAL USE ONLY

DATE RECEIVED: 4/21/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 221 AFPB SIGNATURE: Anthony W. Baldwin

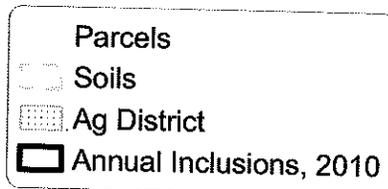
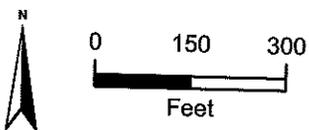
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Stanford - Dutchess County, New York

Parcel ID numbers to be added: 135200-6768-00-555293 & 6768-00-601300. Owner: Keith C Sartorini



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

**APPLICATION PERIOD APRIL 15 TO MAY 14
 APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: 317 MAIN MALL CORP.
ROY BURNIK, PRESIDENT

Farm name / Corporation: BIG ROCK FARMS ON THE P & E, LLC

Owners Mailing Address: 317 MAIN MALL CORP. MAIN ST.
 City: POUGHKEEPSIE State: N.Y. Zip: 12601
 Phone #: 845-485-6911
 E-mail Address: _____

PARCEL INFORMATION

Town Of: _____
 Parcel Number: 135200-6768-03-0011B2-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 1.5 AC

Town Of: STANFORD
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 1.5 ACRES

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): 317 MAIN MALL CORP
ROY BURNIK, PRESIDENT

Signed: [Signature]

Date: 7/22/10

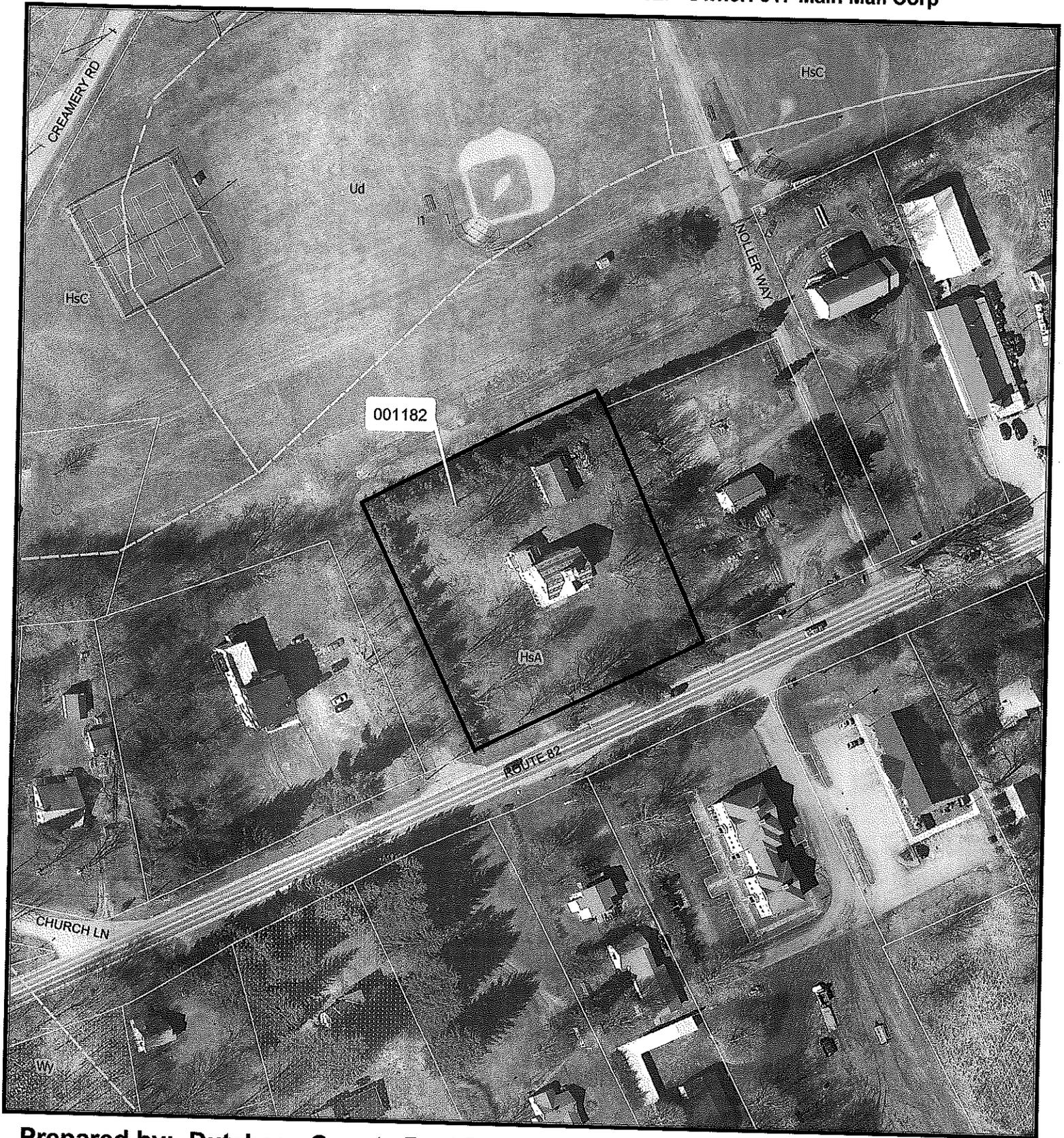
OFFICIAL USE ONLY

DATE RECEIVED: 4/22/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 2A1 AFB SIGNATURE: [Signature]

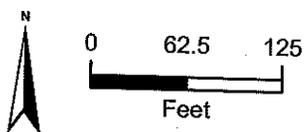
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Stanford - Dutchess County, New York

Parcel ID number to be added: 135200-6768-03-001182. Owner: 317 Main Mall Corp



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Bos-Haven Farms, Inc.
 Farm name / Corporation: Bos Haven Farms, Inc.
 Owners Mailing Address: 79 Comby Rd
 City: Verbank State: NY Zip: 12585
 Phone #: 845 677-9598
 E-mail Address: boshaven@juno.com

PARCEL INFORMATION

Town Of: Washington
 Parcel Number: 135889-6763-00-146519-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 33.7

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Timothy R Marshall Pres
 Signed: Timothy R Marshall
 Date: 5-12-10

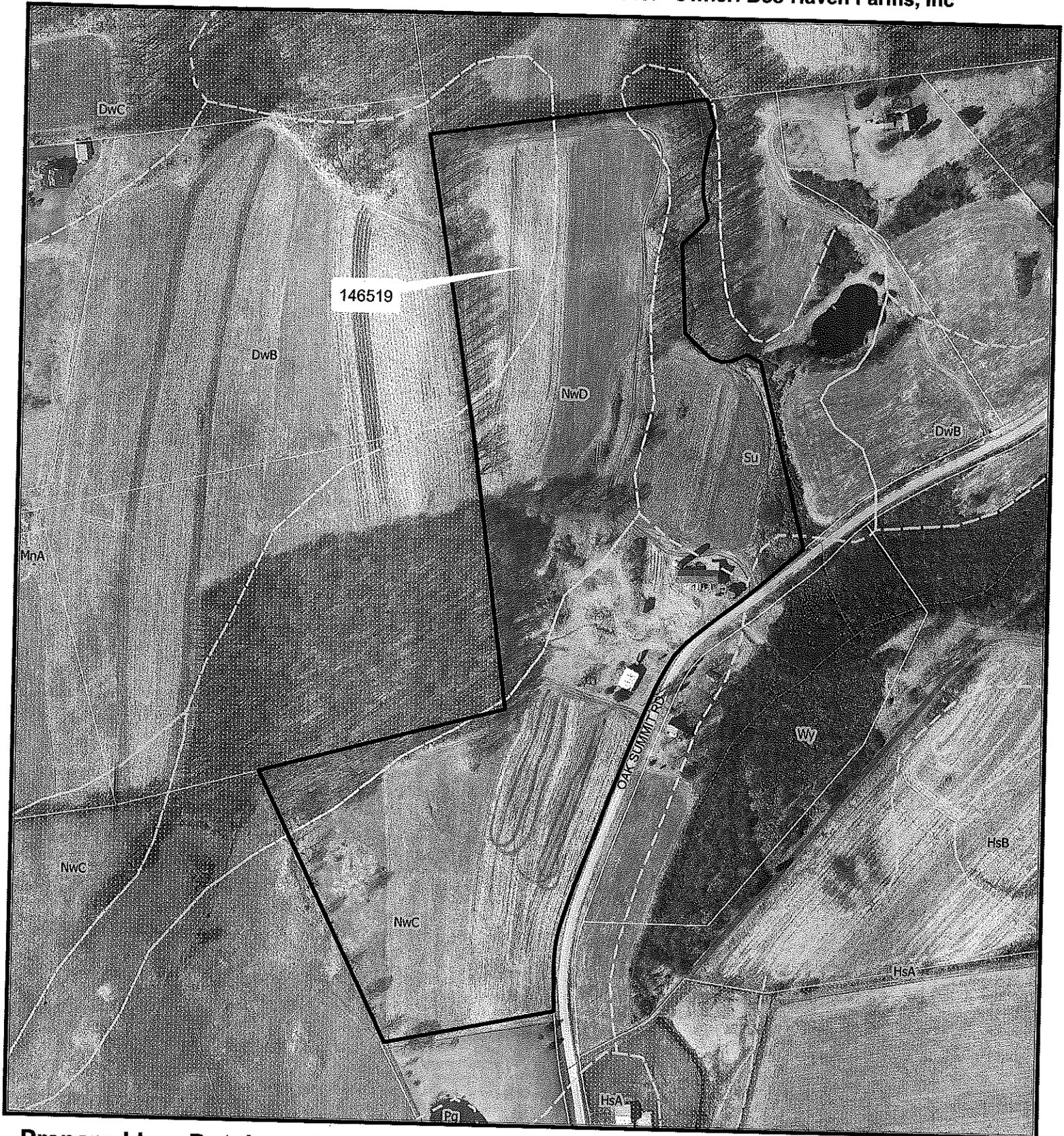
OFFICIAL USE ONLY

DATE RECEIVED: 5-12-2010 APPROVED: DISAPPROVED: _____
 AG DIST #: 21 AFPB SIGNATURE: Atanay u. B. Baldwin

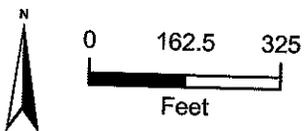
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Washington - Dutchess County, New York

Parcel ID number to be added: 135889-6763-00-146519. Owner: Bos-Haven Farms, Inc



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



- Parcels
- Soils
- Ag District
- Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
 APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Constance L. Moore
 Farm name / Corporation: Moore Farm
 Owners Mailing Address: P.O. Box 1198
 City: MILLBROOK State: NY Zip: 12545
 Phone #: 845-677-9287
 E-mail Address: _____

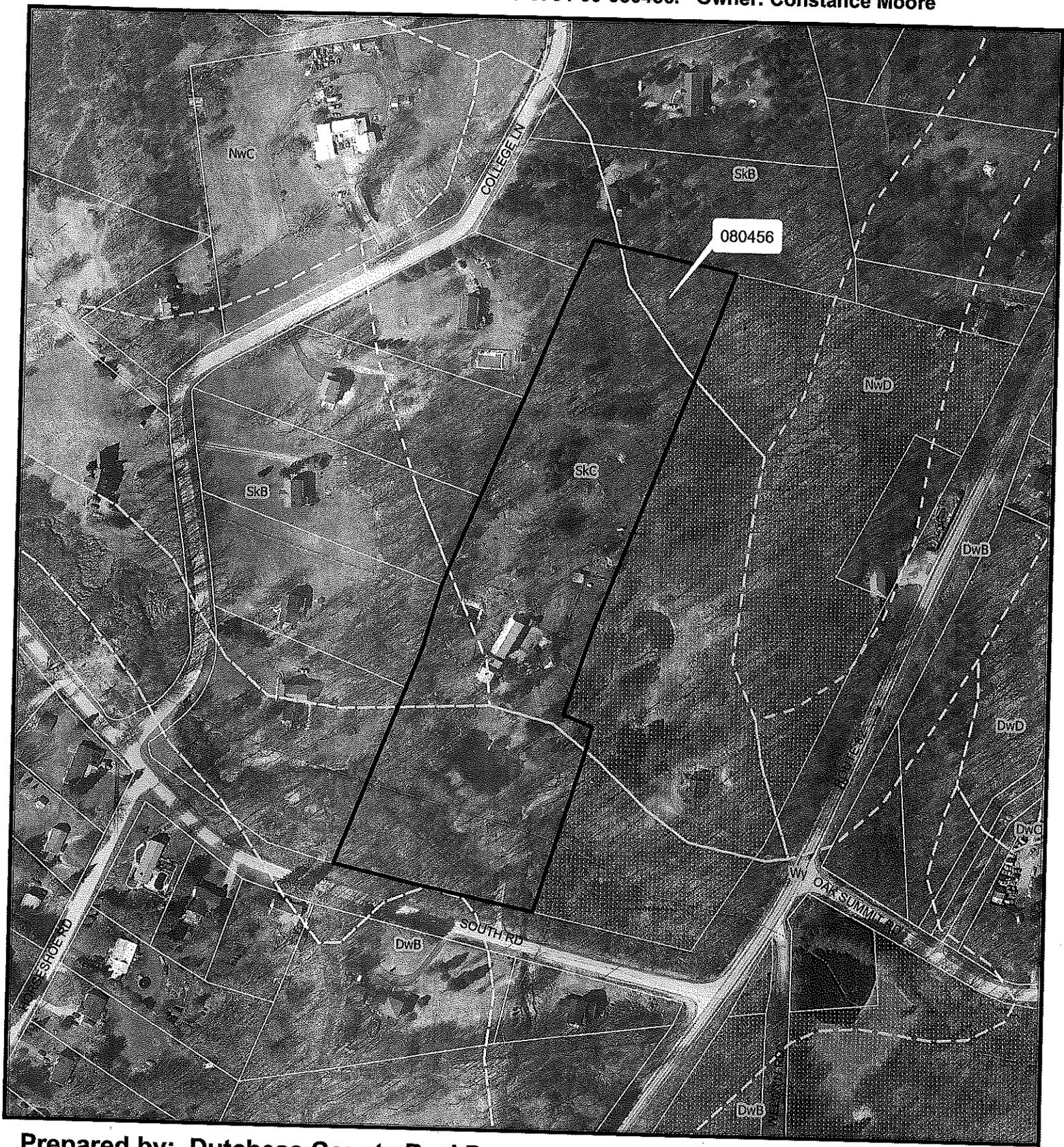
PARCEL INFORMATION
 Town Of: Washington
 Parcel Number: 135889-6764-00-080456-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 9.94 10/
 Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____
 Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

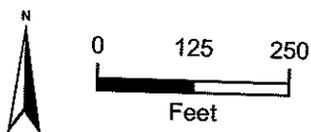
Owner Name(s) (PRINT): Constance L. Moore
 Signed: Constance Moore
 Date: April 15, 2010

OFFICIAL USE ONLY
 DATE RECEIVED: 4/19/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 31 AFPB SIGNATURE: Aron W. Baldwin

Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b
Town of Washington - Dutchess County, New York
Parcel ID number to be added: 135889-6764-00-080456. Owner: Constance Moore

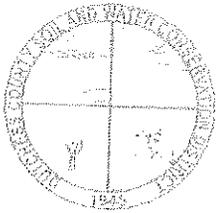


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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 2715 Rt.44, Suite 3
 Millbrook, N.Y. 12545
 Phone (845) 677-8011 ext. 3 Fax (845) 677-8354
 www.dutchessswcd.org

APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: SUSAN NESTEL + GENNARO PICONE

Farm name / Corporation: _____

Owners Mailing Address: 36 Hoxie rd.
 City: Millbrook State: NY Zip: 12545
 Phone #: 845-677-6979
 E-mail Address: nusu@earthlink.net

PARCEL INFORMATION

Town Of: Washington
 Parcel Number: 68649-00-017-280-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) nd
 Parcel Acres: 11.80 acres

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): SUSAN NESTEL + GENNARO PICONE

Signed: [Signature]

Date: April 22, 2010

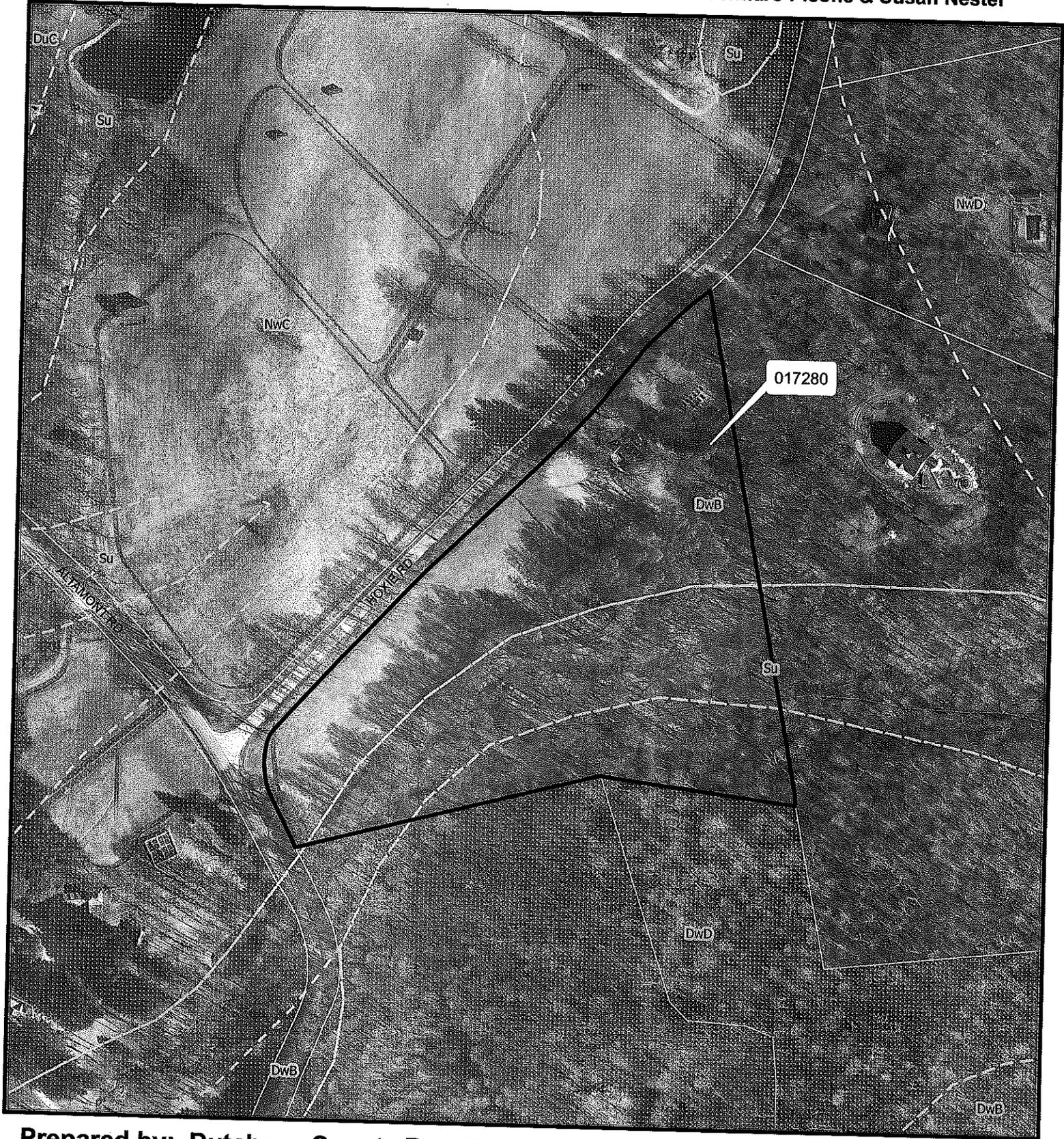
OFFICIAL USE ONLY

DATE RECEIVED: 4/27/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 21 AFPB SIGNATURE: [Signature]

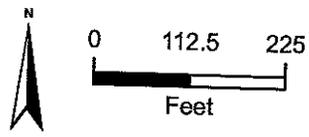
Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b

Town of Washington - Dutchess County, New York

Parcel ID number to be added: 135889-6864-00-017280. Owner: Gennaro Picone & Susan Nestel



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009

Mailed 4/21/10

APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14 APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: ELIZABETH R. JOHNSON

Farm name / Corporation: LIGHTNING TREE FARM PRODUCTS LLC

Owners Mailing Address: 150 ANDREW HAIGHT RD
 City: MILLBROOK State: NY Zip: 12545
 Phone #: 845 677-9507
 E-mail Address: eliza@altoneerworld.com

Town Of: Washington **PARCEL INFORMATION**

Parcel Number: 68660-00-095207 ✓
 (Example: 132000-6237-00-987436-0000)
 Parcel Acres: 581.3

Town Of: Washington

Parcel Number: 68660-00-262814 ✓
 (Example: 132000-6237-00-987436-0000)
 Parcel Acres: 204.57

Town Of: Washington

Parcel Number: 68660-00-334392 ✓
 (Example: 132000-6237-00-987436-0000)
 Parcel Acres: 57.43

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Elizabeth R. Johnson

Signed: Elizabeth R. Johnson Farm Mgr. LTFP LLC

Date: April 19, 2010

OFFICIAL USE ONLY

DATE RECEIVED: 5/4/10 APPROVED: DISAPPROVED:

AG DIST #: 31 AFB SIGNATURE: Alamy W. B. Aldwin

PROPERTY EMPLOYEE

All in ag Dist except
68660-00-070642
19.69ac

Parcel Information

Town of Washington
Parcel Number: 6866-00-230595
Parcel Acres: 60.32

Town of Washington
Parcel Number: 6866-00-200660
Parcel Acres: 21.14

Town of Washington
Parcel Number: 6866-00-478588
Parcel Acres: 49.46

Town of Washington
Parcel Number: 6866-00-067530
Parcel Acres: 26.27

Town of Washington
Parcel Number: 6766-00-998822
Parcel Acres: 57.28

Town of Washington
Parcel Number: 6866-00-120827
Parcel Acres: 5

Town of Washington
Parcel Number: 6866-00-432666
Parcel Acres: 2.31

Town of Washington
Parcel Number: 6866-00-711448
Parcel Acres: 32.98

Town of Washington
Parcel Number: 6866-00-268487
Parcel Acres: 82.61

Town of Washington
Parcel Number: 6865-00-434827
Parcel Acres: 13.9

Town Of Washington
Parcel Number: 6866-00-432201
Parcel Acres: 35.93

Town of Washington
Parcel Number: 6866-00-422454
Parcel Acres: 1.87

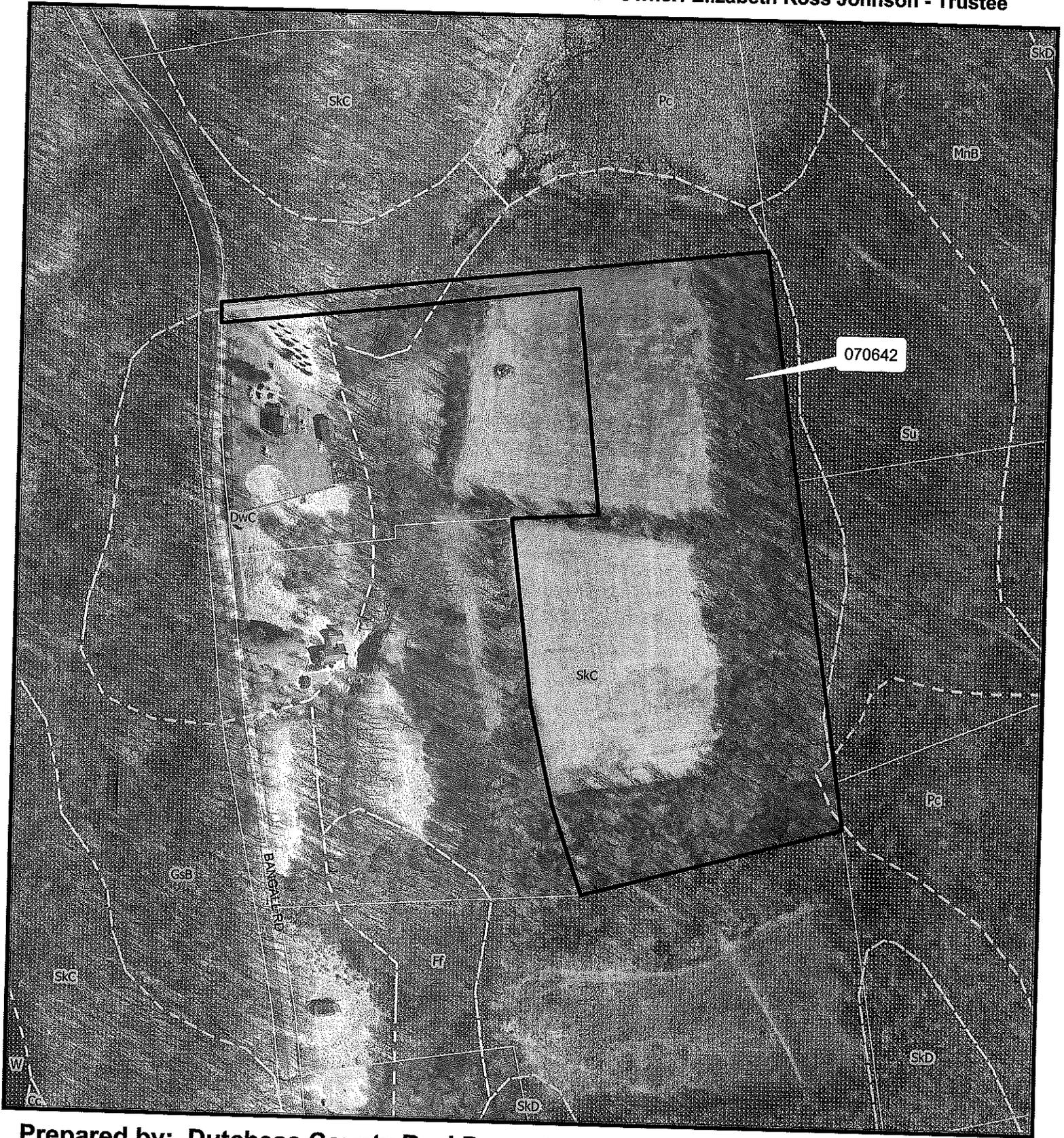
Town of Washington
Parcel Number: 6866-00-064976
Parcel Acres: 1

Town of Washington
Parcel Number: 6866-00-338745
Parcel Acres: 29.38

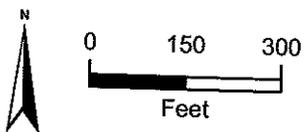
Town of Washington
Parcel Number: 6866-00-070642
Parcel Acres: 19.69

Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b
Town of Washington - Dutchess County, New York

Parcel ID number to be added: 135889-6866-00-070642. Owner: Elizabeth Ross Johnson - Trustee

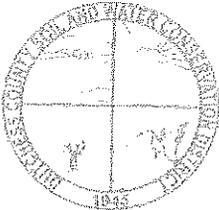


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKET'S LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: David J Conklin

Farm name / Corporation: Perseverance Farm - LLC

Owners Mailing Address: P.O. Box 1461
 City: Millbrook State: NY Zip: 12545
 Phone #: (845) 677-3501
 E-mail Address: dconklin@dlbe-llc.com

Town Of: Washington **PARCEL INFORMATION**

Parcel Number: L35889-6965-00-621762-0000 NP
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 72.90

Town Of: Washington

Parcel Number: L35889-6965-00-496730-0000 NP
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 56.16

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): David J Conklin

Signed: [Signature]

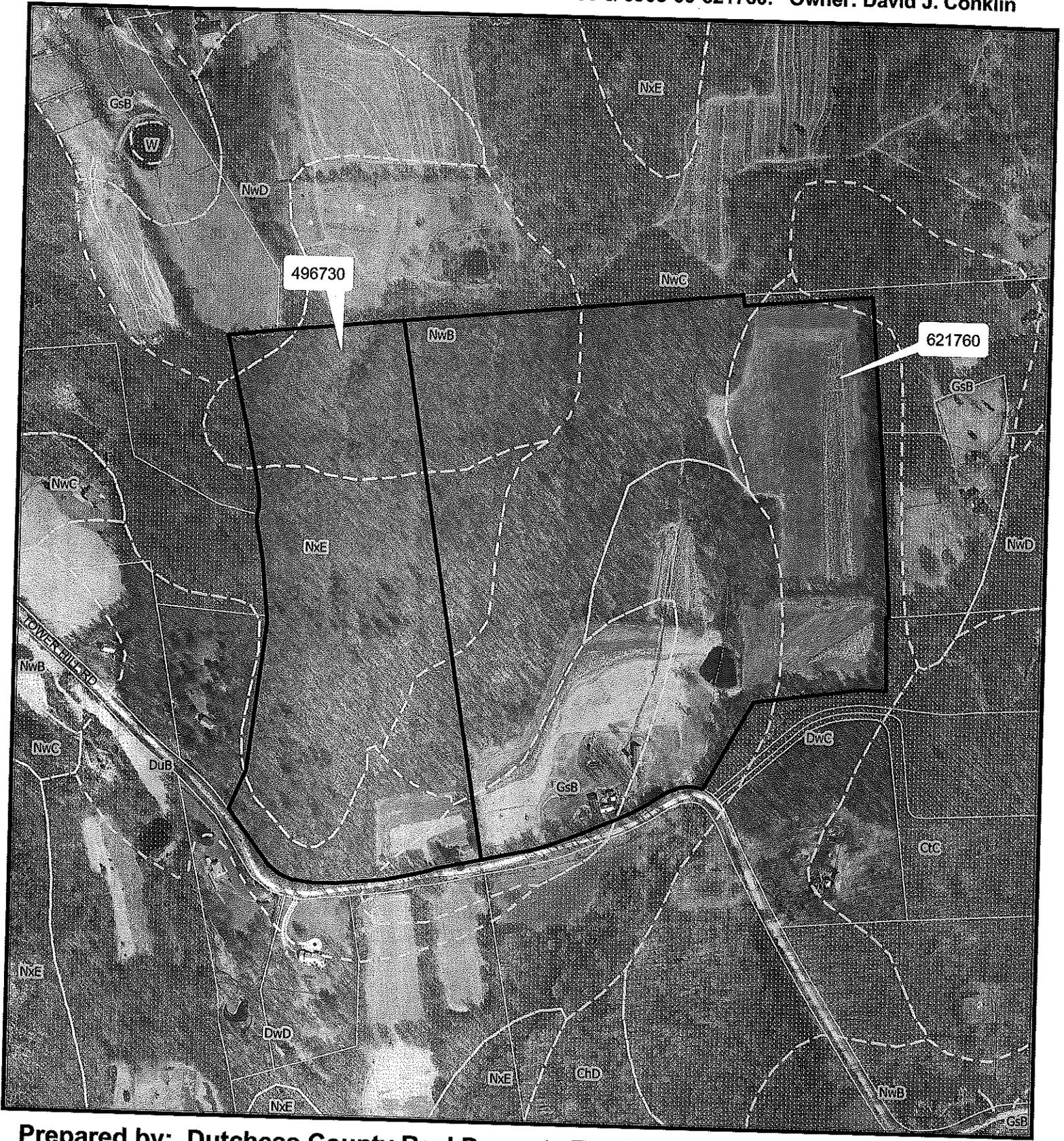
Date: 5/6/10

OFFICIAL USE ONLY

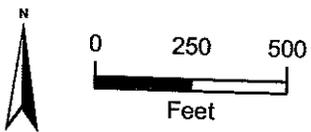
DATE RECEIVED: 5/7/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 21 AFPB SIGNATURE: [Signature]

Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b Town of Washington - Dutchess County, New York

Parcel ID numbers to be added: 135889-6965-00-496730 & 6965-00-621760. Owner: David J. Conklin

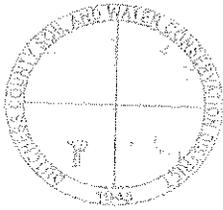


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: ANDREW A LIPSKY
HOLLY M KELLY

Farm name / Corporation: _____

Owners Mailing Address: 25 EAST 86th ST #2B
 City: NEW YORK State: NY Zip: 10028
 Phone #: 212-426-0209
 E-mail Address: andy.lipsky@credit-suisse.com

Town Of: WASHINGTON **PARCEL INFORMATION**

Parcel Number: L35889-6766-00-403825-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) 7

Parcel Acres: 25.00

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): ANDREW A. LIPSKY
HOLLY M. KELLY

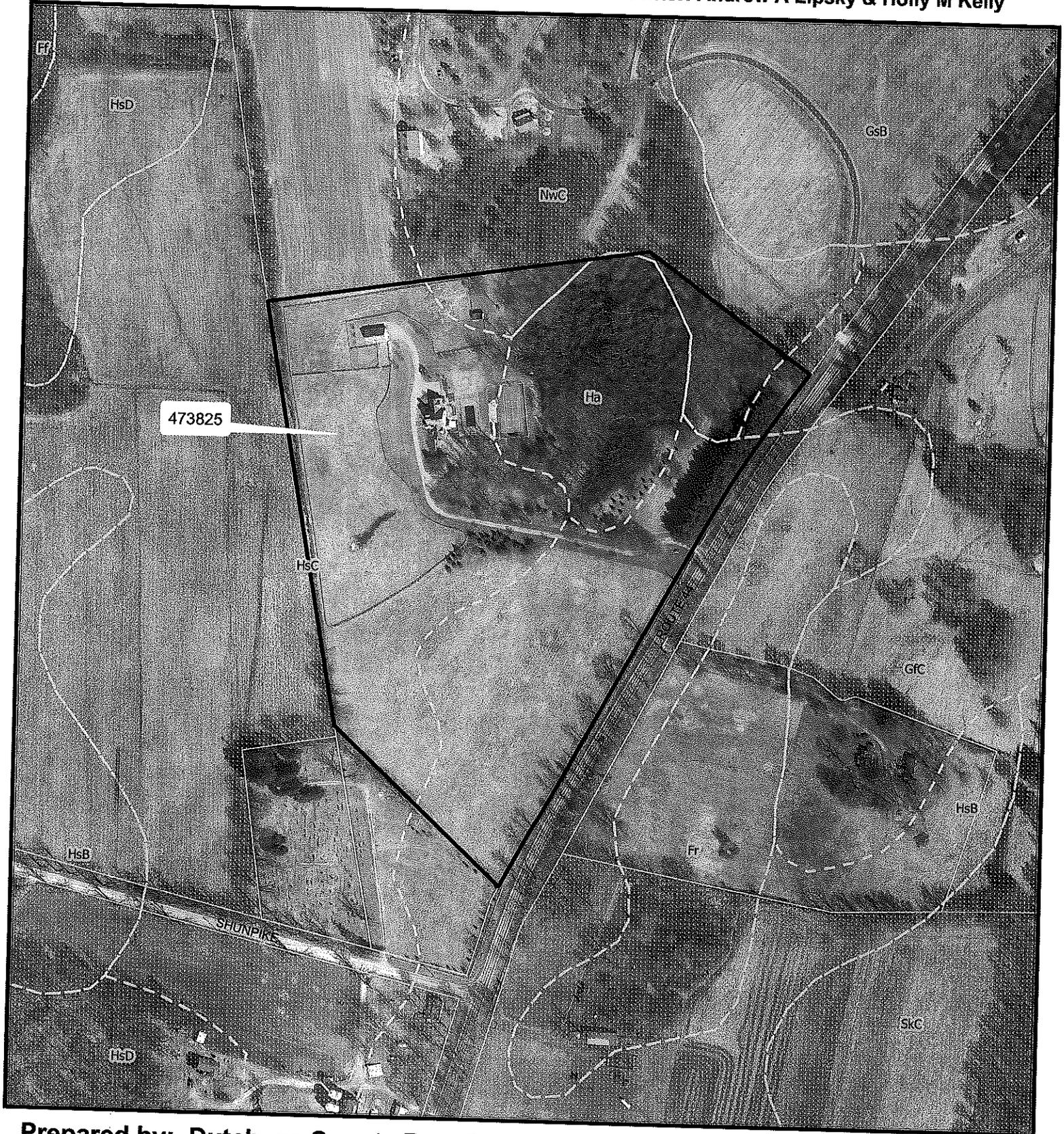
Signed: [Signature]
Holly M. Kelly

Date: 5/10/02

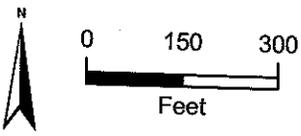
OFFICIAL USE ONLY

DATE RECEIVED: 5/10/02 APPROVED: DISSAPPROVED: _____
 AG DIST #: 21 AFB SIGNATURE: [Signature]

Proposed Additions to Agricultural District 21: Annual Inclusions under 303-b
Town of Washington - Dutchess County, New York
Parcel ID number to be added: 135889-6966-00-473825. Owner: Andrew A Lipsky & Holly M Kelly

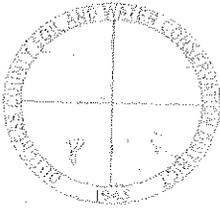


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: DORIS C. A. COOKE
 Farm name / Corporation: 1/2 PATRICK B. MANNING
LEASED TO: HUDSON VALLEY FIBER FARM
(PATRICK B. MANNING)
 Owners Mailing Address: 638 HORTON TOWN ROAD
 City: HORWELL JCT. State: N.Y. Zip: 12533
 Phone #: 845-226-5643 (FARMER-914-474-8000)
 E-mail Address: PJMANNING@AOL.COM

PARCEL INFORMATION

Town Of: EAST GISHKILL
 Parcel Number: 132800 6255-00-604027 0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 57(+)

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): PATRICK B. MANNING FOR DORIS C. A. COOKE
 Signed: [Signature]
 Date: 4/22/10

OFFICIAL USE ONLY

DATE RECEIVED: 4/22/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 22 AFPB SIGNATURE: [Signature]



DUTCHESS COUNTY SOIL AND WATER CONSERVATION DISTRICT
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Glenn Metzger

Farm name / Corporation: _____

Owners Mailing Address: 3 Van Wyck Lane Suite 4
 City: Wappingers Falls State: NY Zip: 12590
 Phone #: 845 221-9412
 E-mail Address: JBlueMark@aol.com

PARCEL INFORMATION

Town Of: East Fishkill
 Parcel Number: 132000-6459-03-335192-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) ND
 Parcel Acres: 36.00

Town Of: East Fishkill
 Parcel Number: 132000-6459-03-330454-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) ND
 Parcel Acres: 46.09

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Glenn Metzger

Signed: [Signature]

Date: 5/4/2010

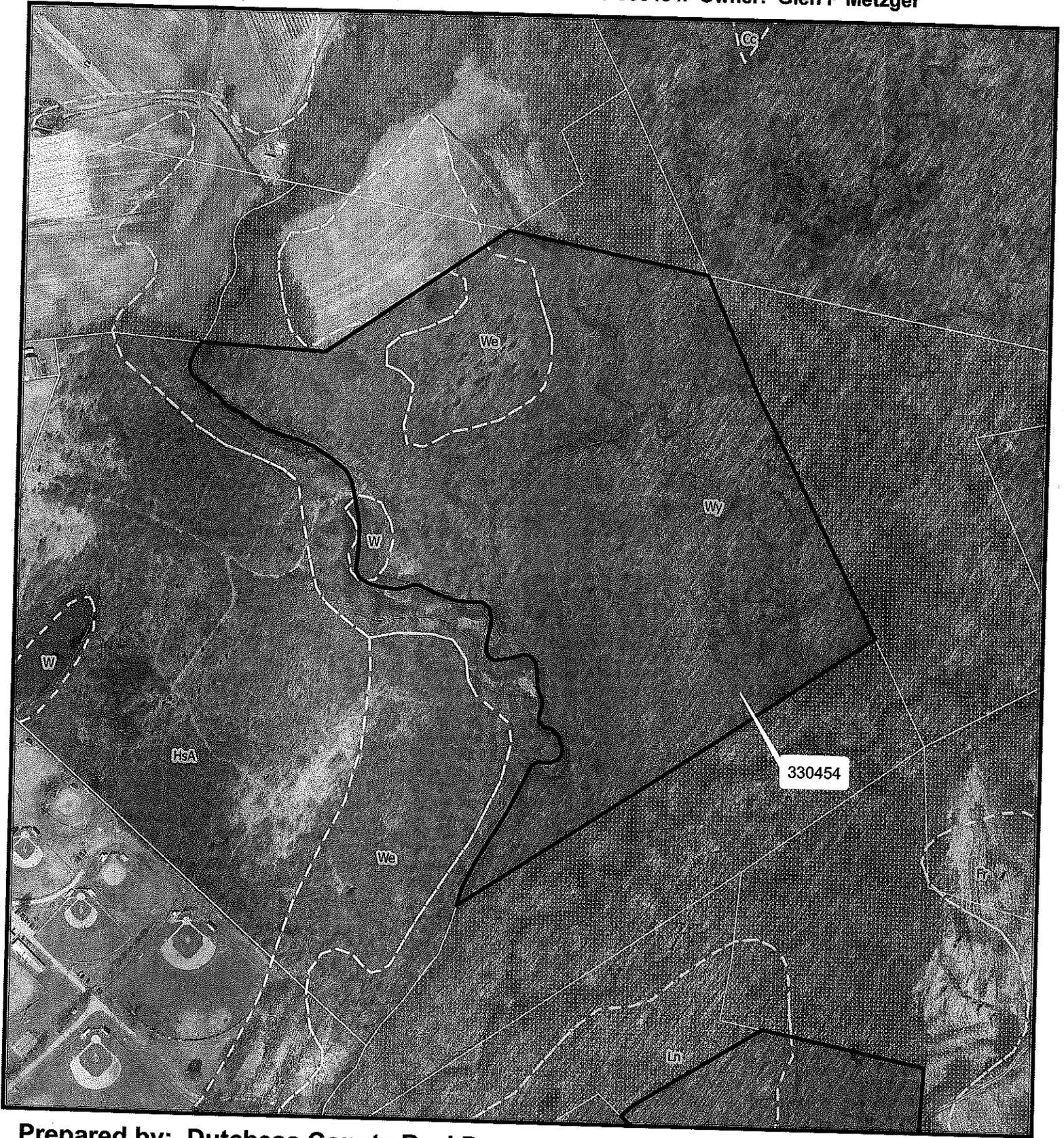
OFFICIAL USE ONLY

DATE RECEIVED: 5/11/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 332 AFPB SIGNATURE: Amy W. Baldwin

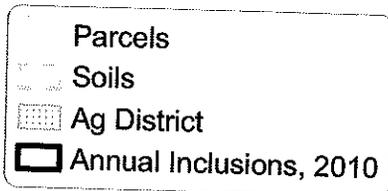
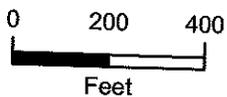
Proposed Additions to Agricultural District 22: Annual Inclusions under 303-b

Town of East Fishkill - Dutchess County, New York

Parcel ID number to be added: 132800-6459-03-330454. Owner: Glen P Metzger



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010

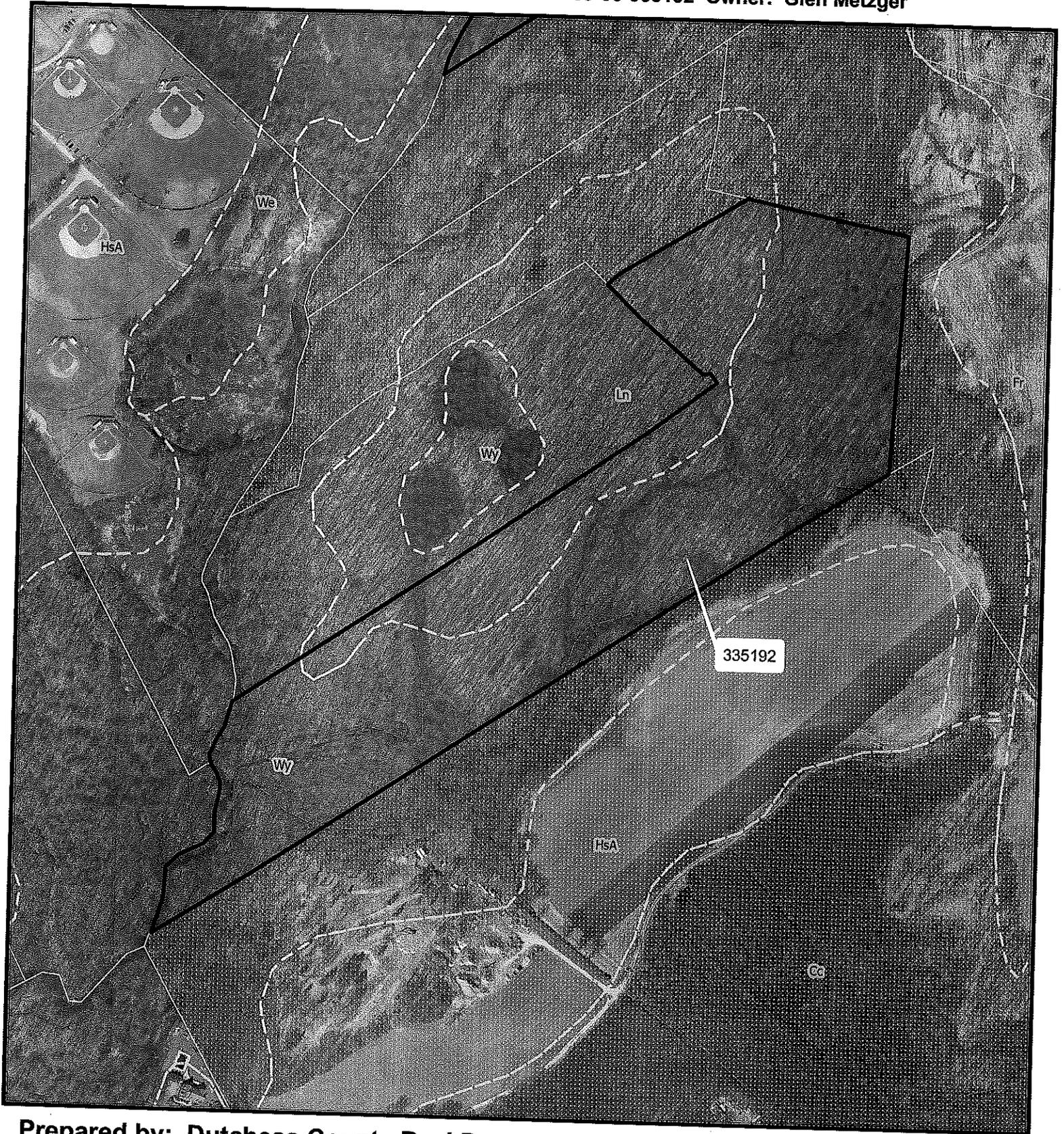


Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009

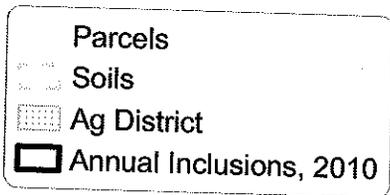
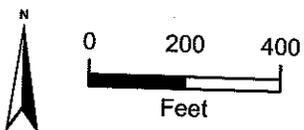
Proposed Additions to Agricultural District 22: Annual Inclusions under 303-b

Town of East Fishkill - Dutchess County, New York

Parcel ID number to be added: 132800-6459-03-335192 Owner: Glen Metzger



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Elizabeth H. Scheuer

Farm name / Corporation: _____

Owners Mailing Address: c/o Tag Associates, 75 Rockefeller Plaza
 City: New York State: NY Zip: 10019
 Phone #: 212-218-5167
 E-mail Address: _____

PARCEL INFORMATION

Town Of: East Fishkill
 Parcel Number: 132800 - 6558 - 04 - 664105 - 0000 *no*
 (Example: 132800 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 18.44

Town Of: East Fishkill
 Parcel Number: 132800 - 6558 - 04 - 770176 - 0000 *no*
 (Example: 132800 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 33.78

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Elizabeth H. Scheuer

Signed: E. Scheuer

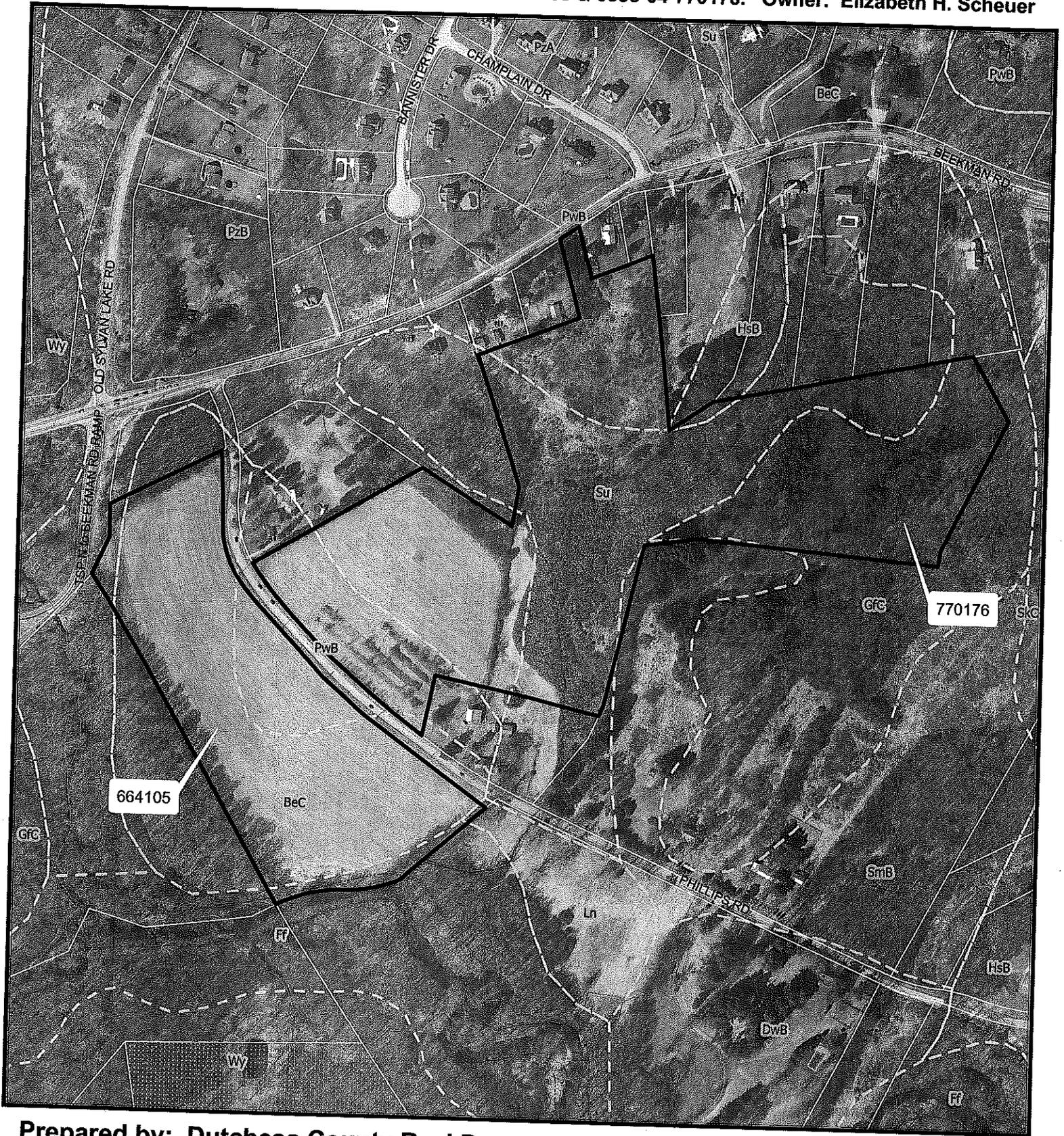
Date: 5/13/10

OFFICIAL USE ONLY

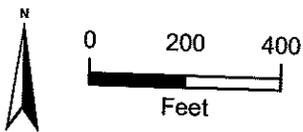
DATE RECEIVED: 7/1/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 329 AFPB SIGNATURE: Thomas W. Baldwin

Proposed Additions to Agricultural District 22: Annual Inclusions under 303-b Town of East Fishkill - Dutchess County, New York

Parcel ID numbers to be added: 132800-6558-04-664105 & 6558-04-770176. Owner: Elizabeth H. Scheuer

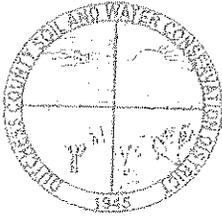


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Stephen and Regina Sokolik

Farm name / Corporation: BNC Stables

Owners Mailing Address: 970 Freedom Plains Rd.
 City: Poughkeepsie State: NY Zip: 12603
 Phone #: (845) 473-6330
 E-mail Address: renya28@aol.com

PARCEL INFORMATION

Town Of: La Grange
 Parcel Number: 033400-6460-01-207884-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 10.25

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Stephen Sokolik
Regina Sokolik

Signed: Stephen Sokolik / Regina Sokolik

Date: April 18, 2010

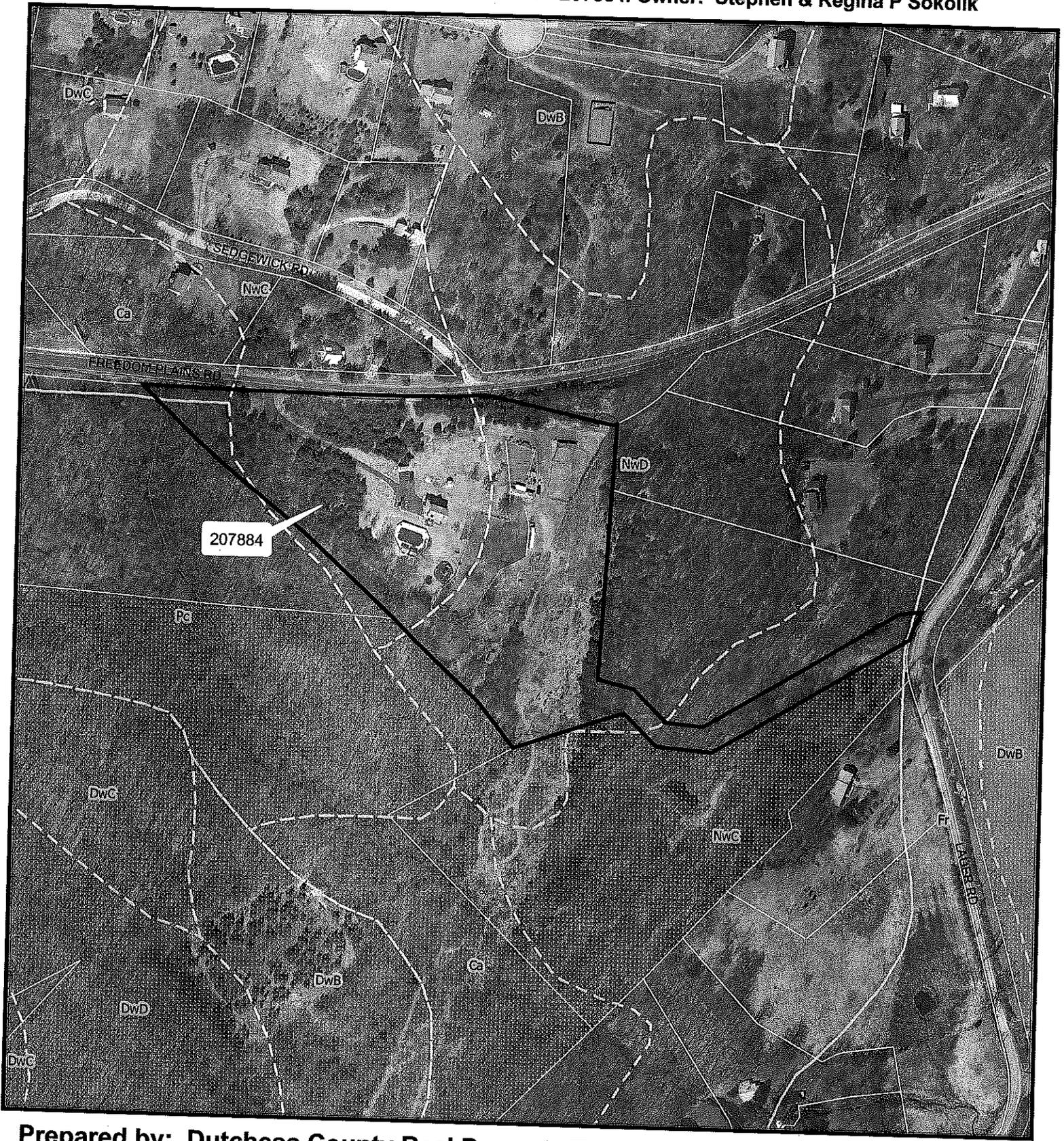
OFFICIAL USE ONLY

DATE RECEIVED: 4/19/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 22 APPB SIGNATURE: Gregory W. Baldwin

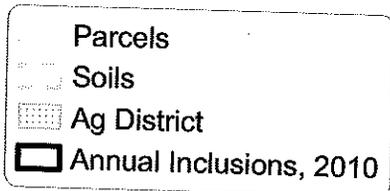
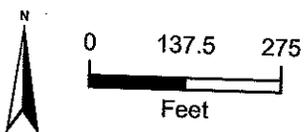
Proposed Additions to Agricultural District 22: Annual Inclusions under 303-b

Town of LaGrange - Dutchess County, New York

Parcel ID number to be added: 133400-6460-01-207884. Owner: Stephen & Regina P Sokolik



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



DUTCHESS COUNTY SOIL AND WATER CONSERVATION DISTRICT
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 Millbrook, N.Y. 12545
 Phone (845) 677-8011 ext. 3 Fax (845) 677-8354
 www.dutchessswcd.org

APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Peter Fetzler Jr.

Farm name / Corporation: Barker Mtn. North

Owners Mailing Address: 168 Mountain Rd
 City: Pleasant Valley State: N.Y. Zip: 12569
 Phone #: 845 590-8613
 E-mail Address: _____

Town Of: La Grange **PARCEL INFORMATION**

Parcel Number: 133480-6561-01-193983-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 25.81

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Peter Fetzler Jr.

Signed: Peter Fetzler Jr.

Date: 4/22/10

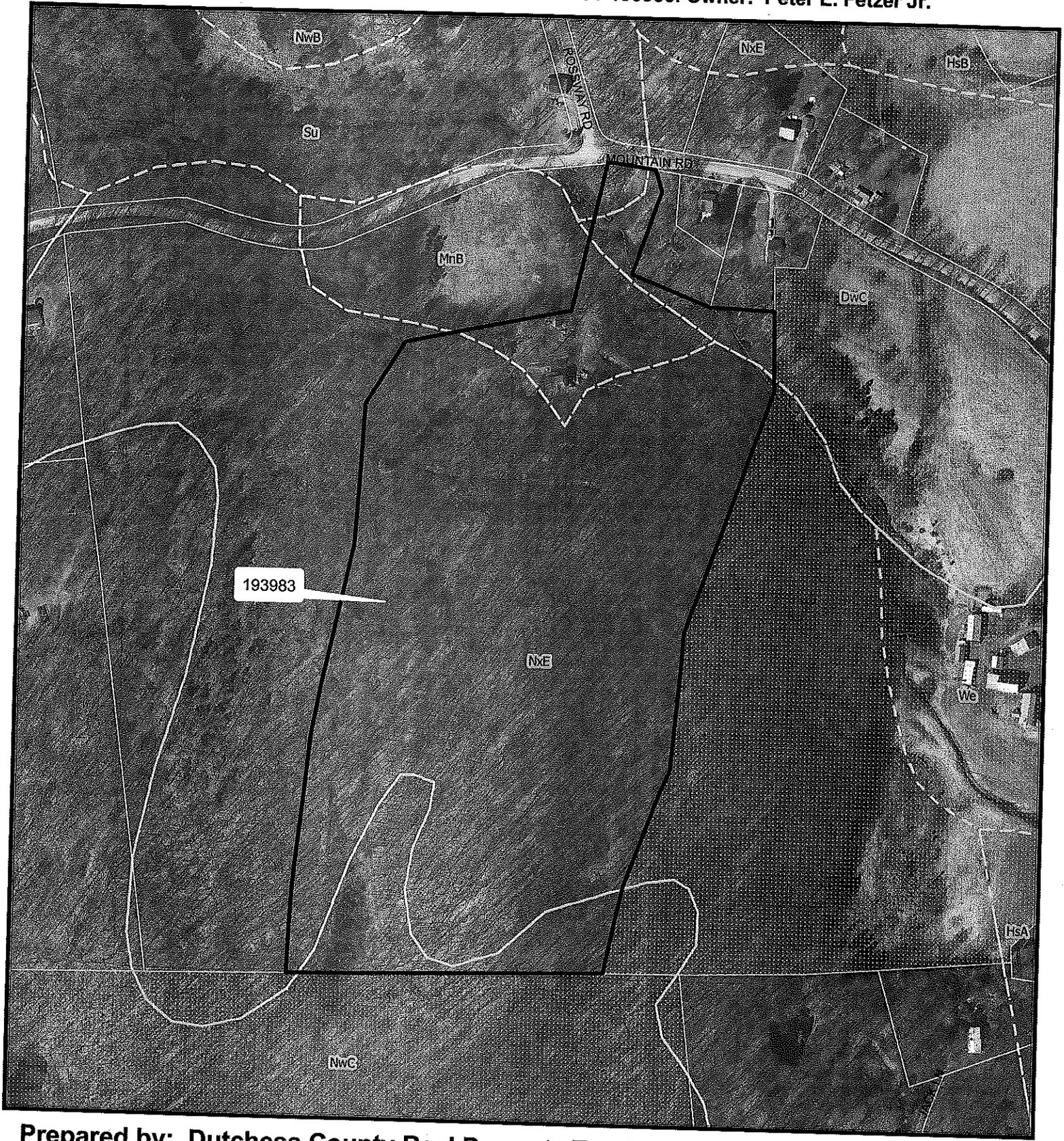
OFFICIAL USE ONLY

DATE RECEIVED: 4/22/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 222 AFPB SIGNATURE: Alary W. Baldwin

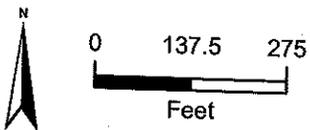
Proposed Additions to Agricultural District 22: Annual Inclusions under 303-b

Town of LaGrange - Dutchess County, New York

Parcel ID number to be added: 133400-6561-01-193983. Owner: Peter E. Fetzer Jr.

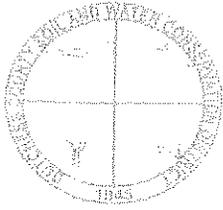


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

**APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Jon K Levett

Farm name / Corporation: NA

Owners Mailing Address: 32 Ketchcartown Road
 City: Wappingers Falls State: N.Y. Zip: 12590
 Phone #: 845 590 2371
 E-mail Address: LevettLandScapes@aol.com

PARCEL INFORMATION

Town Of: Wappingers
 Parcel Number: 132000-6257-00-987436-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) 750
 Parcel Acres: 24.46

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Jon K. Levett

Signed: [Signature]

Date: 4/16/2010

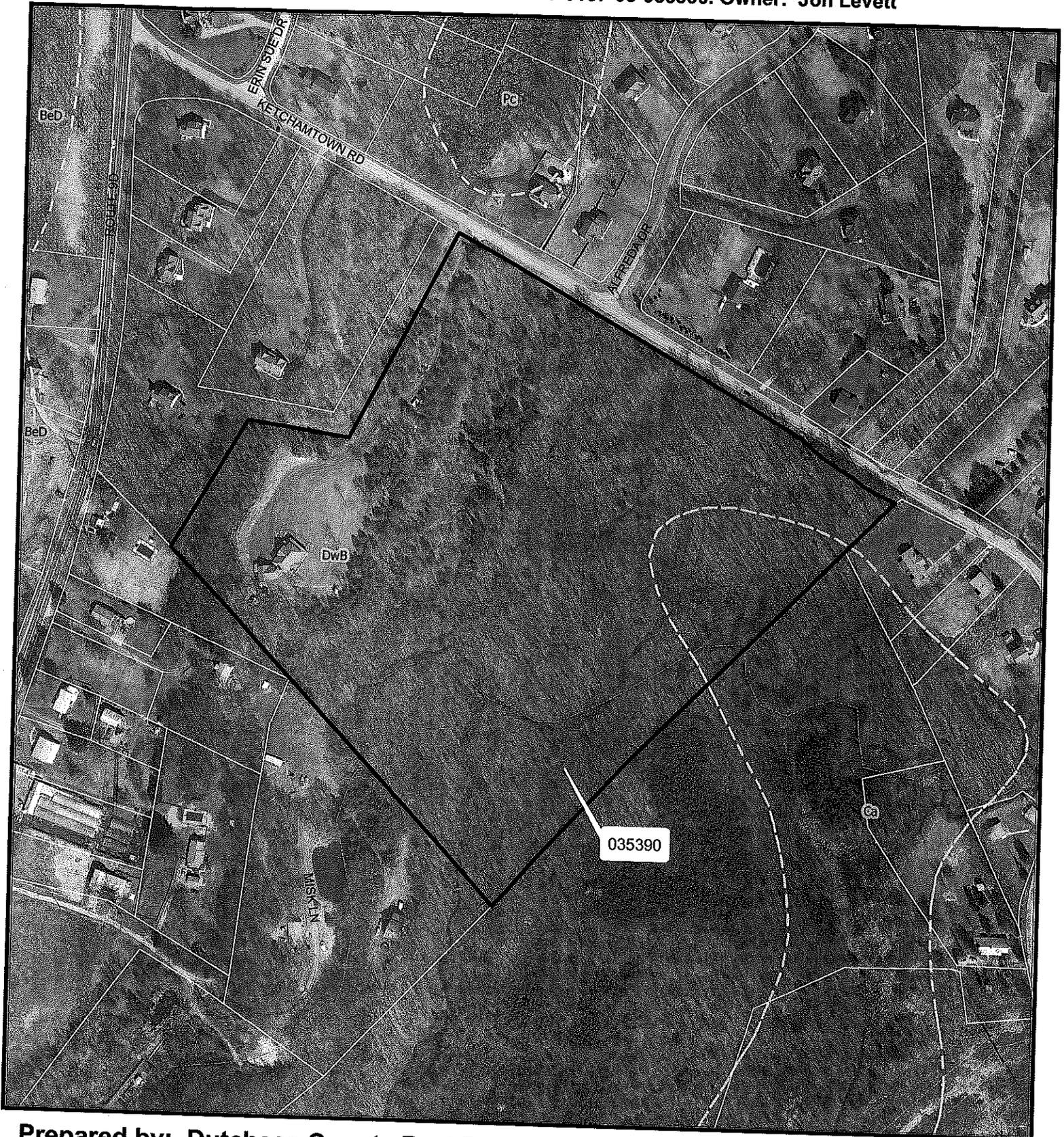
OFFICIAL USE ONLY

DATE RECEIVED: 4/21/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 212 AFPB SIGNATURE: [Signature]

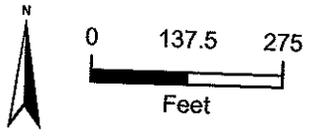
Proposed Additions to Agricultural District 22: Annual Inclusions under 303-b

Town of Wappinger - Dutchess County, New York

Parcel ID number to be added: 135689-6157-03-035390. Owner: Jon Levett

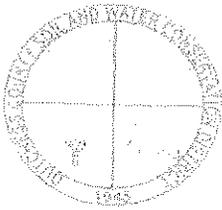


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Grape Hollow Associates Ltd
 Farm name / Corporation: 40 Louis Pescatore
Grape Hollow Associates Ltd
 Owners Mailing Address: 40 Louis Pescatore 82 Depot Hill Rd
 City: Helmets N.Y. State: N.Y. Zip: 12531
 Phone #: 917 696-6567
 E-mail Address: _____

PARCEL INFORMATION

Town Of: Beekmantown
 Parcel Number: 6746-00-702-000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 80

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Grape Hollow Associates Ltd
 Signed: Louis Pescatore Pres
 Date: _____

OFFICIAL USE ONLY

DATE RECEIVED: 1/26/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 00 AFPB SIGNATURE: Henry W. B. Johnson



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Grape Hollow Associates Ltd
 Farm name / Corporation: Grape Hollow Associates Ltd
 Owners Mailing Address: c/o Louis Pescatore 82 Depot Hill Rd
 City: Holmes State: N.Y. Zip: 12531
 Phone #: 917 646-6567
 E-mail Address: _____

PARCEL INFORMATION

Town Of: Beekman
 Parcel Number: 6756-00-899-630-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 5 ACR (4.5) N^o

Town Of: Beekman
 Parcel Number: 6756-00-899582-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 127 (29.70) N^o

Town Of: Beekman
 Parcel Number: 6756-00-926766-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 124 (20.30) N^o

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Grape Hollow Associates Ltd
 Signed: Louis Pescatore Pres
 Date: 4/26/2010

OFFICIAL USE ONLY

DATE RECEIVED: 4/26/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 23 AFB SIGNATURE: Henry W. Baldwin



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APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: FERRIS MONTAGNE

Farm name / Corporation: _____

Owners Mailing Address: 22 HARBOR POINT DRIVE
 City: KEY BISCAYNE State: FL Zip: 331490000
 Phone #: 917 323 3295
 E-mail Address: charlesbica@hotmail.com

PARCEL INFORMATION

Town Of: DOVER
 Parcel Number: 132600-6960-00-288821
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NJ
 Parcel Acres: 153.2

Town Of: DOVER
 Parcel Number: 132600-6961-00-213927
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NJ
 Parcel Acres: 97.1

Town Of: DOVER
 Parcel Number: 132600-6961-00-126272
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NJ
 Parcel Acres: 25.73

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): CHARLES BICA Managing Director

Signed: _____

Date: 04/19/10

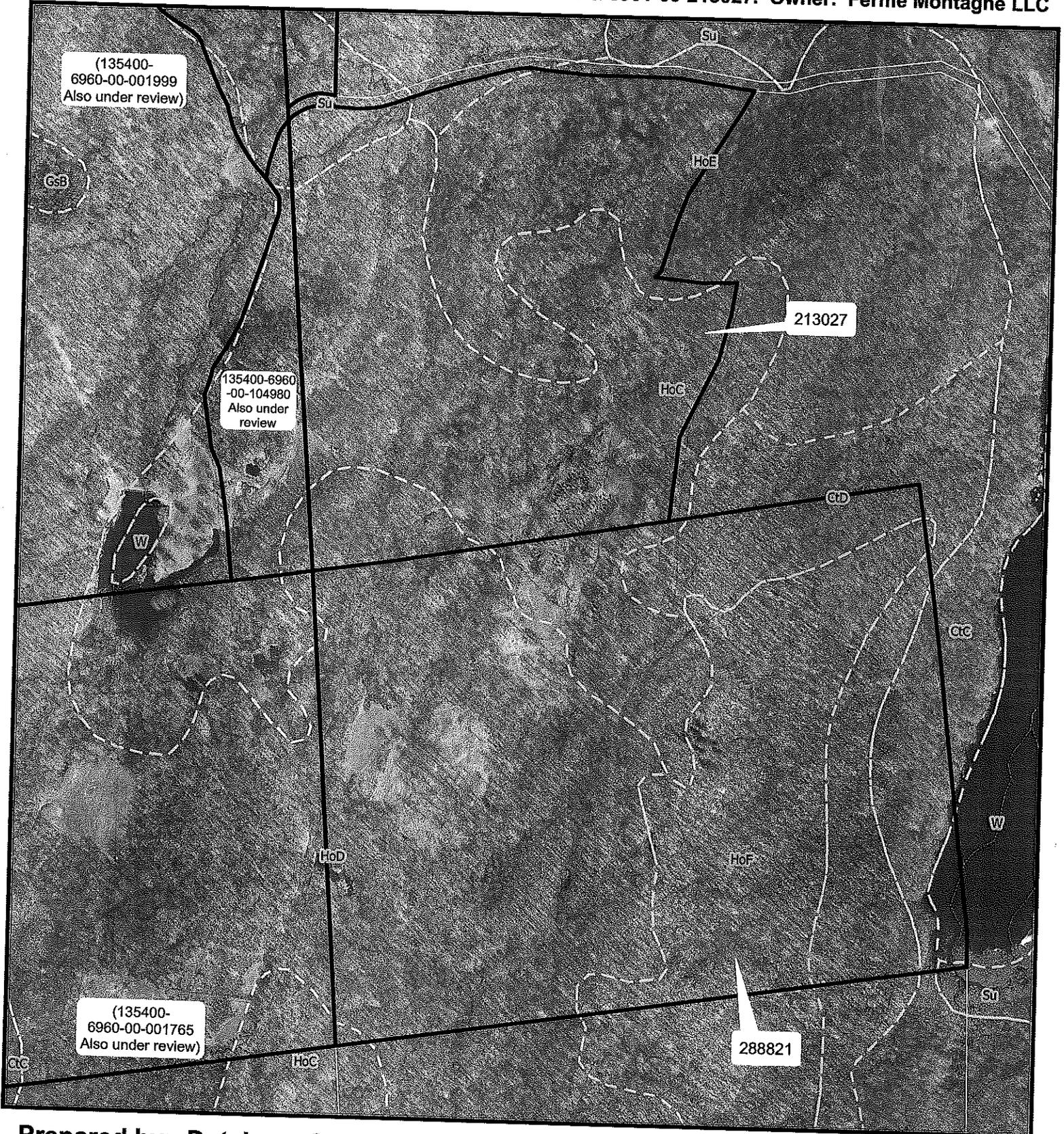
OFFICIAL USE ONLY

DATE RECEIVED: 4/20/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 2A AFPB SIGNATURE: Henry W. B. Adams

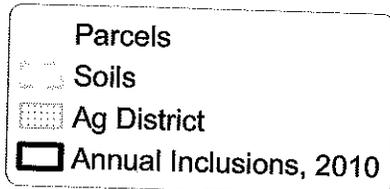
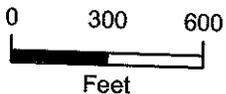
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Dover - Dutchess County, New York

2 Parcel ID numbers to be added: 132600-6960-00-288821 & 6961-00-213027. Owner: Ferme Montagne LLC



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010

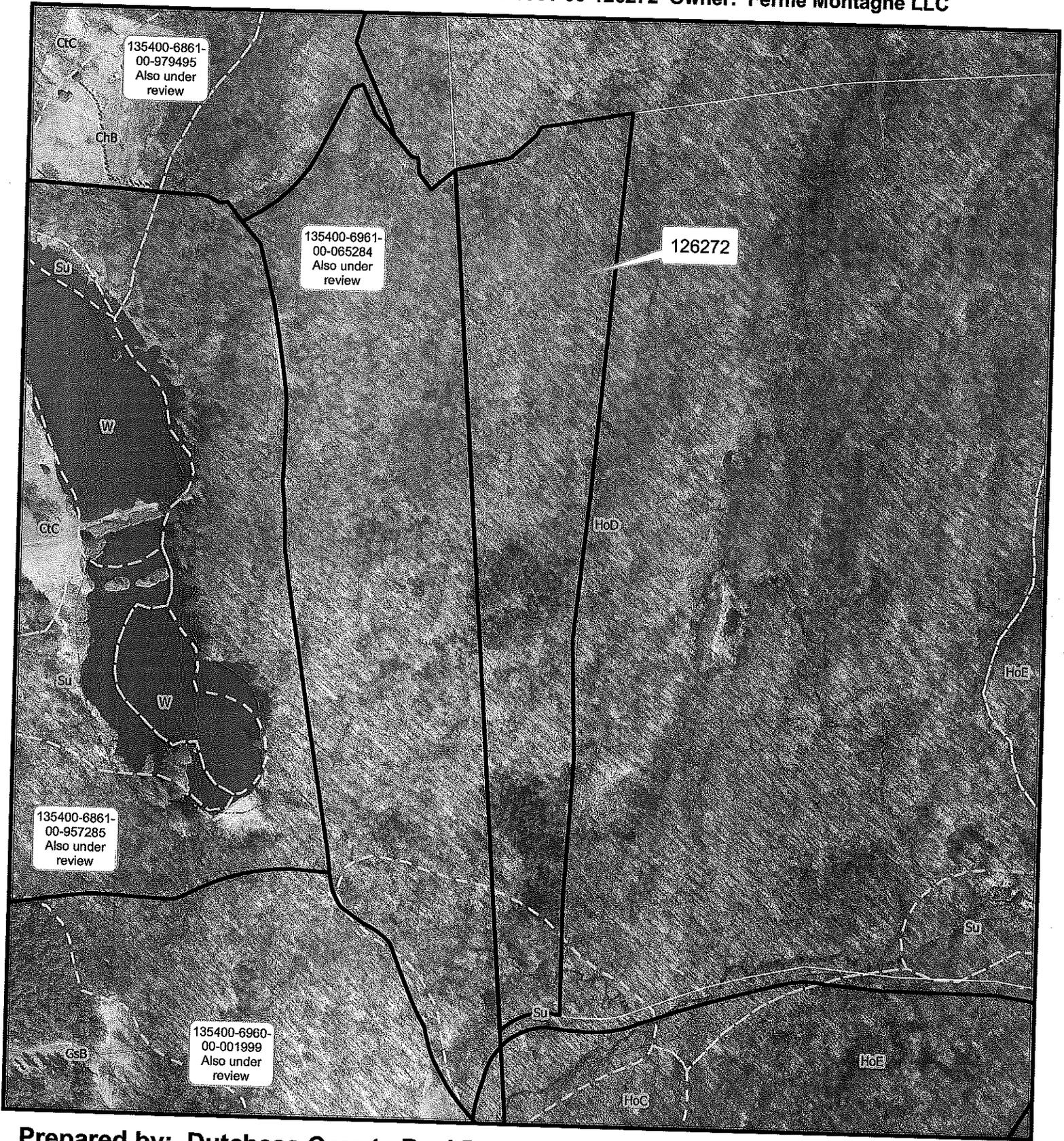


Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009

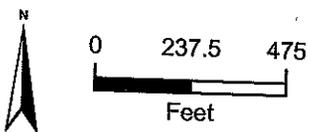
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Dover - Dutchess County, New York

Parcel ID number to be added: 132600-6961-00-126272 Owner: Ferme Montagne LLC

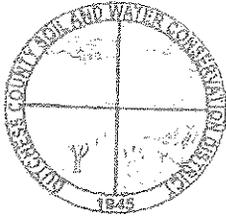


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
 Tax Parcel Maps and Municipal Boundaries:
 Dutchess County Real Property Tax Map Coverages, March 2010
 Agricultural Districts: An Overlay of District Boundaries and
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14

APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED

* NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: ANDREW AND JODIE FINK

Farm name / Corporation: _____

Owners Mailing Address: 70 EAST 77TH STREET

City: NEW YORK State: NY Zip: 10075

Phone #: (212) 717-9622

E-mail Address: jlkfink@mac.com

PARCEL INFORMATION

Town Of: DOVER

Parcel Number: 132600-6963-00-525110-0000

(Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 32.2

Town Of: _____

Parcel Number: _____

(Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Town Of: _____

Parcel Number: _____

(Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): ANDREW AND JODIE FINK

Signed: Andrew A. Fink

Date: APRIL 22, 2010

OFFICIAL USE ONLY

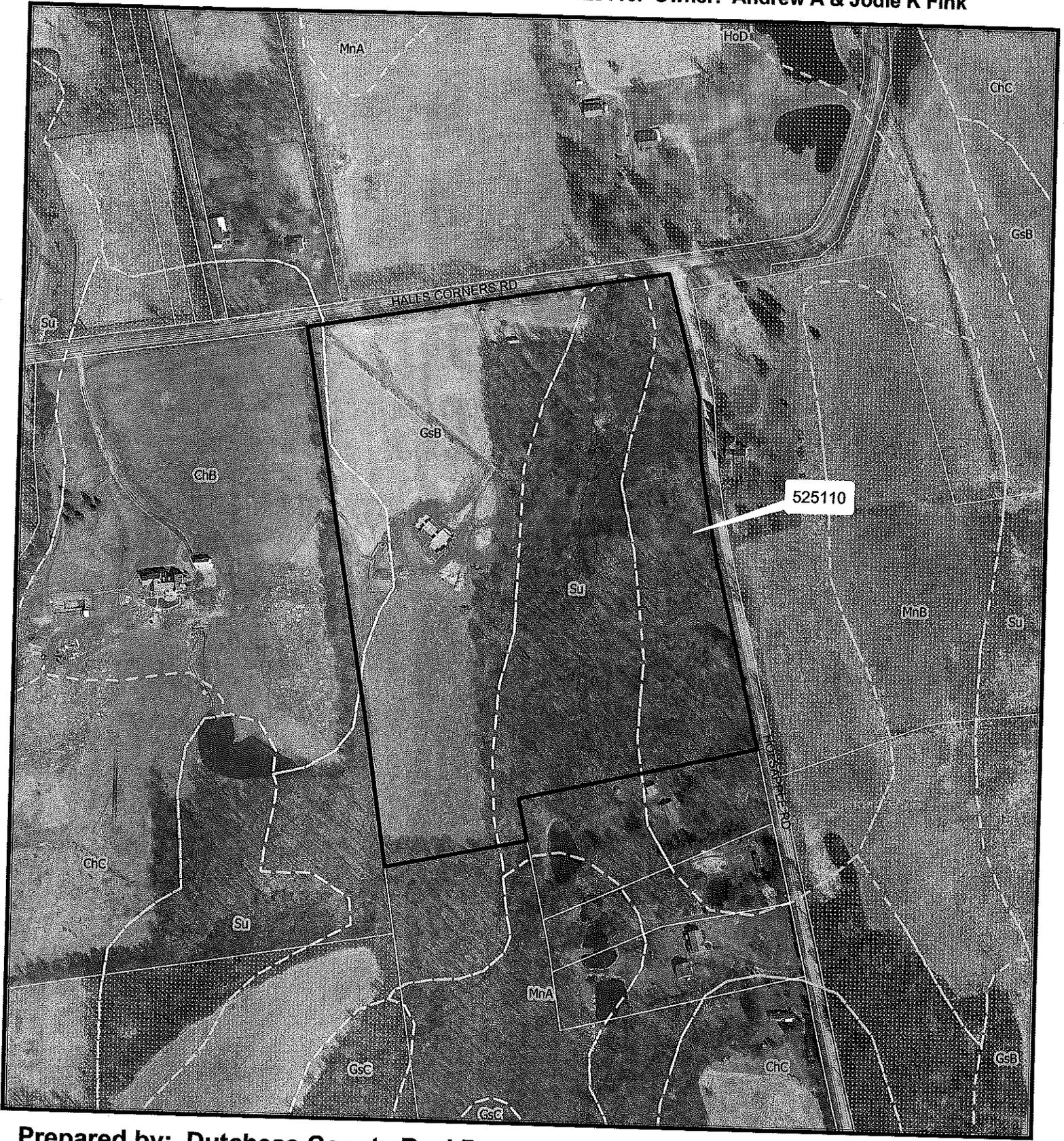
DATE RECEIVED: 4/22/10 APPROVED: DISAPPROVED:

AG DIST #: 23 AFPB SIGNATURE: Glenn W. B. Aldwin

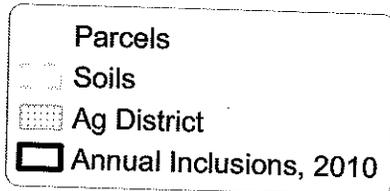
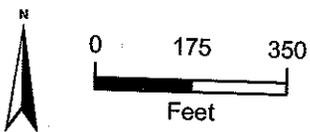
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Dover - Dutchess County, New York

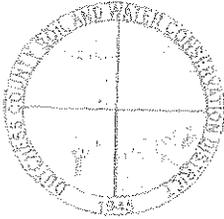
Parcel ID number to be added: 132600-6963-00-525110. Owner: Andrew A & Jodie K Fink



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
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 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

**APPLICATION PERIOD APRIL 15 TO MAY 14
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PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: PATRICIA LANDIS DU PLESSIS +
CORNELIUS DU PLESSIS

Farm name / Corporation: RAINBOWS END BUTTERFLY FARM + NURSERY
LLC.

Owners Mailing Address: 13 RAINBOWS END
 City: PAWLING State: NY Zip: 12564
 Phone #: 845-832-6749
 E-mail Address: INFO@RAINBOWSENDFARM.BIZ

PARCEL INFORMATION

Town Of: DOVER
 Parcel Number: 04-7059-00-494195-00 ND
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 74.66

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): PATRICIA LANDIS DU PLESSIS +
CORNELIUS DU PLESSIS

Signed: Patricia Landis du Plessis
Cornelius du Plessis

Date: 5/11/10

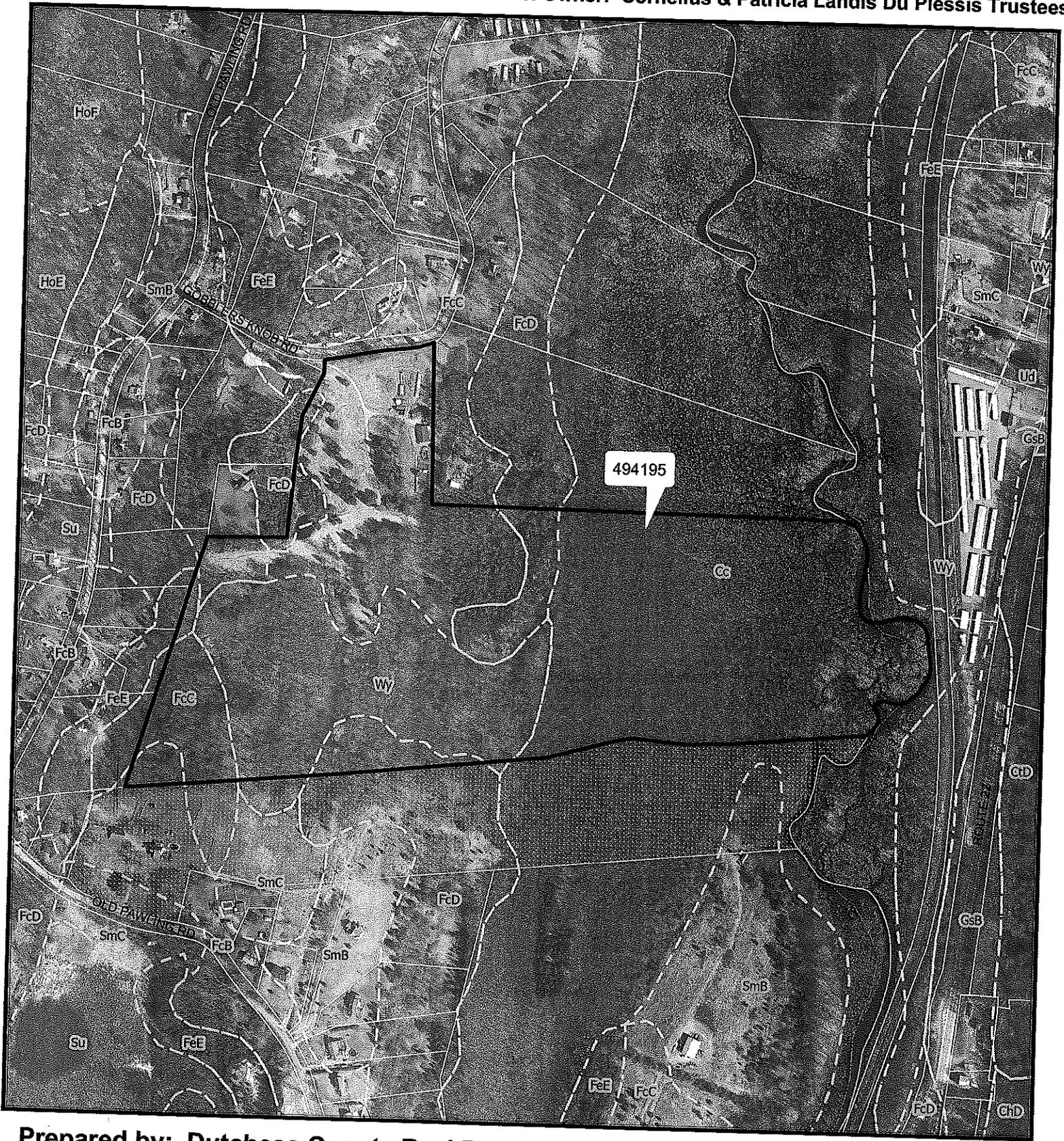
OFFICIAL USE ONLY

DATE RECEIVED: 5/12/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 23 AFPB SIGNATURE: George W. Baldwin

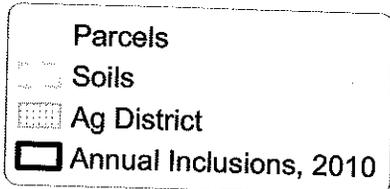
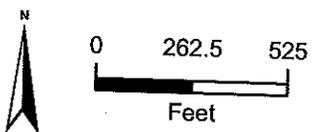
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Dover - Dutchess County, New York

Parcel ID number to be added: 132600-7059-00-494195. Owner: Cornelius & Patricia Landis Du Plessis Trustees



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
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 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

**APPLICATION PERIOD APRIL 15 TO MAY 14
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PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Thomas Dushas

Farm name / Corporation: PEGASUS FARMS INC.

Owners Mailing Address: P.O. Box 455
 City: Dover Plains State: NY Zip: 12522
 Phone #: 845 877 3147
 E-mail Address: pegasusfarmsinc@aol.com

PARCEL INFORMATION

Town Of: Dover
 Parcel Number: 1062-00-346325
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 42

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Thomas Dushas

Signed: Thomas Dushas

Date: 4/20/10

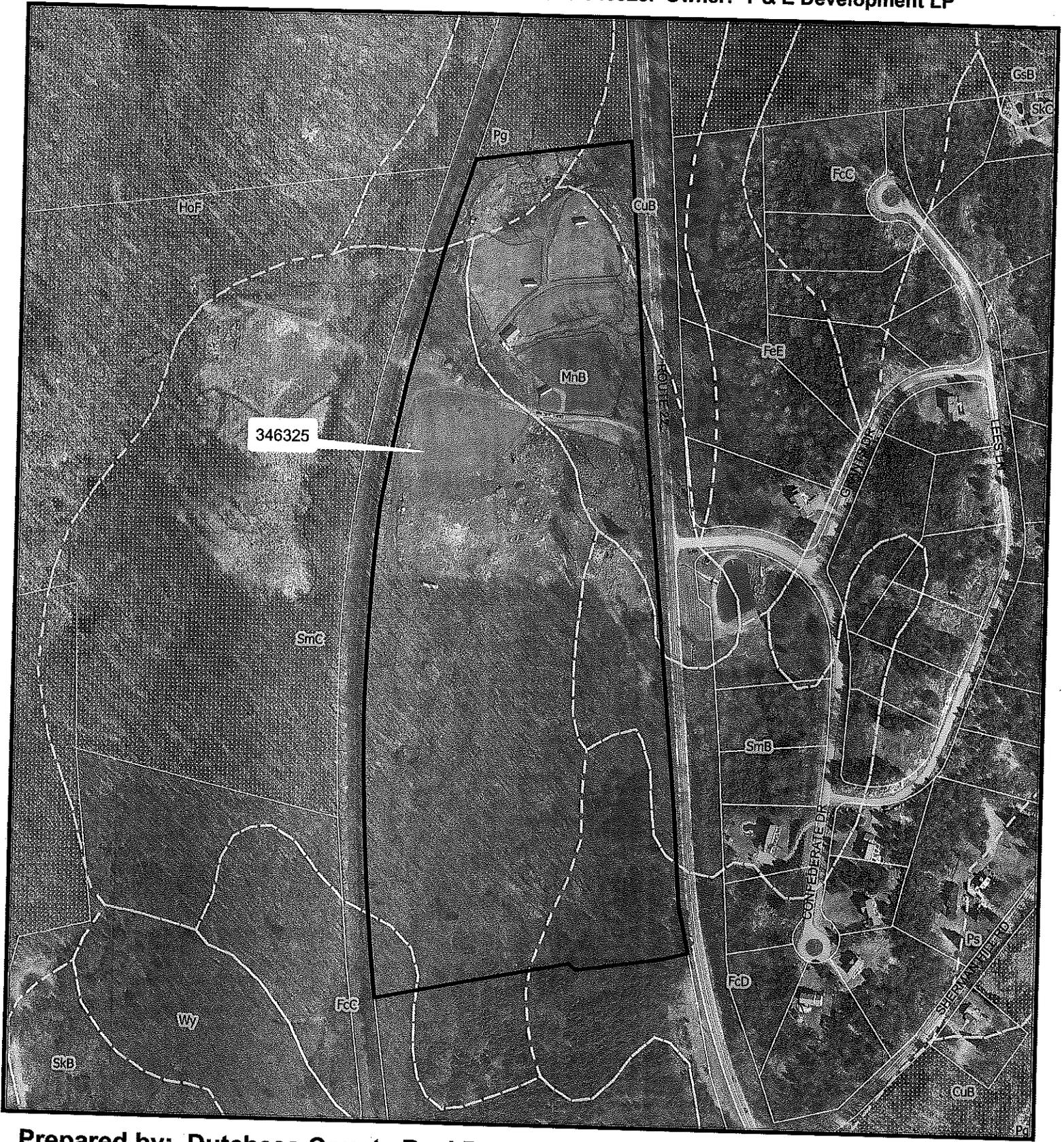
OFFICIAL USE ONLY

DATE RECEIVED: 4/21/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 22 AFPB SIGNATURE: Alamy W. Baldoni

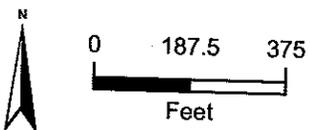
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Dover - Dutchess County, New York

Parcel ID number to be added: 132600-7062-00-346325. Owner: T & E Development LP



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

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**APPLICATION PERIOD APRIL 15 TO MAY 14
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PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Penny Road Farm, LLC.

Farm name / Corporation: _____

Owners Mailing Address: c/o Cappillino & Rothschild, LLP, Seven Broad Street,
 City: Pawling State: NY Zip: 12564 PO Box 103
 Phone #: 845-855-5444
 E-mail Address: dc@cappillino.com

PARCEL INFORMATION

Town Of: Pawling

Parcel Number: 1 3 4 0 8 9 - 6 8 5 7 - 0 0 - 9 7 5 8 6 7 - 0 0 0 0 NO
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : 222.8

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0 000)

Parcel Acres : _____

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres : _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Penny Road Farm, LLC.
 By: Philip C. Bonanno, Managing Member

Signed: *Philip C. Bonanno*

Date: 4/19/10

OFFICIAL USE ONLY

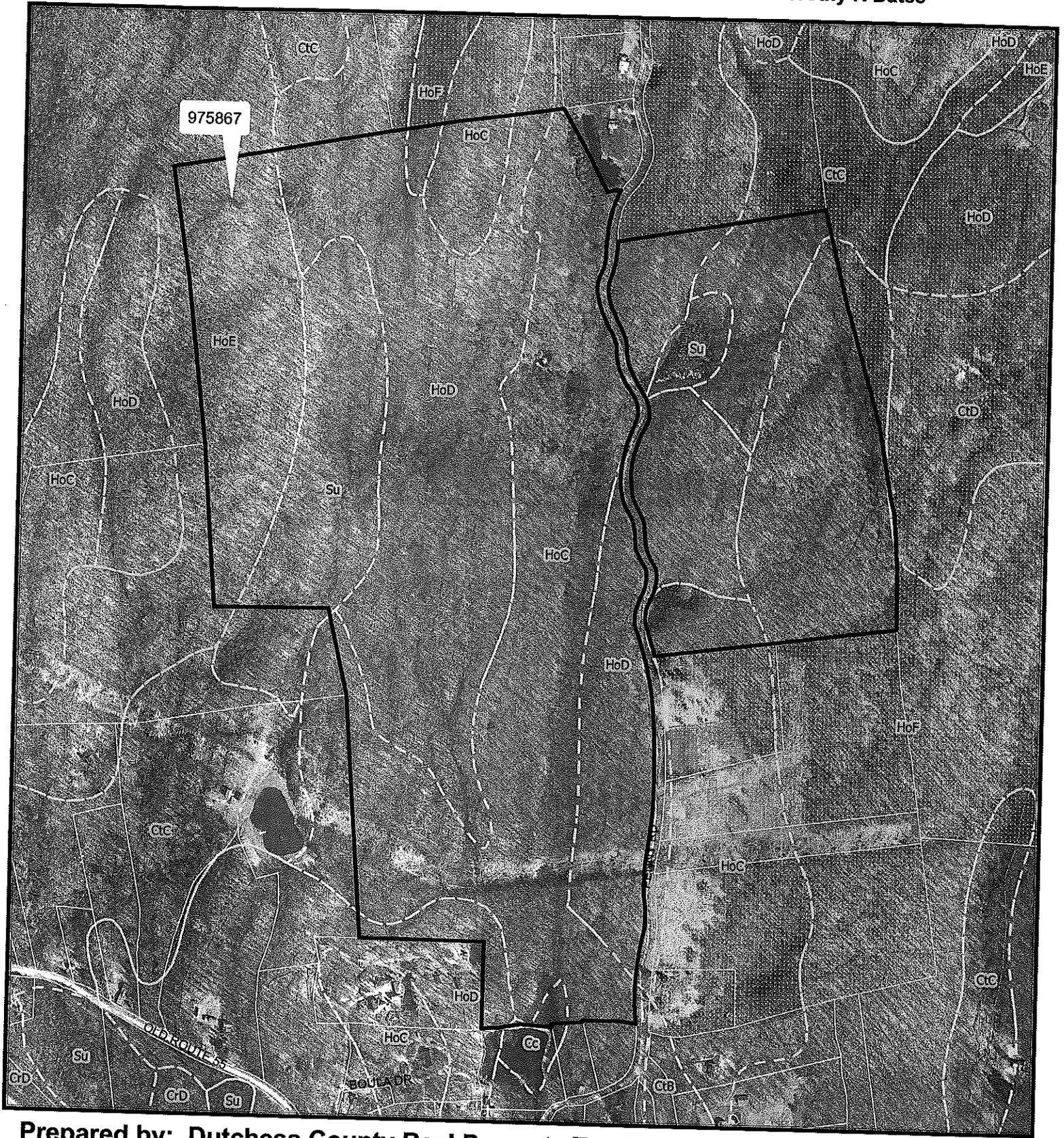
DATE RECEIVED: 4/19/10 APPROVED: DISAPPROVED:

AG DIST #: 23 AEPB SIGNATURE: *Anthony W. Baldwin*

Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Pawling - Dutchess County, New York

Parcel ID number to be added: 134089-6857-00-975867. Owner: Dorothy R Bates

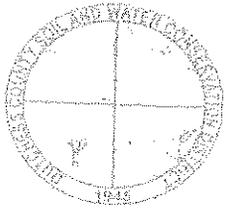


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



- Parcels
- Soils
- Ag District
- Annual Inclusions, 2010

Data Sources:
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 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Maryann Hegel-Dornemann
 Farm name / Corporation: Freedom Farms
 Owners Mailing Address: 15 Verbank Club Road
 City: Verbank State: NY Zip: 12585
 Phone #: (917) 865-0281
 E-mail Address: freedomfarmeny@gmail.com

PARCEL INFORMATION

Town Of: Union Vale
 Parcel Number: 135400-6762-00-022947-0200
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 9.58

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Maryann Hegel-Dornemann
 Signed: [Signature]
 Date: 5-14-10

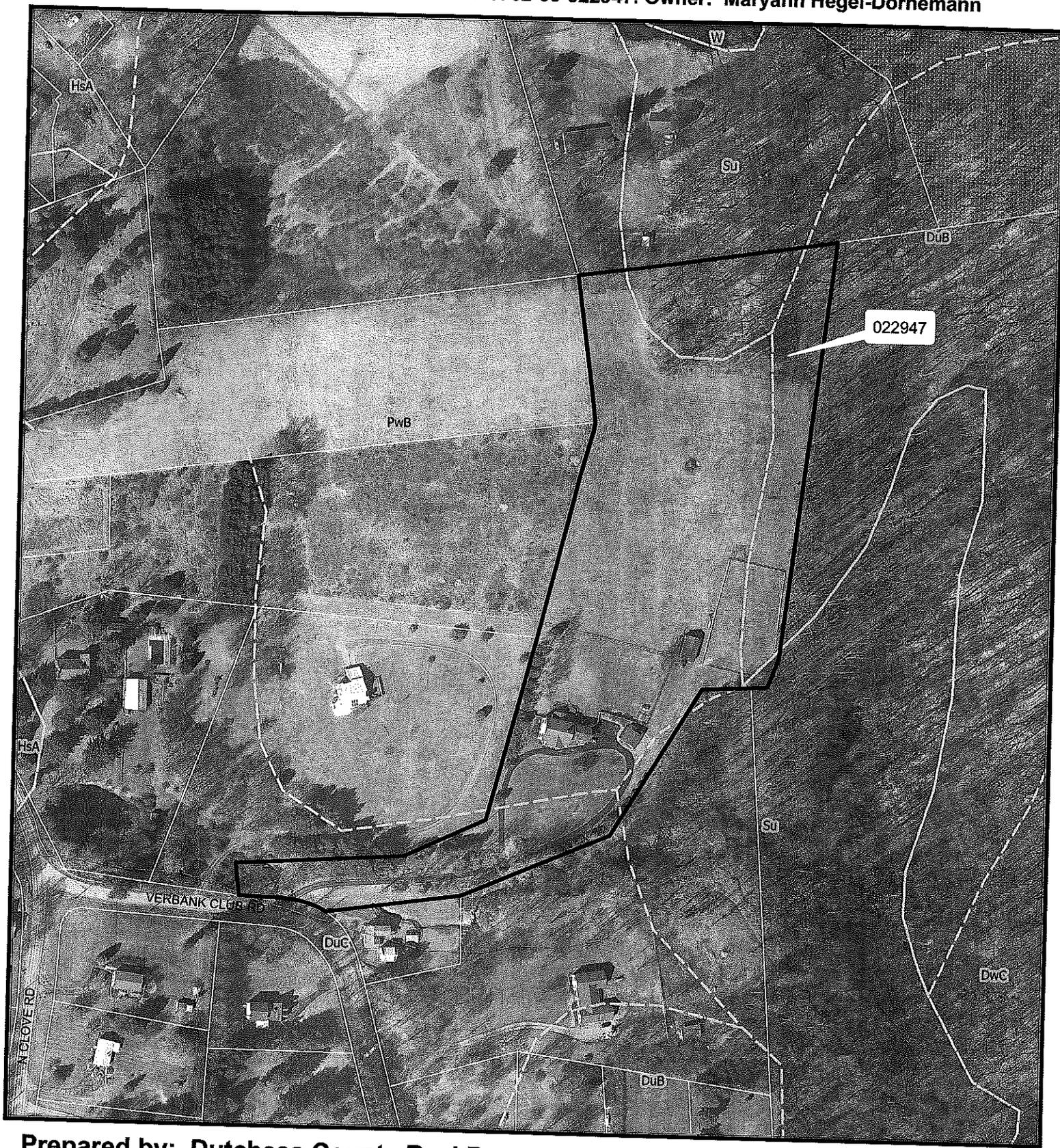
OFFICIAL USE ONLY

DATE RECEIVED: 5/14/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 25 AFPB SIGNATURE: [Signature]

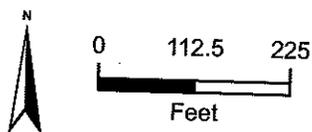
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Union Vale - Dutchess County, New York

Parcel ID number to be added: 135400-6762-00-022947. Owner: Maryann Hegel-Dornemann

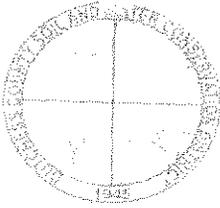


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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**APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY
 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: FERME MONTAGNE
 Farm name / Corporation: _____
 Owners Mailing Address: 22 HARBOR POINT DR.
 City: KEY BISCAYNE State: FL Zip: 33149
 Phone #: 919 385 5295
 E-mail Address: charlesbick@netra1.com

PARCEL INFORMATION

Town Of: UNION VALE
 Parcel Number: 135400-6960-00-194980-
 (Example: 132000 - 6257 - 00 - 987436 - 0000) no
 Parcel Acres: 10.07

Town Of: UNION VALE
 Parcel Number: 135400-6960-00-001999-
 (Example: 132000 - 6257 - 00 - 987436 - 0000) no
 Parcel Acres: 130.61

Town Of: UNION VALE
 Parcel Number: 135400-6860-00-889963-
 (Example: 132000 - 6257 - 00 - 987436 - 0000) no
 Parcel Acres: 109.24

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Charles Bick Managing Director

Signed: [Signature]

Date: 04/14/10

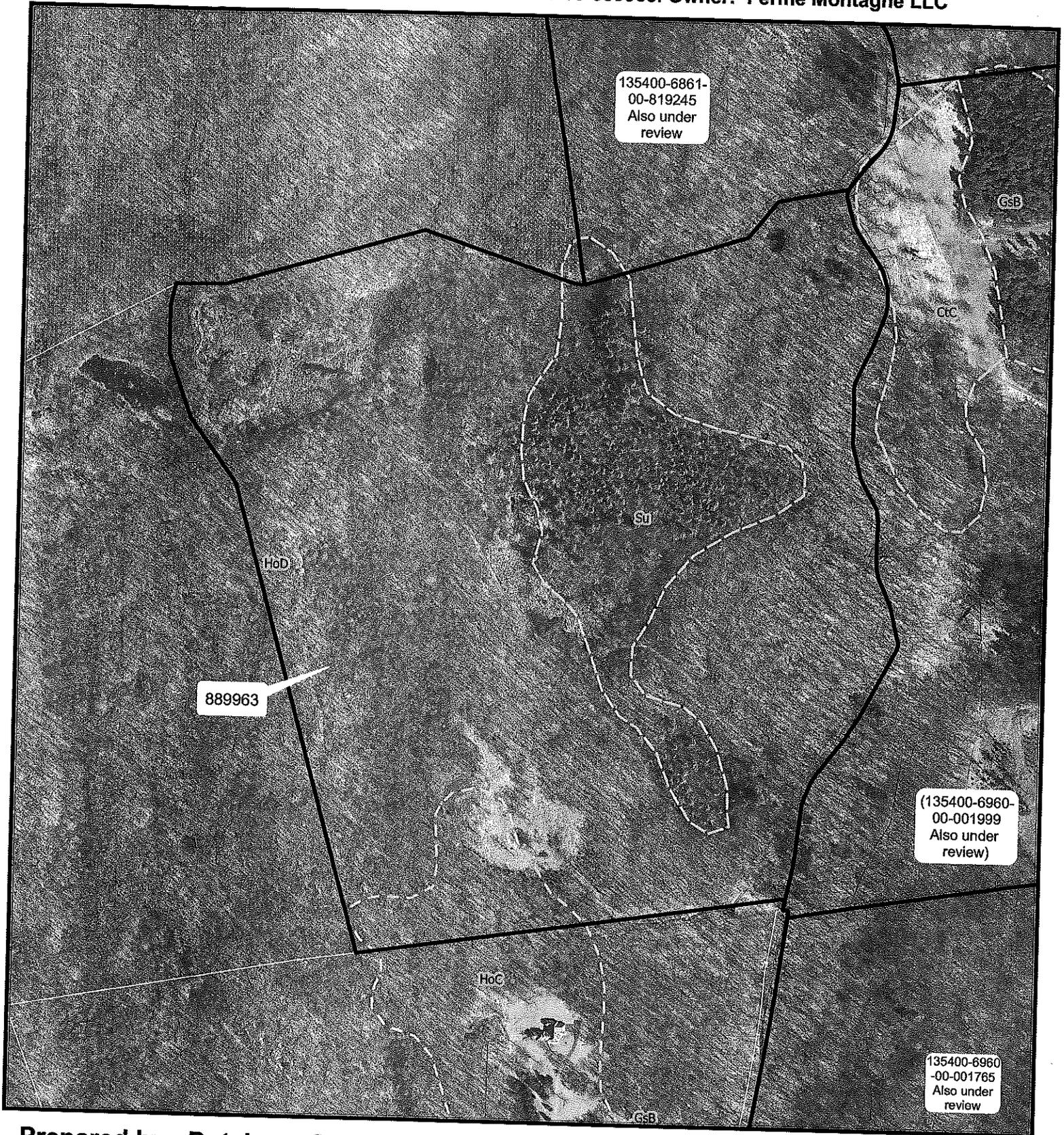
OFFICIAL USE ONLY

DATE RECEIVED: 4/14/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 02 AFPB SIGNATURE: [Signature]

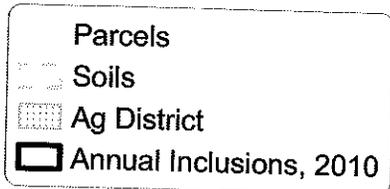
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Union Vale - Dutchess County, New York

Parcel ID number to be added: 135400-6860-00-889963. Owner: Ferme Montagne LLC



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010

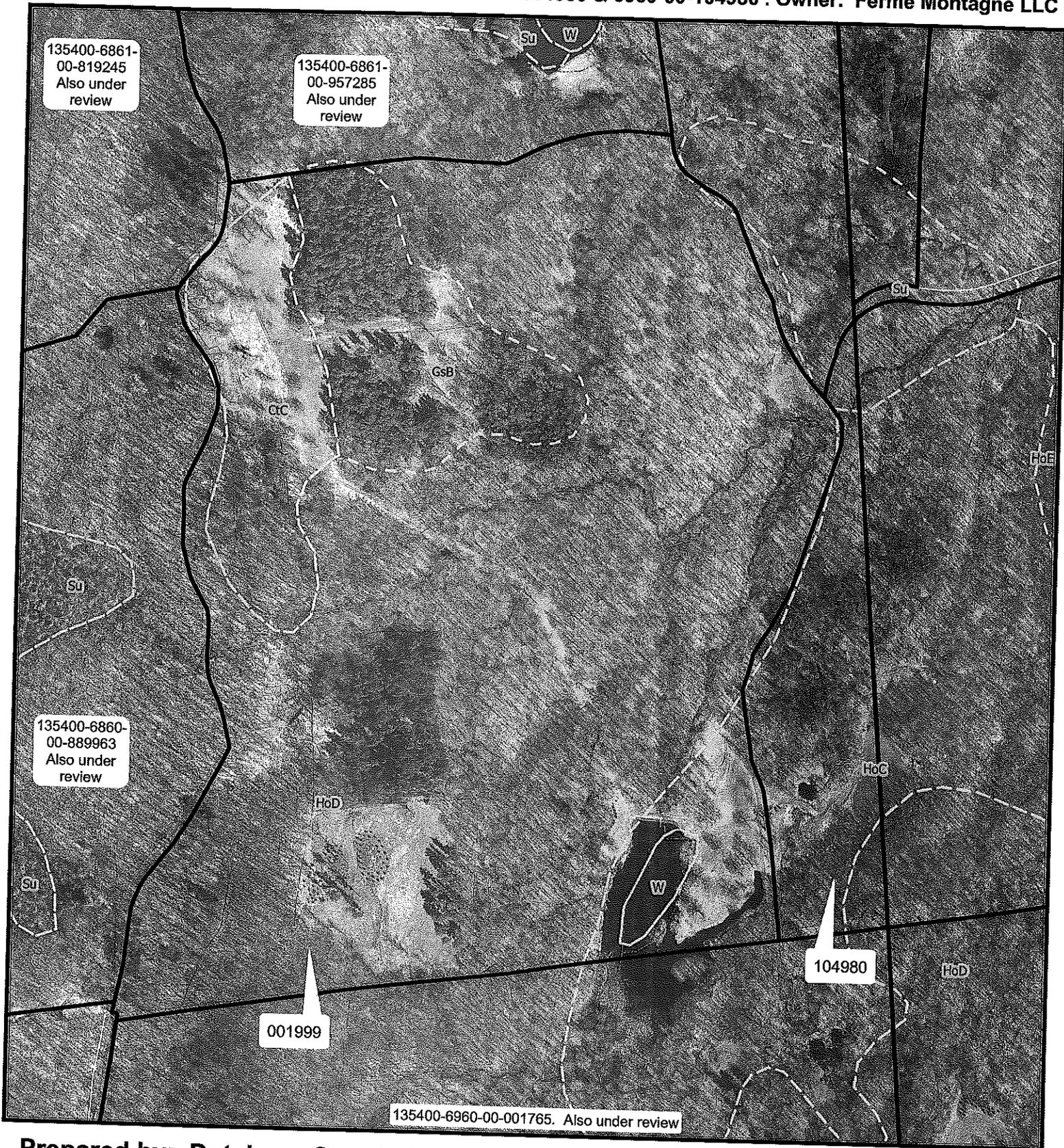


Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009

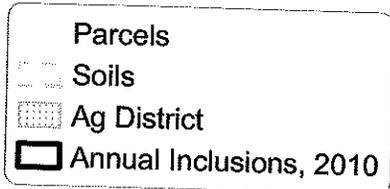
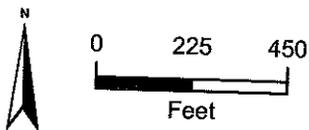
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Union Vale - Dutchess County, New York

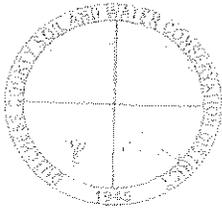
2 Parcel ID numbers to be added: 135400-6960-00-001999 & 6960-00-104980 . Owner: Ferme Montagne LLC



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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**APPLICATION PERIOD APRIL 15 TO MAY 14
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 * NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: FERME MONTAGNE

Farm name / Corporation: _____

Owners Mailing Address: 22 HARBOR POINT DR.
 City: KEY BISCAYNE State: FL Zip: 33149
 Phone #: 914 378 5295
 E-mail Address: charlesbick@hotmail.com

PARCEL INFORMATION

Town Of: UNION VALE
 Parcel Number: 135400-6861-00-819245
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 84.71

Town Of: UNION VALE
 Parcel Number: 135400-6861-00-953285
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 87.7

Town Of: UNION VALE
 Parcel Number: 135400-6961-00-065284
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 55.69

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Charles Bick Managing Director

Signed: _____

Date: 04/19/10

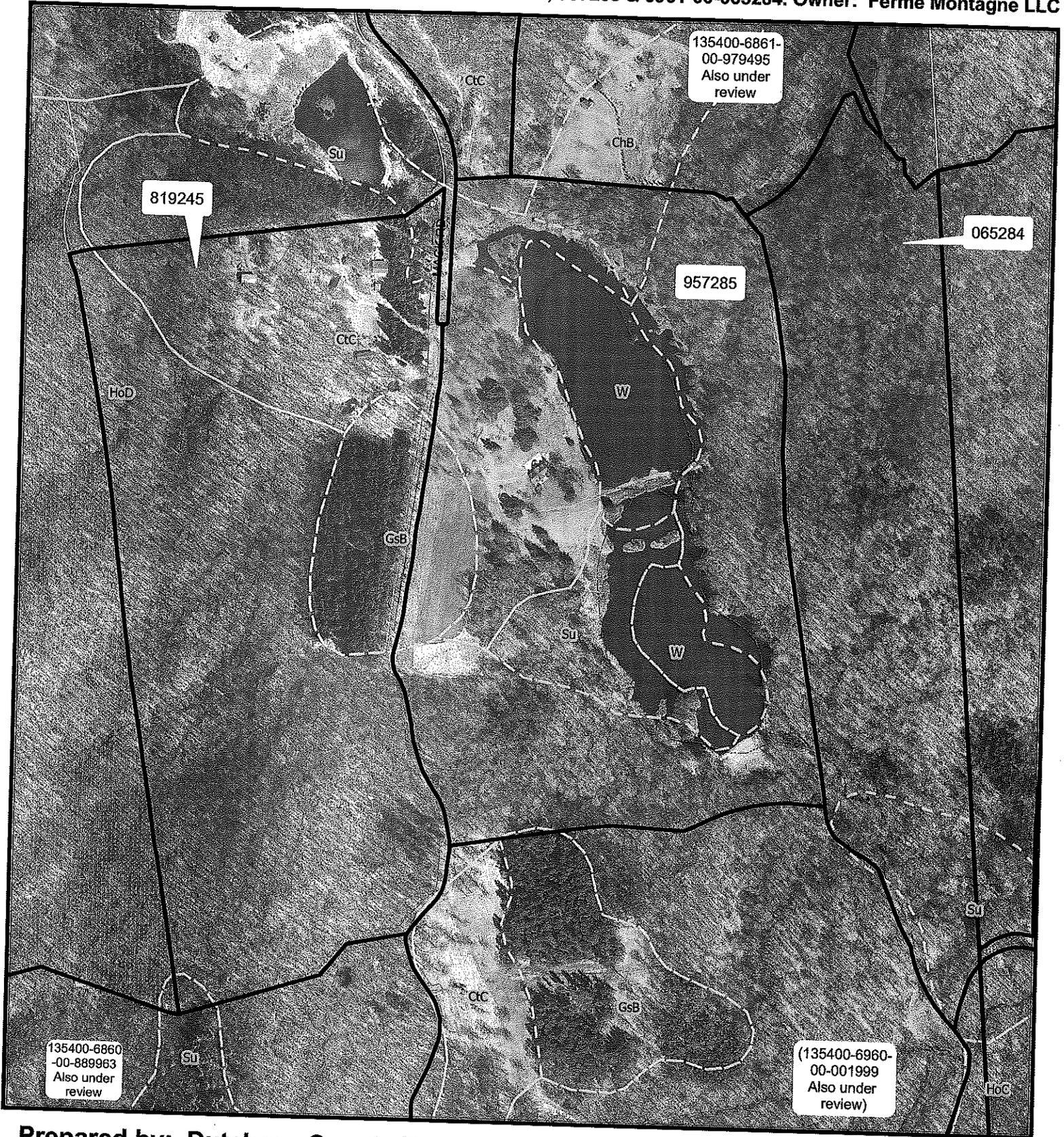
OFFICIAL USE ONLY

DATE RECEIVED: 4/20/10 APPROVED: DISAPPROVED: _____
 AG DIST #: 23 AFPB SIGNATURE: Harry W. Baldwin

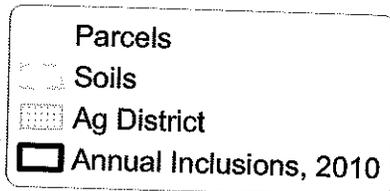
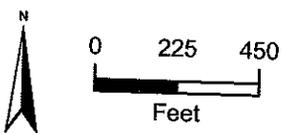
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Union Vale - Dutchess County, New York

3 Parcel ID numbers to be added: 135400-6861-00-819245, 957285 & 6961-00-065284. Owner: Ferme Montagne LLC



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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 AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b**

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: FARME MONTAGNE

Farm name / Corporation: _____

Owners Mailing Address: 22 HARBOR POINT Dr.
 City: KEY BISCAYNE State: FL Zip: 33149
 Phone #: 917 375 5295
 E-mail Address: charlesbick@dotrail.com

PARCEL INFORMATION

Town Of: UNION VALE
 Parcel Number: 135400-6861-00-890525
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NA
 Parcel Acres: 6.76

Town Of: UNION VALE
 Parcel Number: 135400-6861-00-892460
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NA
 Parcel Acres: 7.67

Town Of: UNION VALE
 Parcel Number: 135400-6861-00-979495
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NA
 Parcel Acres: 40.96

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Charles Bick Managing Director

Signed: [Signature]

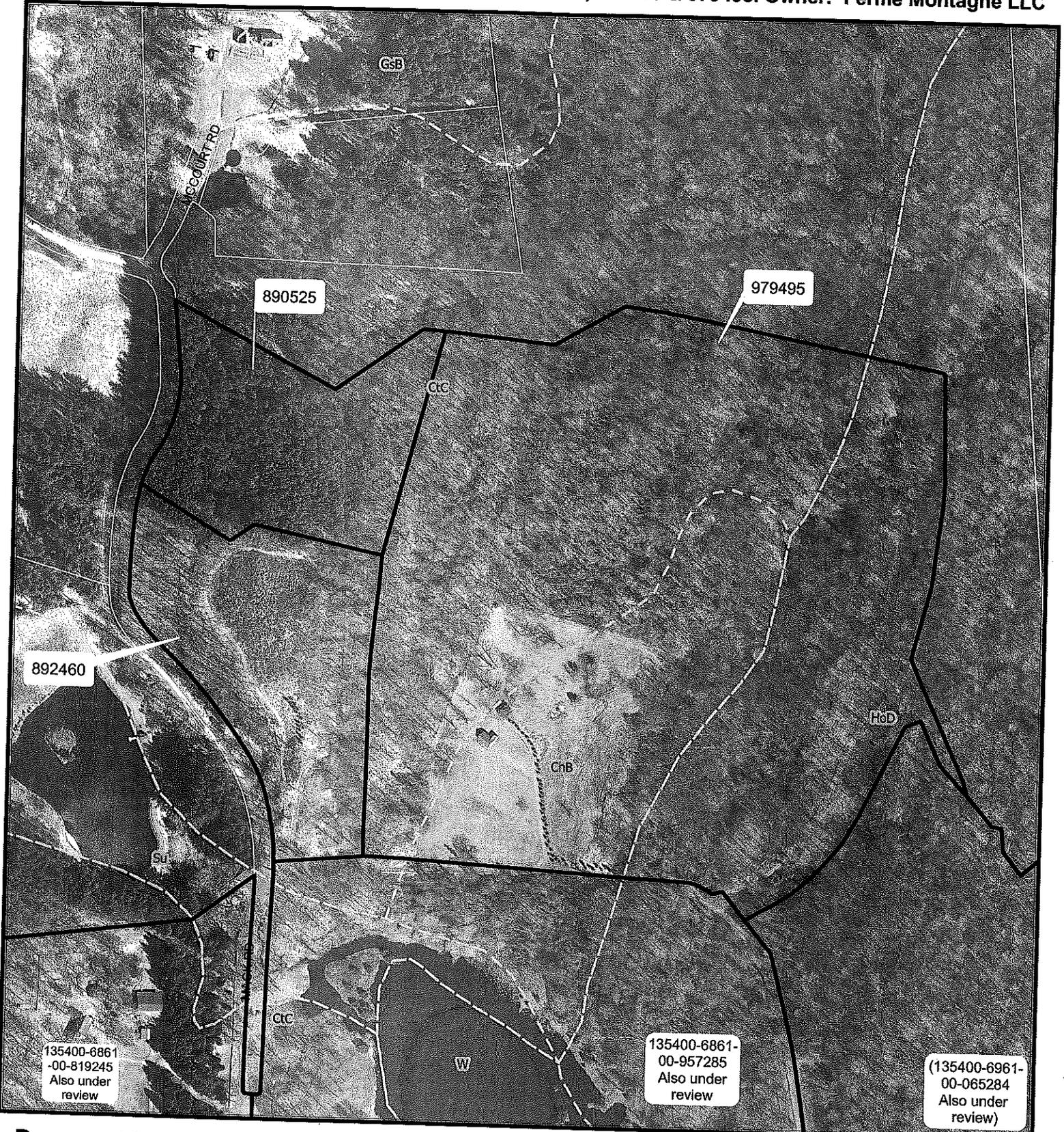
Date: 04/19/10

OFFICIAL USE ONLY

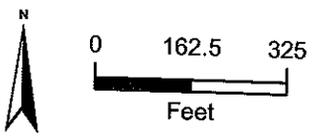
DATE RECEIVED: 4/30/10 APPROVED: _____ DISSAPPROVED: _____
 AG DIST #: 23 AFPB SIGNATURE: _____

Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b
Town of Union Vale - Dutchess County, New York

3 Parcel ID numbers to be added: 135400-6861-00-890525, 892460 & 979495. Owner: Ferme Montagne LLC

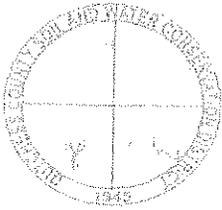


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Parcels
 Soils
 Ag District
 Annual Inclusions, 2010

Data Sources:
 Tax Parcel Maps and Municipal Boundaries:
 Dutchess County Real Property Tax Map Coverages, March 2010
 Agricultural Districts: An Overlay of District Boundaries and
 Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: FERME MONTAGNE

Farm name / Corporation: _____

Owners Mailing Address: 22 HARBOR POINT DR.
 City: KEY BISCAYNE State: FL Zip: 33149
 Phone #: 917 575 8295
 E-mail Address: charlesbick@kbtanet.com

PARCEL INFORMATION

Town Of: UNION VALE
 Parcel Number: 125400-6960-00-001765
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 146.46

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Charles Bick Managing Director

Signed: [Signature]

Date: 04/19/10

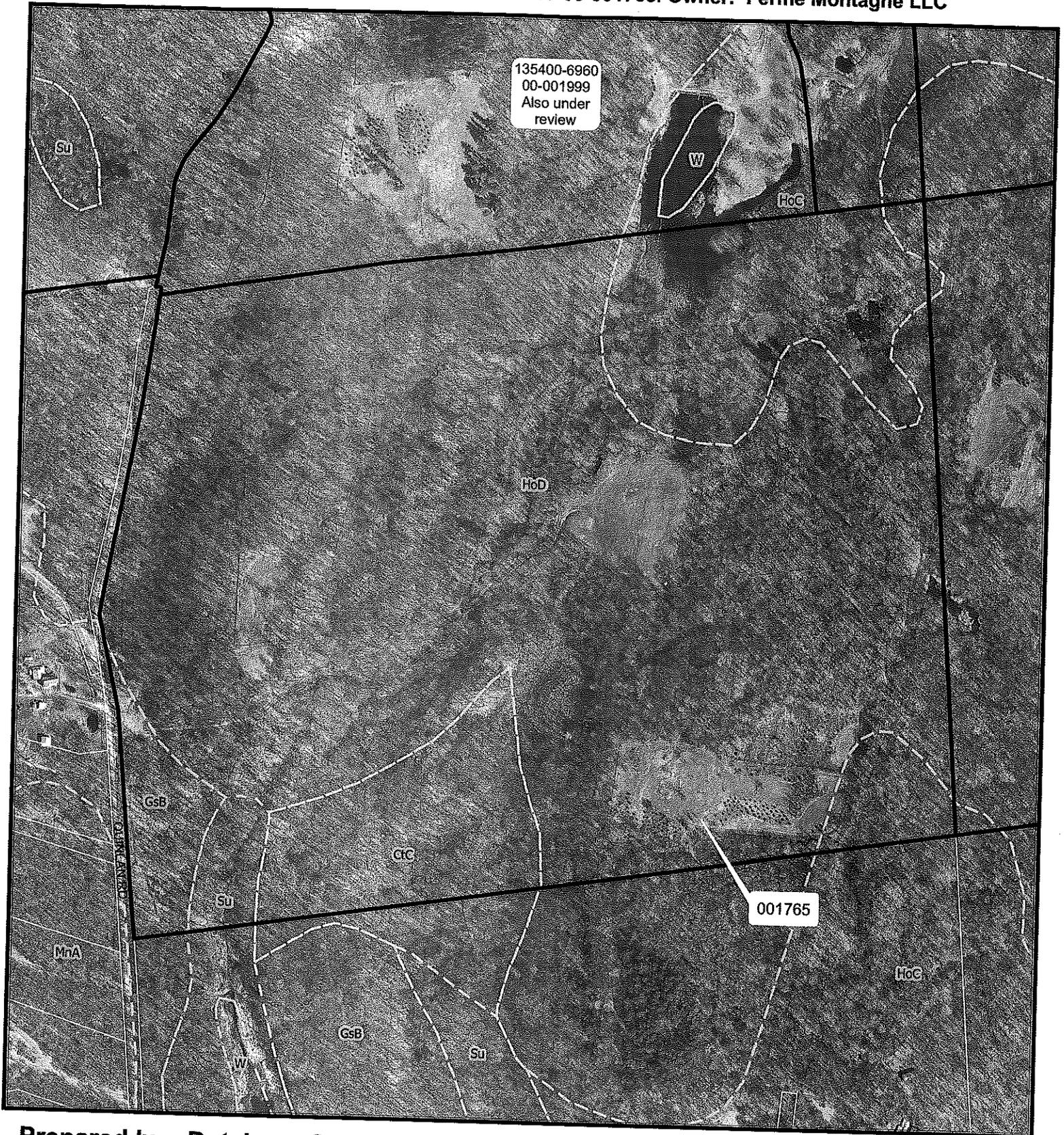
OFFICIAL USE ONLY

DATE RECEIVED: 4/20/10 APPROVED: DISSAPPROVED: _____
 AG DIST #: 20 AFPB SIGNATURE: Harry W. Baldwin

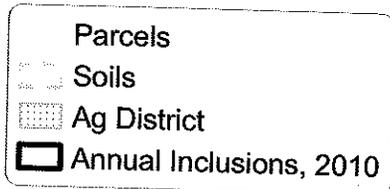
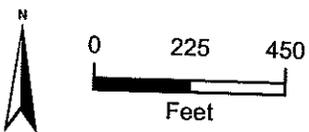
Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b

Town of Union Vale - Dutchess County, New York

Parcel ID number to be added: 135400-6960-00-001765. Owner: Ferme Montagne LLC



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
 * NO EXCEPTIONS *

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: STONE HILL MANOR II, LLC

Farm name / Corporation: STONE HILL MANOR II, LLC

Owners Mailing Address: 511 MANHASSET WOODS ROAD
 City: MANHASSET State: NY Zip: 11030
 Phone #: 516-627-4666
 E-mail Address: RSTSHOVEL @ AOL . COM

PARCEL INFORMATION

Town Of: UNION VALE
 Parcel Number: 132000-6963-00-080467 *YES, IN*
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 74.73 ACRES

Town Of: UNION VALE
 Parcel Number: 132000-6963-00-140426 *NO*
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 17.40 ACRES

Town Of: UNION VALE
 Parcel Number: 132000-6963-00-172356 *YES, IN*
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres: 23.01 ACRES

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): ROBERT S. TRUMP for STONE HILL MANOR II, LLC

Signed: Robert S. Trump

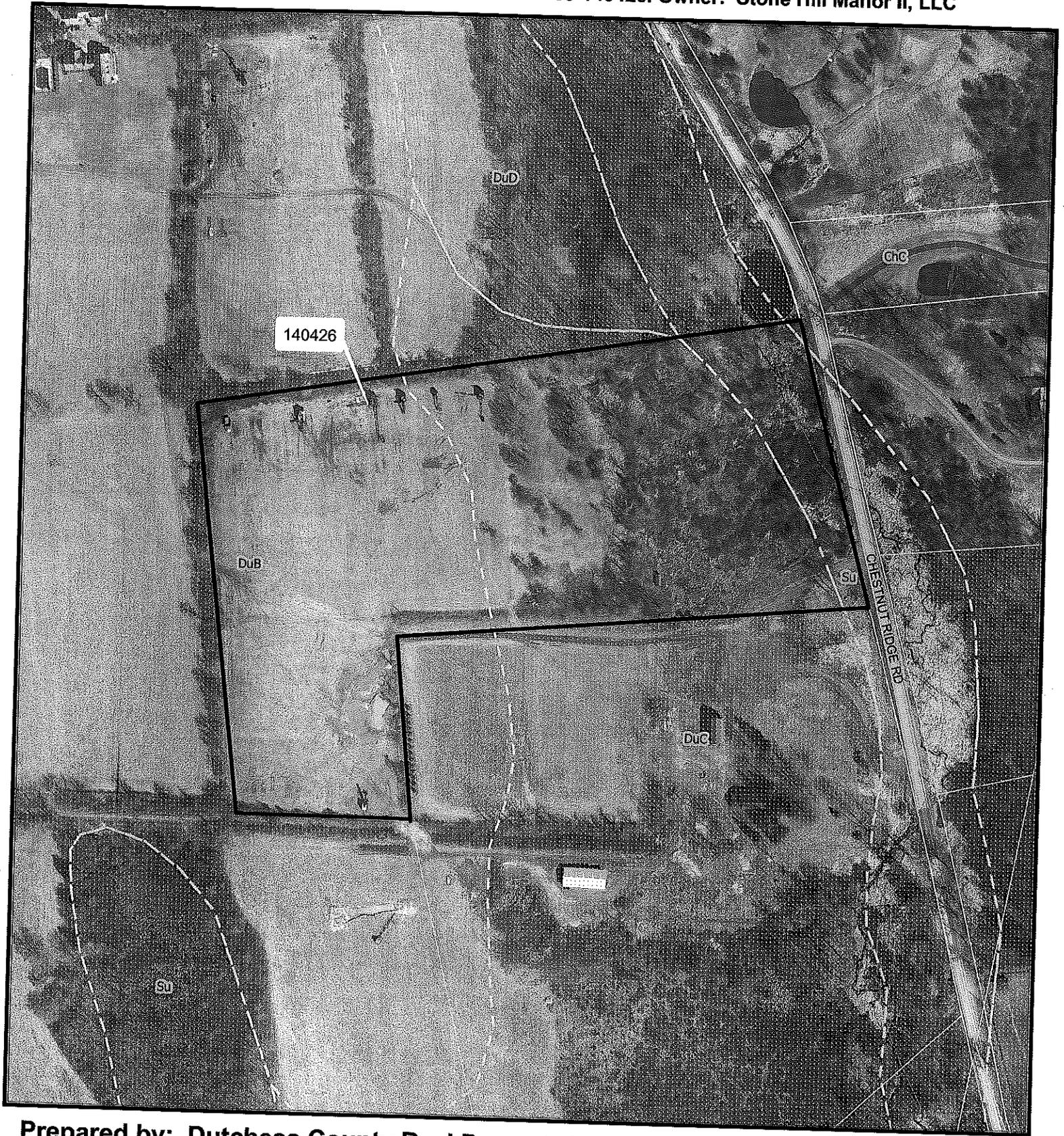
Date: May 13, 2010

OFFICIAL USE ONLY

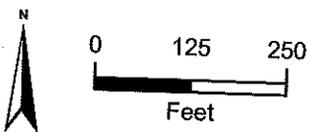
DATE RECEIVED: 5/14/10 APPROVED: DISAPPROVED:
 AG DIST #: 22 AFPB SIGNATURE: George W. B. Alderson

Proposed Additions to Agricultural District 23: Annual Inclusions under 303-b
Town of Union Vale - Dutchess County, New York

Parcel ID number to be added: 135400-6963-00-140426. Owner: Stone Hill Manor II, LLC

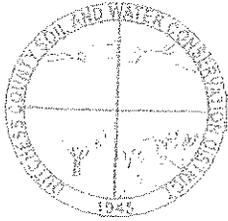


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



	Parcels
	Soils
	Ag District
	Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009



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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: Ralph + Janice Casale

Farm name / Corporation: Casale LLC

Owners Mailing Address: 193 Schultsville Road
 City: Clinton Corners State: NY Zip: 12514
 Phone #: 845-266-4207
 E-mail Address: ralph@casale@optonline.net

PARCEL INFORMATION

Town Of: Clinton
 Parcel Number: 132400-6467-00-730949-0000
 (Example: 132000 - 6257 - 00 - 987436 - 0000) NS
 Parcel Acres : _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres : _____

Town Of: _____
 Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)
 Parcel Acres : _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): Ralph Casale Janice Casale

Signed: Ralph Casale Janice Casale

Date: 5-6-10

OFFICIAL USE ONLY

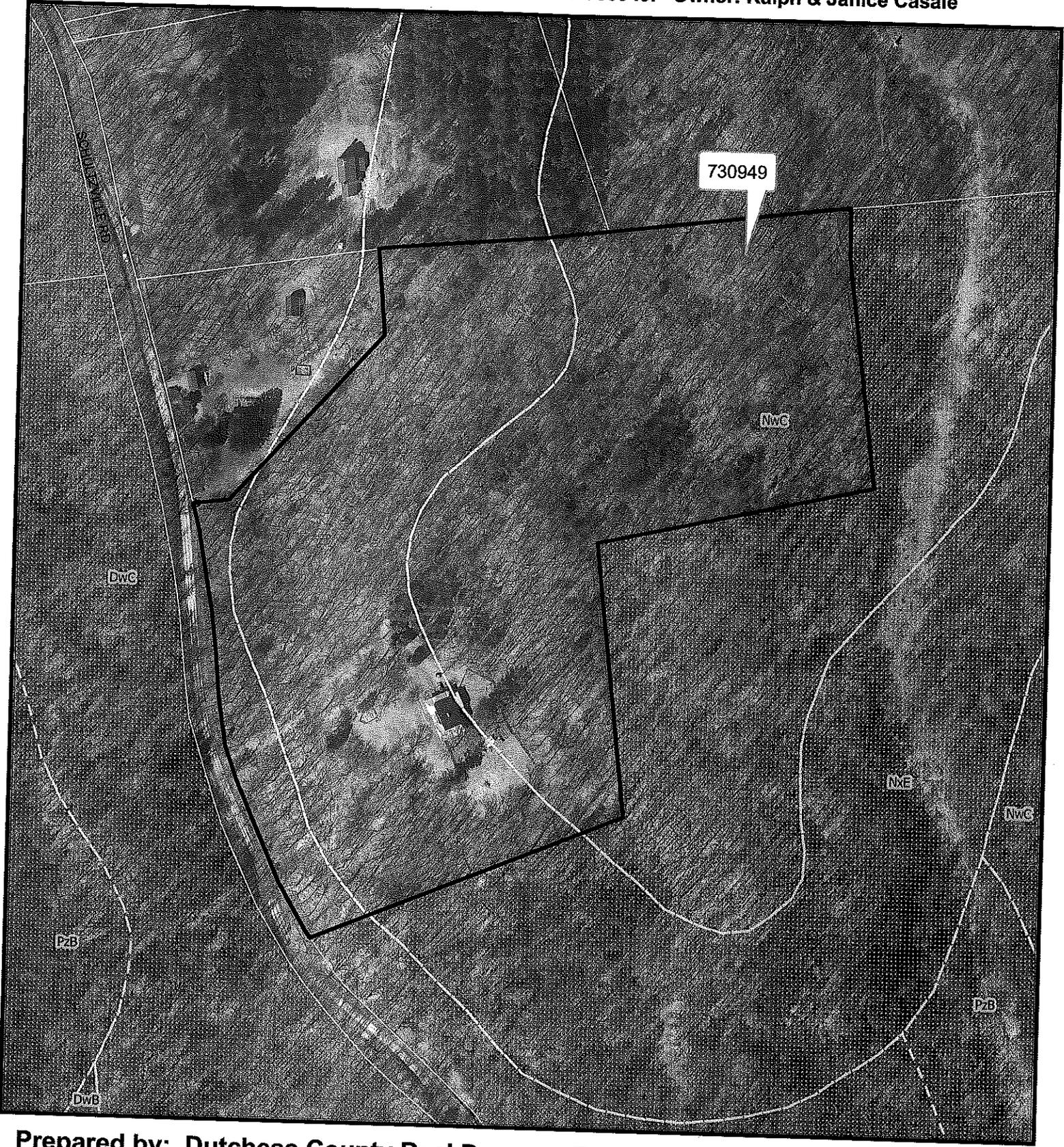
DATE RECEIVED: 5/10/10 APPROVED: _____ DISSAPPROVED:

AG DIST #: 20 AFPB SIGNATURE: Glenn W. Baldwin

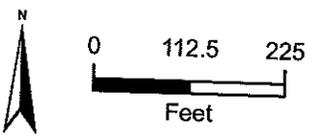
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Clinton - Dutchess County, New York

Parcel ID number to be added: 132400-6467-00-730949. Owner: Ralph & Janice Casale

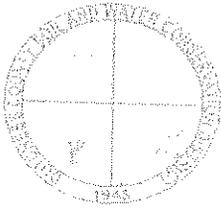


Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



- Parcels
- Soils
- Ag District
- Annual Inclusions, 2010

Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
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APPLICATION OF VIABLE FARM LAND FOR INCLUSION IN DUTCHESS COUNTY AGRICULTURAL DISTRICTS AS PER NYS AG & MARKETS LAW 25AA SECTION 303-b

APPLICATION PERIOD APRIL 15 TO MAY 14
APPLICATIONS RECEIVED AFTER MAY 14 WILL NOT BE ACCEPTED
*** NO EXCEPTIONS ***

PLEASE RETURN TO THE ABOVE ADDRESS

Property Owners Name: SEITH ALLT

Farm name / Corporation: _____

Owners Mailing Address: 155 Hollow Rd
 City: STATTSBURG State: N.Y. Zip: 12580
 Phone #: 845 505 8435
 E-mail Address: _____

Town Of: CLINTON CORNERS **PARCEL INFORMATION**

Parcel Number: 132400 - 6267 - 00 - 567590
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: 2.46

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Town Of: _____

Parcel Number: _____
 (Example: 132000 - 6257 - 00 - 987436 - 0000)

Parcel Acres: _____

Please include my property (s) in the Dutchess County Agricultural District

Owner Name(s) (PRINT): SEITH ALLT

Signed: Seith Allt

Date: 4-23-10

OFFICIAL USE ONLY

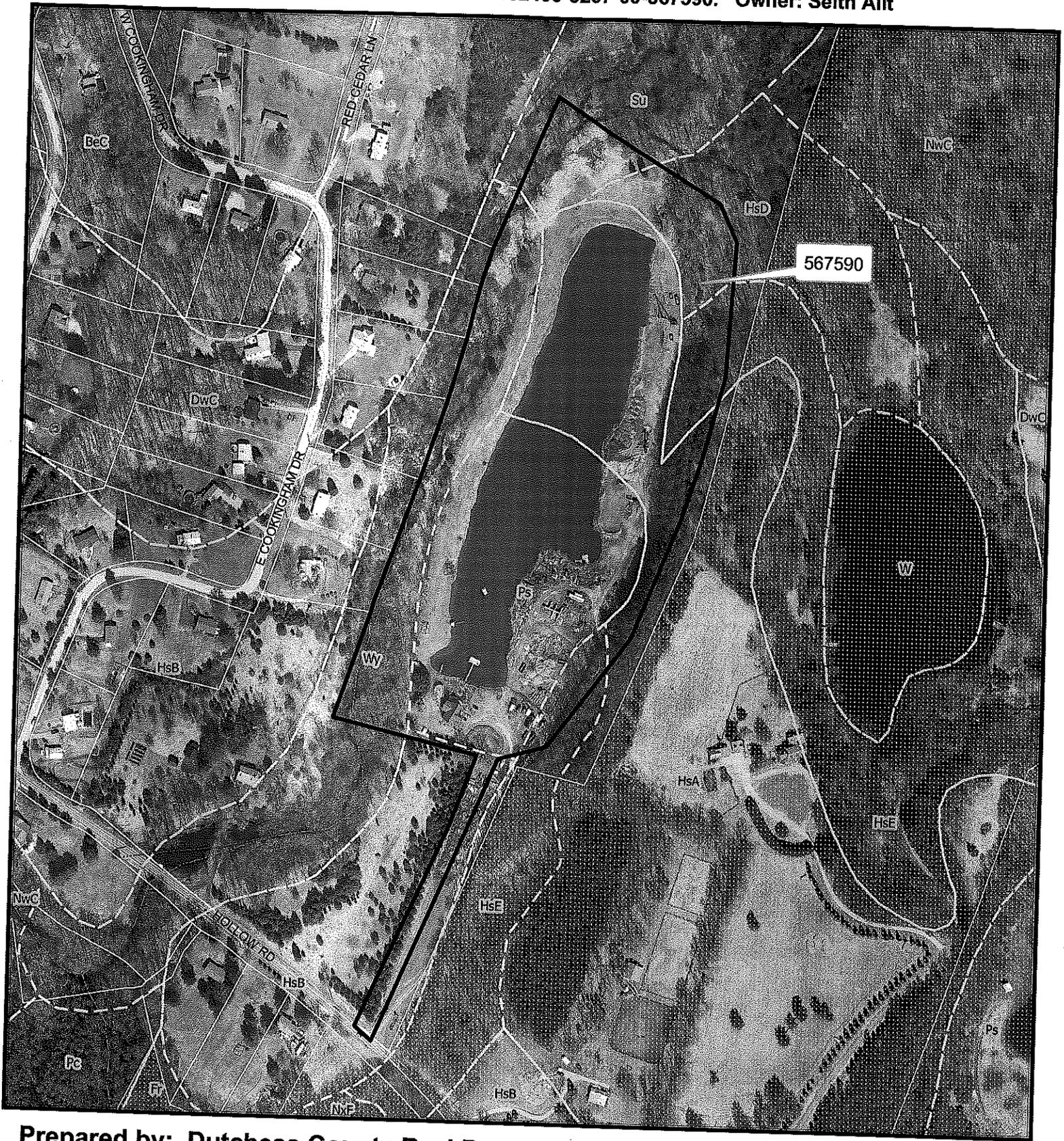
DATE RECEIVED: 4/23/10 APPROVED: _____ DISSAPPROVED:

AG DIST #: 20 AFPB SIGNATURE: Harry W. Baldwin

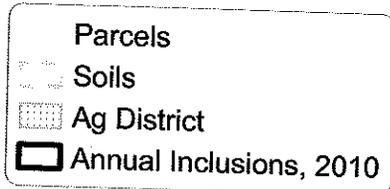
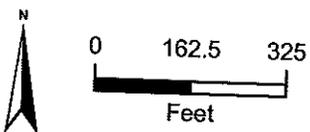
Proposed Additions to Agricultural District 20: Annual Inclusions under 303-b

Town of Clinton - Dutchess County, New York

Parcel ID number to be added: 132400-6267-00-567590. Owner: Seith Allt



Prepared by: Dutchess County Real Property Tax Service Agency GIS, June 2010



Data Sources:
Tax Parcel Maps and Municipal Boundaries:
Dutchess County Real Property Tax Map Coverages, March 2010
Agricultural Districts: An Overlay of District Boundaries and
Dutchess County Real Property Tax Map Coverages, June 2009

Roll call vote on the foregoing Resolution No. 2010181 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010182

RE: REPEALING RESOLUTION NO. 2010030 THAT ESTABLISHED PART COUNTY SEWER DISTRICT NO. 6 IN THE VILLAGE AND TOWN OF RED HOOK AND RESOLUTION NO. 2010107 REAFFIRMING SAID RESOLUTION

LEGISLATORS TRAUDT and MICCIO offer the following and move its adoption:

WHEREAS, on November 3, 2009 the Dutchess County Water and Wastewater Authority (DCWWA) received a "Preliminary Eligibility Determination" (PED) from United States Department of Agriculture (USDA) Rural Development Program stating that the Red Hook Sewer Project was eligible for an estimated \$3.4 million grant from USDA, and

WHEREAS, in order to obtain the "Letter of Conditions" from USDA that would guarantee the grant funding, it was first required that a Part-County Sewer District be established, and

WHEREAS, the County Legislature adopted Resolution No. 2010030 and reaffirmed by Resolution No. 2010107 to establish the Red Hook Part-County Sewer District No. 6, as presented in a Map, Plan and Report submitted by the Authority, and

WHEREAS, the estimated annual cost per Typical Property presented in Map, Plan and Report assumed a \$3.4 million grant from USDA (as per the PED) and a NYS EFC 0% interest loan for remainder of project cost, and

WHEREAS, the Authority was recently notified by USDA Rural Development that the agency has allocated all of its 2010 federal fiscal year ARRA funding, and will therefore not be able to provide grant funds to the Red Hook Sewer Project in the 2010 federal fiscal year, and

WHEREAS, the timeline for USDA to issue a revised PED for FY 2011 funding is unknown and the amount of funds USDA will have available in FY 2011 is also unknown, and

WHEREAS, the DCWWA, in consultation with the local municipal officials who have been involved in this project, is requesting that this Legislature repeal the resolutions that created and reaffirmed the creation of the Part County Sewer District No. 6 in the Village and Town of Red Hook, now therefore, be it

RESOLVED, that Resolution Nos. 2010030 and 2010107 are hereby repealed and as a result thereof, nullifying the basis for a referendum on petition. APPROVED

CA-112-10 ca/G-1332-F
5/26/10 Fiscal Impact: See attached statement

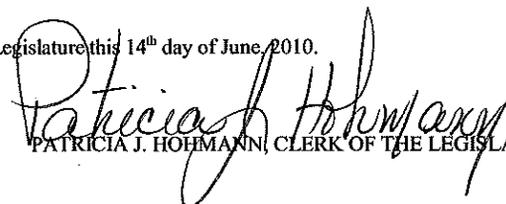

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

Date 6/17 2010

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Bridget Barclay

Dutchess County Legislature

22 Market Street, Poughkeepsie, NY 12601

845-486-2100

Fax 845-486-2113

SCOTT L. VOLKMAN
Legislative Counsel

June 10, 2010

Reply to:

75 Washington Street
Poughkeepsie, NY 12601
845-454-3250
Fax 845-454-4652
svolkman@gklaw.us

Patricia Hohmann, Clerk
Dutchess County Legislature
22 Market Street
Poughkeepsie, NY 12601

Re: Red Hook Part County Sewer District

Dear Patti:

The Legislature is scheduled to act on Resolution No. 2010182, which would repeal Resolution No. 2010030 and Resolution No. 2010107, which established the Part County Sewer District No. 6, referenced above.

That sewer district was approved pursuant to Article 5-A of the County Law. As you know, the resolution forming the district was subject to permissive referendum. It is my understanding that a petition has been filed, which, if validated, would require a referendum to be held. However, if the legislature enacts Resolution No. 2010030 repealing Resolutions No. 2010030 and 2010107, then it is my opinion that the validation of the petitions and the scheduling of a referendum cannot proceed.

Pursuant to County Law Section 103, the Legislature can, up to 20 days prior to a permissive referendum, repeal a resolution that is subject to permissive referendum, "whereupon the proposition for its approval shall not be submitted at such election or, if submitted, the vote of the electors thereon shall be without effect." That is, even if the petition was validated and a referendum scheduled, the Legislature could repeal the resolution and cancel the election up to 20 days in advance.

Therefore since, the referendum has not been scheduled and it is more than 20 days prior to any potential election, this resolution cannot be placed on a ballot for consideration in any event.

Therefore, it is my opinion that Resolution 2010030, if adopted, would void the necessity to validate the petition and to take any steps to proceed to a referendum.

If you need any further information, please contact me.

Very truly yours,



SCOTT L. VOLKMAN
Legislative Counsel

cc: Robert Rolison, Chair
Benjamin Traudt, Legislator

June 1, 2010

Benjamin Traudt, Dutchess County Legislator
20 Church Street
Red Hook, NY 12571

Dear Legislator Traudt,

Due to a recent loss in funding from United States Department of Agriculture's Rural Development grant for the creation of the Red Hook Part County Sewer District proposed for the Village and Town of Red Hook, we are writing to request that the Dutchess County Legislature rescind the April 12, 2010 Resolution in support of the Sewer District formation.

We are sincerely grateful for Dutchess County's support of this important Village/Town intermunicipal infrastructure project. We shall continue to seek ways and means to make it a reality.

Very truly yours,

Sue T. Crane, Supervisor
Town of Red Hook

David Cohen, Mayor
Village of Red Hook

Bridget Barclay, Executive Director
Dutchess County Water & Wastewater Authority
27 High Street
Poughkeepsie, NY 12601
845-486-3601
845-486-3610 FAX
bebarclay@co.dutchess.ny.us

2010 MAY 26 AM 9:49

DUTCHESS COUNTY
EXECUTIVE
RECEIVED

Memo

TO: Executive Office
CC: County Attorney
DATE: May 26, 2010
RE: Resolution Request: Repeal of Resolution to Establish Part County Sewer District No. 6

Based on a consensus by the Authority Board of Directors, Red Hook Inter-municipal Task Force Sewer Committee, Village Mayor David Cohen and Town Supervisor Sue Crane, we are requesting that the County Legislature, at its June 14th meeting, approve a resolution to repeal the prior resolution creating the Red Hook Part County Sewer District.

We believe this action was necessitated by the verbal notification we received that USDA has allocated all of its 2010 Fiscal Year ARRA funding, and will therefore not be able to provide grant funds to the Red Hook Sewer Project in the 2010 fiscal year.

The County Legislature adopted a resolution at its April board meeting to establish the Red Hook Part-County Sewer District, as presented in a Map, Plan and Report submitted by the Authority. The Cost per Typical Property presented in Map, Plan and Report assumed a \$3.4 million grant from USDA (as per the PED) and a NYS EFC 0% interest loan for remainder of project cost. Through out the project development phase, Village and Town representatives, as well as individual property owners, expressed the paramount concern that a sewer system had to be "affordable" to the property owners in the district. It was the consensus of the Sewer Committee that the \$765 annual cost per typical property achieved with the combined USDA/EFC financing met the standard of "affordability." This figure was presented at numerous public information meetings in Red Hook. Given that we have, at this time, no guarantee of a financing package that will allow us to meet the publicized \$765 per year figure, the consensus of the participants is that the most responsible action, and the action most likely to preserve the credibility of those involved, is to stop the district creation process at this time.

Accordingly, we are requesting that the Legislature consider a resolution to repeal Resolution No. 2010107 that established Part County Sewer District No. 6 in the Town and Village of Red Hook.

Roll call vote on the foregoing Resolution No. 2010182 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0

ABSENT: 0

Resolution adopted.

GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2010183

Pulled by sponsor 6-10-10

Re: ESTABLISHING A COUNTY POLICY FOR THE DISPOSITION OF THE LEVER VOTING MACHINES

Legislators KELSEY, INCORONATO, MacAVERY, and SURMAN offer the following and move its adoption:

WHEREAS, the Help Americans Vote Act Law relating to general and primary elections conducted in New York State during 2010 and thereafter has resulted in state legislation requiring the employment of electronic voting machines, and

WHEREAS, the Dutchess County Board of Election has in its possession some 350 mechanical lever voting machines that are being replaced by the new electronic versions, and

WHEREAS, it has been determined that approximately 50 lever machines are inoperative and have been stripped of any useful parts that could be used to repair other like machines so that they are of no further practical use, and

WHEREAS, said mechanical voting machines were originally purchased by towns, villages and cities within Dutchess County, now, therefore, be it

RESOLVED, that all inoperative machines now in the possession of the Dutchess Board of Elections be offered by the Board of Election Commissioners to the respective municipalities from which they originated as expeditiously as possible, and, be it further

RESOLVED, that machine transportation costs be defrayed by the participating municipality, and, be it further

RESOLVED, that in such event that the municipalities decline re-possession of said lever machines, that the Board of Elections be authorized to dispose of these units for fair market value, or otherwise for scrap value, and, be it further

RESOLVED, that any proceeds derived from the sale of either inoperative or operative machines that may become obsolete or surplus at some future date shall be directed to the Dutchess County Comptroller, and, be it further

RESOLVED, that the Board of Election Commissioners shall certify the new optical scanner machines as quickly as possible and at which time the county is ready to dispose of the remaining lever machines that their method of disposal follows the same foregoing procedure.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010183 entitled, "Establishing a County Policy for the Disposition of the Lever Voting Machines" was pulled.

Resolution No. 2010184

RE: URGES THE NEW YORK STATE LEGISLATURE
TO PASS AND GOVERNOR DAVID PATERSON SIGN
INTO LAW A.9911/S.6849

Legislators TYNER, DOXSEY, GOLBERG, and WHITE offer the following and move its adoption:

WHEREAS, it's difficult enough for citizens to get to government meetings; most people work all day, and many commute hours on end to get to and from work; at the very least, public officials owe it to their constituents to provide up-to-date information about the goings-on of government so people can be informed when they do make it to a meeting, but that isn't always the case right now, and

WHEREAS, often those attending public meetings aren't provided the relevant details or documents to realistically follow the discussions among board members; that has to change, and

WHEREAS, legislation to that end has been offered in the state Assembly and Senate that would require relevant records to be made available to the public in advance of an open meeting, and that information would be available on the Web and as printouts, and

WHEREAS, the state should put the onus on governments to comply with this common-sense approach to good government unless there are extenuating circumstances why they cannot, and

WHEREAS, the state's open-meetings law gives the public not only the right to attend government meetings, but to hear debates and "watch the decision-making process in action", but members of the public must be entitled to some reasonable expectation of being able to follow the discussion, especially if they are willing to invest the time to read the relevant documents beforehand, and

WHEREAS, that is easier than ever in this electronic age when people can turn to the Internet or mobile devices and tap into government websites and open documents; that is, if the documents are there for inspection, and

WHEREAS, as the state Committee on Open Government has effectively argued over the years, placing more information on government websites could actually cut down on the number of Freedom of Information Law requests being

made, thereby reducing government staff time devoted to handling these inquiries, and

WHEREAS, an engaged public is vital to a functioning democracy, but to be effectively engaged, the public also has to be informed; too often, the public is left out of the loop; the state should do all it can to arm its citizens with information, and therefore be it

RESOLVED, that the Dutchess County Legislature urges the New York State Legislature to pass and Governor David Paterson sign into law A.9911/S.6849, and be it further

RESOLVED, that a copy of this resolution be sent to Governor David Paterson and Dutchess County's delegation of state legislators.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

<http://www.google.com>

<http://www.assembly.state.ny.us/leg/?bn=A.9911>

<http://www.dutchessdemocracy.blogspot.com>

A09911 Summary:

BILL NO A09911

SAME AS Same as S 6849

SPONSOR Paulin (MS)

COSPNSR Markey, Reilly, Galef, Castro, Christensen, Espaillat,
Gordon,
Kavanagh, Perry, Spano, Stirpe, Zebrowski, Lifton

MLTSPNSR Gibson, Lupardo, Mayersohn, Miller M, Pfeffer, Thiele,
Weisenberg

Amd S103, Pub Off L

Requires records, including a proposed resolution, law, rule,
regulation,
policy or amendment thereto, scheduled to be presented and discussed by
a
public body at an open meeting be made available for review to the
public.

The foregoing Resolution No. 2010184 entitled, "Urges the New York State Legislature to Pass and Governor David Paterson Sign Into Law A.9911/S.6849" was tabled in Government Services and Administration Committee on June 10, 2010.

RESOLUTION NO. 2010185

RE: APPOINTMENT AND REAPPOINTMENTS TO THE DUTCHESS
COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

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

WHEREAS, vacancies exist on the Dutchess County Environmental Management Council, and

WHEREAS, Peter Berasi has indicated a desire to be appointed to such council, and

WHEREAS, Lalita Malik, John Degilio, and Larry Steel have indicated a desire to be reappointed to such council, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby appoint Peter Berasi and reappoint Lalita Malik, John Degilio, and Larry Steel to the Dutchess County Environmental Management Council for a one-year term commencing July 1, 2010, and expiring on the 30th day of June 2011, and be it further

RESOLVED, that the Dutchess County Legislature hereby reappoint Lilita Malik as Chairman of the Dutchess County Environmental Management Council.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 6/17, 2010

Amended in Environment 6/10/10 lw

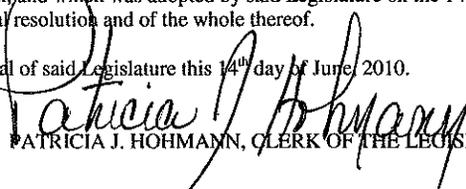
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE



**Dutchess County
Environmental Management Council (EMC)
Position Description: Guidelines for
At-Large Appointed EMC Members**

Position Title: EMC At-Large Appointed Member

Primary Role:

The Environmental Management Council (EMC) is Dutchess County's official citizen advisory board, whose mission is to advise Dutchess County officials on the protection and sustainable use of natural resources, and to help to raise awareness of the public about local environmental issues. The EMC is accountable to the Dutchess County Legislature and members are appointed to their volunteer positions by the Legislature. The EMC works closely with the staff of Cornell Cooperative Extension Dutchess County (CCEDC's) Environment Program and the DC Planning Department. EMC Primary Responsibilities are outlined below:

Shared Responsibilities among Members may include:

- Providing input and advice on local environmental issues to the Legislature and Dutchess County officials. Help encourage sustainable land use and smart growth, the adoption of local environmental ordinances and Greenway/Low Impact Development policies.
- Working to increase education and awareness of local environmental issues by the residents of Dutchess County using research-based information. Contribute content and photos for the DC EMC website: <http://dutchessemc.org>.
- Helping facilitate information exchange between municipal officials, county agencies, members of local conservation commissions (CACs), other county EMCs, and agencies such as the NYS DEC, to increase cooperation on local environmental issues.
- Working on Inventories & Mapping: learn about and help to promote the use of county/municipal GIS natural resource mapping tools and software by local municipal officials (including GIS surveys and Natural Resource Inventory (NRI)). Help to update the NRI as needed.
- Preparing reports, such as an Annual Report to the Legislature and County no later than April 1 of each year concerning the activities and work of the EMC, and submit other reports and recommendations as required.

- Other Projects: Carry out duties that are consistent with the EMC's advisory role regarding the management and protection of natural resources in Dutchess County.

Degree and Experience:

- B.S. or B.A. degree in the environmental field encouraged, and/or equivalent work experience, with strong knowledge of and/or interest in local planning, environmental, and natural resource issues and policies.

Desired Skills and Abilities:

- Ability to contribute considerable time to EMC projects and programs, independently and as part of a team, taking direction from the Legislature and in collaboration with the CCEDC Environment Program staff.
- Ability to set-aside personal beliefs and represent only those research-based positions approved by the EMC as a whole.
- Ability to set priorities and organize work to help the EMC complete projects and reports.
- Working knowledge of computer hardware & software strongly encouraged; must have a working personal email address and ability to check email and the internet on a regular basis.

Special Requirements:

- Ability to attend EMC meetings on a regular basis (meetings are held on average once a month in the evening) and participate in occasional weekday and/or weekend events on behalf of the EMC, in line with the EMC attendance policy.
- Willingness and ability to travel (by car, bus) to meetings and educational workshops in Millbrook, NY and other areas of Dutchess County; may be asked to help transport educational materials to various off-site locations.
- Excellent interpersonal and communication skills; ability to relate to diverse audiences, respect diversity, and to be respectful (and respected) during EMC meetings, projects and events. Dutchess County is committed to establishing and maintaining an environment free of discrimination and promoting the values of diversity through the daily practice of professionalism, respect, acceptance and understanding.

Position Description Content Review:

- Shared with EMC: May 25, 2010 & May 28, 2010
- Shared with DC Planning: May 28, 2010
- Shared with Dutchess County Legislature: June 2, 2010

Dated: June 2, 2010

Peter Berasi

Resident of East Fishkill, NY

Email: berasi@frontiernet.net

Tel: 845.226.4246

Brief Biography:

Pete moved to East Fishkill after having grown up and completed his college work in New York City . He obtained a BS in chemistry from Fordham and an MBA from Columbia and then moved on to life in the "country". Coming to live in Hopewell Junction, NY green grass and trees were a new life experience for Pete, who was conditioned to playing baseball on asphalt as a youngster. He has now been a resident of Hopewell Junction for 40 years, having retired from an IBM career in engineering and management served entirely within Dutchess County. During his years here, Pete has tried to be involved in community affairs, having participated with the East Fishkill Soccer Club as an Officer and Director for 10 years. He is currently active as a member of the Town of East Fishkill Conservation Advisory Council and is one of the founding members and the President of Friends of The East Fishkill Community Library.

Education:

- BS Chemistry - Fordham University
- MBA Production Management - Columbia University

Work Experience:

- IBM - 41 years in various Engineering assignments including 7 years in technical management with 16 years in the East Fishkill plant from 1966 to 1982, and 25 years in the Poughkeepsie plant from 1982 to 2007. Retirement from IBM as of September, 2007.

Community Service:

- Director and President of the Friends of the East Fishkill Community Library since May, 2009
- Appointed to the Town of East Fishkill CAC, February, 2008
- Current Member of the Fishkill Creek Watershed Association
- Director and Officer of the East Fishkill Soccer Club from 1985 to 1995.

Lalita Malik

61 Patrick Drive
LaGrangeville
NY 12540
(845) 592-0204 (Home)
(845) 724-5786 (Cell)
LalitaMalik@aol.com

Professional Experience

Present - Retired from IBM Corp in July 2003, as Senior Marketing Manager after 20 years of service
1982- July 2003 held various Marketing, Architecture, Design and Programming positions in IBM

Volunteer Experience

Cornell Cooperative Extension Dutchess County

Jan 2009 – Present – Member Board of Directors and Personal Committee
May 2006 - December 2006 - Member Board of Directors and Finance Committee
May 2006-present - Member of Environment Program Advisory Council.

EMC

May 2006 - present - Chair of Dutchess County EMC. Appointed by DC Legislature

Major Accomplishments: EMC members in cooperation with staff from CCEDC accomplished the following:

- Evaluated impact of Mile a Minute on local habitat and recommended solution to DC Legislature
- Conducted study to evaluate health of Fishkill creek at Tymor Park
- Presented results to DC Legislature, Town of Union Vale and East Fishkill, resulting in zoning changes to reduce impact of flooding
- Campaign to reduce use of plastics bags in partnership with DC Chamber of Commerce
- Drug take back program with local pharmacies
- Digitized 1985 NRI and initiated team effort with local professionals to update the NRI
- Launched new EMC web site

CAC

January 2004 - January 2006 - Chair of Town of Union Vale CAC

Major Accomplishments:

- Proposed network of trails through out the Town of Union Vale. Created trails at new development in Union Vale
- Guided team for developing master plan for Tymor Park. Participated in review of the Tymor Park Master Plan
- Developed Community Resources map for Union Vale featuring Scenic, Historic Sites and Farms

Adirondack Mountain Club - Mid Hudson Chapter

January 2004-present - Chair Mid Hudson Chapter of the Adirondack Mountain Club

1998-2004 - Board member of the Mid Hudson chapter of ADK

Chair of Social activities, outings and marketing committees of MH chapter of ADK

Education

Union College, 1982 - MS Computer Science

Punjab Agricultural University, 1968 - MS Agricultural Economics

Delhi University, 1966 - BS Botany (Honors), minor in Anthropology

IBM Professional Development classes, 1982-2003

Marketing, Project Management, Negotiation, Architecture, Design, and programming

Completed Land Use Law training, Evaluating Water Creeks, Working with Developers

Ongoing training about environmental issues, remediation, protecting Open Spaces, water quality, trail building, leading non-profit and volunteer organizations, Storm water management (MS4).

Resume

John F. De Gilio
77 Whittier Boulevard
Poughkeepsie, NY 12603
Phone: (845) 454-6767
Email: john.degilio@marist.edu

Goal: In my retirement, I plan to volunteer in community activities where I can use the skills and understandings that I have mastered in my 50 year teaching career.

Educational Background

BS Degree from State University of New York at New Paltz	Elementary Education	1954-1958
MS Degree from State University of New York at New Paltz	Science Education	1958-1968
Extension of New York State Teaching License to include all secondary science and mathematics		
National Science Foundation Workshop in Atomic Physics		1959
National Science Foundation Geology of New York State for Science Teachers		1967-1969
National Science Foundation in Computer Science		1970

Teaching Experience

Science Teacher – Haviland Junior High School	1958
United States Army – CBR Warfare School (While serving 2 year obligation)	1959-1960
Poughkeepsie City School District (various science courses)	1961-1971
Vassar College Department of Education (clinical professorship –supervision)	1971-2001
Wappingers Central School District (various schools and various sciences/computers)	1971-2001
Marist College & Dutchess Community College – Adjunct teacher in Computer Science)	1977-1999
Marist College Assistant Professor of Environmental Science	1999-2004
Marist College Center for Lifetime Study – teacher and course leader	2004-NOW

Other Educational Accomplishments

Publication of articles and collaboration with Educational Testing Service for Computer Use
New York State General Physics Regents Test and Curriculum Committee
Presentations at National Science Teachers Association Annual Meeting about Computers
Advisor to four students that exhibited at the International Science Fair

Honors

The Education Department of Vassar College awards to an outstanding student who completes student teaching in science or mathematics the “John DeGilio Award for Teaching Excellence.”

Poughkeepsie High School Science teachers select a graduating senior who will be attending college to study science and has a need for funds. This award is a grant to \$500 administered by the Community Foundation of Dutchess County. The funding for this award comes from former students.

Home Page: <http://foxweb.marist.edu/users/john.degilio/> or <http://johnfspace.wordpress.com/>

**Larry Steel
475 Milan Hill Road
Red Hook, N.Y. 12571
917-699-6823**

Background

I started working for Enviro-Tech: a local geothermal company 5 years ago as a sales rep. Around that time I received my IGSPA certification. (International Ground Source Heat Pump Association) I am currently focused on selling geothermal utilities to towns and cities to provide badly needed revenue streams as well as renewable energy systems. I was the founder and chair of the energy committee for the Town of Milan and served on the affordable housing committee as well.

Recent Work Experience

2010: I own a startup rainwater harvesting company. Our website is www.hudsonvalleyrainbarrels.com My work on the EMC has reinforced the importance of managing our water resources responsibly and effectively. Rainwater harvesting is an inexpensive way to reduce the burden on wells and municipal systems as well as reducing runoff. We sell and install recycled olive barrels as rain barrels. We also sell a galvanized steel diverter (with a lifetime warranty) that makes rainwater collection easy and efficient.

I have been representing the EMC to the Independent Dutchess Energy Alliance and have worked on the contractors committee to help develop our database. We have started to promote IDEA on local radio and have held early morning breakfasts to let contractors know we exist. I have also contributed to the text and format of the application process.

Roll call vote on the foregoing Resolution No. 2010185 resulted as follows:

AYES: 25 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn,
Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery,
Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss,
White.

NAYS: 0 Sadowski

ABSENT: 0

Resolution adopted.

Commendation: Kevin Joseph Dorr

Legislator HUTCHINGS offers the following and moves its adoption:

WHEREAS, earning Eagle Scout status is the final step that a Boy Scout can take, it is the highest rank available in the organization, and only five percent of all Boy Scouts earn the Eagle Scout rank; to become an Eagle Scout a young man must be an active participant of a troop, hold a leadership position, carry out a leadership project reviewed before his 18th birthday, earn merit badges, perform community service and demonstrate outdoor skills, and be approved by district, local, and national review boards, and

WHEREAS, Kevin Joseph Dorr is a Dutchess County resident living at 85 Mayfair Road, Poughquag, New York, who belongs to Troop 77, and

WHEREAS, Kevin Joseph Dorr has been involved in many community activities such as Boy Scouts, baseball, and basketball and

WHEREAS, Kevin Joseph Dorr has been on the Honor Roll at BOCES CIT Culinary Program, earned Arrow of Light Award and Fishing and Wildlife Conservation Award in scouting.

WHEREAS, Kevin Joseph Dorr received his Eagle Scout award on June 5, 2010 and

WHEREAS, for his Eagle Scout project, restored the historical Flagler Cemetery located off Frog Hollow Road in Poughquag, New York, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby commends Kevin Joseph Dorr for being a great role model to his peers and for his commitment and service to our community, and, be it further

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby congratulate Kevin Joseph Dorr for achieving his Eagle Scout award.

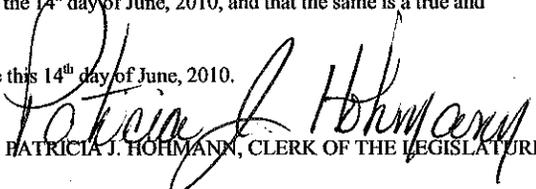
Resolution No. 2010186
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010186 entitled, "Kevin Joseph Dorr" was unanimously adopted by voice vote.

Commendation: Trevor Sean Polasek

Legislator HUTCHINGS offers the following and moves its adoption

WHEREAS, earning Eagle Scout status is the final step that a Boy Scout can take, it is the highest rank available in the organization, and only five percent of all Boy Scouts earn the Eagle Scout rank; to become an Eagle Scout a young man must be an active participant of a troop, hold a leadership position, carry out a leadership project reviewed before his 18th birthday, earn merit badges, perform community service and demonstrate outdoor skills, and be approved by district, local, and national review boards, and

WHEREAS, Trevor Sean Polasek is a Dutchess County resident living at 29 Andrews Road, LaGrangeville, NY, who belongs to Troop 77, and

WHEREAS, Trevor has been involved in many community activities such as placing flags on the graves of veterans, recycling cans and bottles, food drives, participated in many Eagle Scout projects and

WHEREAS, Trevor has been a student at Arlington High School, inducted into the National Honor Society, Arlington Honor Key, Principles list, Student of the Month, received the Scouting World Conservation Award, completed National Youth Leadership Training, earned 28 merit badges and

WHEREAS, Trevor received his Eagle Scout award on May 19, 2010, and for his Eagle Scout project, Trevor marked a set of trails, created trail maps and installed benches at Freedom Park in the Town of LaGrange , and

WHEREAS, Trevor joins his three brothers, Michael, Ryan, and Matthew as an Eagle Scout, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby commends Trevor Sean Polasek for being a great role model to his peers and for his commitment and service to our community, and, be it further

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby congratulate Trevor for achieving his Eagle Scout award.

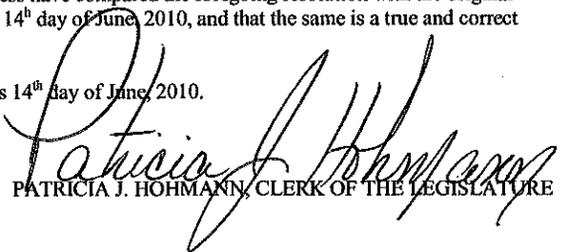
Resolution No. 2010187
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010187 entitled, "Trevor Sean Polasek" was unanimously adopted by voice vote.

COMMENDATION: DENZEL LEWIS

The Dutchess County Legislature 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, Denzel Lewis, a Hopewell Junction resident and 7th grade student at Union Vale Middle School, was having lunch at school when one of his friends began choking on his lunch, and

WHEREAS, Denzel Lewis realized his table mate was in distress; and when into action by performing the Heimlich maneuver on his classmate, dislodging the object in his throat, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby complement and commend Denzel Lewis for his quick actions in saving a life, and, be it further

RESOLVED, that the Dutchess County Legislature honors Denzel Lewis, for his great display of courage and significant respect for his fellow human beings.

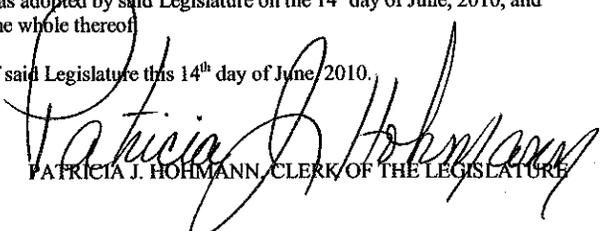
Resolution No. 2010188
STATE OF NEW YORK

SS:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010188 entitled, "Denzel Lewis" was unanimously adopted by voice vote.

Commendation: Bettina Briccetti - Wappinger Challenger League

Legislators BOLNER, INCORONATO and GOLDBERG offers the following and moves its adoption:

Whereas, Wappinger Challenger League was the idea of Bettina Briccetti who, at 13 years old, felt the compassion and need to create a little league team for disabled children and peers between the ages of 8 and 18; and

Whereas, Bettina Briccetti obtained a charter, secured insurance ordered uniforms and contacted the Wappinger Little League to make her dream into reality; the Wappinger Challenger League is in its 5th year and 9th season; and

Whereas, the Challenger League meets the needs of each individual child's abilities with the help of "Buddies" who are teenagers that work one on one with each player; and

Whereas, since the conception of Bettina's idea and formation of the team, Bettina has been honored and received donations from local organizations to keep her dream and the dreams of her players alive; and

Whereas, one of Bettina's dreams for the Challenger League is to create a field that is designed specifically for this league made of rubber creating a smooth surface for the children to play on; and

Whereas, Bettina applied for a County Block Grant, this past January she received \$100,000.00 grant. Thereafter, the Challenger League received an additional grant from the Town of Wappinger in the amount of \$50,000.00; and

Whereas, the Wappinger Challenger League is in the planning stages to build this special field; and

Whereas, Bettina has taken a dream and made it into a reality for many disabled children in Dutchess County; now, therefore be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby congratulate the Bettina Briccetti and the Wappinger Challenger League on their current mission to help the children of Dutchess County to overcome their disabilities and give them a chance to have fun playing baseball, and be it further

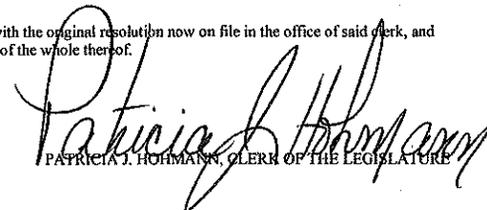
Resolved, that the Dutchess County Legislature does hereby extend to Bettina Briccetti and the Wappinger Challenger League its best wishes for continued success of this project.

Resolution No. 2010189
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 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. ROHMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010189 entitled, "Bettina Briccetti – Wappinger Challenger League" was unanimously adopted by voice vote.

Commendation: The Our Lady of Lourdes Girls Junior Four Boat

Legislator ROLISON offers the following and moves its adoptions:

Whereas, the Our Lady of Lourdes Girls Junior Four Boat recently completed an outstanding season, and

Whereas, the girls junior boat from Lourdes won every major event it entered this 2009/2010 season, which included the Saratoga Invitational, Triangulars, New York State Championships, Slotesbury Cup Regatta and the Nationals, and

Whereas, the Lourdes girls junior four boat team is coached by Erik Haight, now, therefore, be it

Resolved, that the list of accomplishments of the 2009/2010 the Our Lady of Lourdes Girls Junior Four Boat is hereby recognized, and be it further

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, hereby commend and congratulate the the Our Lady of Lourdes Girls Junior Four Boat:

Joanna Mulvey
Katie Roach

Liz Kyriacou
Katie Coffin

Kaitlyn Albrecht,
coxswain

Coach
Erik Haight

now, be it further

Resolved, that the Dutchess County Legislature does hereby extend to the Our Lady of Lourdes Girls Junior Four Boat, its best wishes in all their future endeavors.

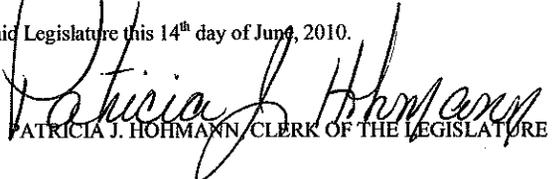
Resolution No. 2010190
STATE OF NEW YORK

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 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010190 entitled, "Our Lady of Lourdes Girls Junior Four Boat" was unanimously adopted by voice vote.

Commendation: The Dutchess County Health Department

Legislators HORN and KELSEY offers the following and move its adoptions:

WHEREAS, the Dutchess County Health Department, through its fast action and through its keen investigation, diverted a potential nationwide spread of e-coli; and

WHEREAS, the Dutchess County Health Department observed that six (6) students from a local school district became ill, and noting the pattern, an investigation was commenced; and

WHEREAS, the Dutchess County Health Department directly permits local schools to order their own supplies, therefore the Department of Health was able to identify the central food processing center, where an unopened package of lettuce was found, tested and confirmed to be the same strain of e-coli that the children had ingested; and

WHEREAS, through their quick action, diligent investigation and professional collaboration, the Dutchess County Health Department contacted the necessary State and Federal Governmental agencies that enacted a nationwide recall; and

WHEREAS, the quick action of the Dutchess County Department of Health prevented a much larger crisis; now, therefore be it

RESOLVED, that the Dutchess County Legislature, for themselves and on behalf of all of the people of Dutchess County and our Nation, hereby extends to the Dutchess County Department of Health, its deep and sincere appreciation for its professionalism and dedication to keeping the public safe and to its dedicated employees for their continued service to the health and well-being of the public.

Resolution No. 2010191

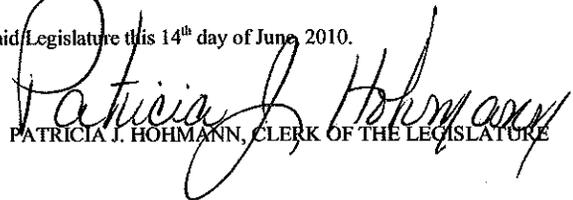
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 14th day of June, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 14th day of June, 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010191 entitled, "The Dutchess County Health Department" was unanimously adopted by voice vote.

RESOLUTION NO. 2010192

RE: LOCAL LAW BANNING THE USE OF INDOOR TANNING
FACILITIES BY THOSE UNDER THE AGE OF 18

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

WHEREAS, This Legislature hereby finds and determines that the United States Food and Drug Administration (FDA) and numerous leading United States health-care organizations estimate that approximately 1,000,000 Americans each year will be stricken with skin cancer, a potentially deadly disease, and the most common of all types of cancers, and

WHEREAS, melanoma is more common than any non-skin cancer among women between 25 and 29 years of age and nationally, one person dies of melanoma every hour, and

WHEREAS, the FDA, joined by the National Institutes of Health (NIH), the United States Centers for Disease Control and Prevention (CDC), and numerous leading United States and international health-care organizations, discourages the use of tanning beds and sunlamps, and has concluded that indoor tanning can be as harmful as outdoor tanning, and that perhaps more than 1,000,000 people in the United States alone visit tanning salons each day on the average, and

WHEREAS, This Legislature finds that tanning devices in salons, tanning parlors, spas, and similar settings that emit mostly UVA light are in no way less harmful alternatives to the sun's rays, insofar as UVA rays penetrate deeper than UVB rays, causing damage to the underlying connective tissue as well as to the skin's surface, and

WHEREAS, In July 2009, the International Agency for Research on Cancer (IARC), part of the World Health Organization, concluded that tanning devices that emit UV radiation are more dangerous than previously thought. IARC moved these devices into the highest cancer risk category: "carcinogenic to humans." Previously, it had categorized the devices as "probably carcinogenic to humans," and

WHEREAS, Development of cancer is a long process that may take decades. Therefore, IARC also recommended banning commercial indoor tanning for those younger than 18 years to protect them from the increased risk for melanoma and other skin cancers. The IARC conclusions, frequently cited by the FDA, were based on the information of 19 studies over the period of 25 years also concluded that the risk of melanoma of the skin increasing by 75 percent when tanning bed use started before age 35, and

WHEREAS, there is no repair treatment available for reversing the brutal effects of UVA and UVB rays on the skin, and that basic, minimally intrusive, public education to prevent such damage before it occurs is the best approach to maintaining public health of the citizens of Dutchess County, now, therefore be it

RESOLVED, that this Legislature of the County of Dutchess adopt Local Law ___ of 2010, which has been submitted this day for consideration by said Legislature.

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 ___ day of ___ 2010, 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 ___ day of ___, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

LOCAL LAW NO. OF 2010

RE: A LOCAL LAW BANNING THE USE OF INDOOR TANNING
 FACILITIES BY THOSE UNDER THE AGE OF 18

BE IT ENACTED by the County Legislature of the County of Dutchess as follows:

Section 1: Legislative Intent

The Food and Drug Administration (FDA), joined by the National Institutes of Health (NIH), the United States Centers for Disease Control and Prevention (CDC), and numerous leading United States and international health-care organizations, discourages the use of tanning beds and sunlamps, and has concluded that indoor tanning can be as harmful as outdoor tanning, and that perhaps more than 1,000,000 people in the United States alone visit tanning salons each day on the average. FDA, National Cancer Institute (NCI), the American Academy of Dermatology, and other health organizations advise limiting exposure to natural UV radiation from the sun and avoiding artificial UV sources such as tanning beds entirely.

The FDA, in multiple written reports is particularly concerned about children and teens being exposed to UV rays. Intermittent exposures to intense UV radiation leading to sunburns, especially in childhood and teen years, increase the risk of melanoma, according to the NCI. The NCI reports that women who use tanning beds more than once a month are 55 percent more likely to develop melanoma than those who do not use tanning beds. Teenage girls and young women make up a growing number of tanning bed customers both nationally and locally.

According to the FDA, "Advocates of tanning devices sometimes argue that using these devices is less dangerous than sun tanning because the intensity of UV radiation and the time spent tanning can be controlled. But there is no evidence to support these claims. In fact, sunlamps may be more dangerous than the sun because they can be used at the same high intensity every day of the year—unlike the sun whose intensity varies with the time of day, the season, and cloud cover." Therefore, the purpose of this legislation is to prohibit the use of tanning facilities by persons under 18 years of age.

Section 2: Definitions

PERSON -- Individual.

TANNING FACILITY -- Any establishment where one or more ultraviolet radiation device is used, offered, or made available for use by any human being, for which a fee is charged, directly or indirectly, but shall not include any facility where any such device is used by a qualified health-care professional for treatment of medical conditions.

ULTRAVIOLET RADIATION DEVICE -- Any equipment which is designed to emit electromagnetic radiation in the wavelength interval of two hundred to four hundred nanometers in air, and which is intended to induce tanning of the human skin through irradiation, including, but not limited to, a sunlamp, tanning booth, or tanning bed.

Section 3: Applicability

This law shall apply to all actions occurring on or after the effective date of this law.

No person under 18 years of age shall be permitted to use a tanning device in a tanning facility in the County of Dutchess, NY.

Requirements for Tanning Facilities:

A. Each tanning facility must comply with the provisions of state law, as it relates to the posting of warning signs, the availability of educational information on the health risks associated with the use of a tanning facility, and the use of proper eye protection by each patron, and shall post a sign advising patrons of the prohibitions contained in this chapter, which sign shall contain letters of no less than 1/2 inch on a contrasting background.

B. Any advertisement, coupon, flyer or other printed material paid for, produced, published or distributed by, or on the behalf of, any tanning facility shall contain the following warning: "Tanning Increases Your Risk of Skin Cancer." This warning shall be displayed conspicuously on the advertisement, coupon, flyer or other printed material in such a way as to be clearly legible.

Section 4: Exceptions

This law will not apply to any facility where any such ultraviolet radiation device is used by a licensed healthcare provider for the treatment of medical conditions.

Section 5: Violations and Penalties

Any tanning facility which violates this chapter shall be subject to a fine of up to \$250 for the first offense, \$500 for a second offense, and \$1000 for the third and for each subsequent offense.

Section 6: Reverse preemption

This chapter shall be null and void on the day that statewide or federal legislation goes into effect incorporating either the same or substantially similar provisions as are contained in this chapter, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Dutchess. The County Legislature may determine, via mere resolution, whether or not identical or substantially similar statewide legislation has been enacted of the purposes of triggering the provision of this section.

Section 7: Promulgation of rules and regulations

The Dutchess County Department of Health and the Dutchess County Department of Consumer Affairs shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provisions of this chapter.

Section 8: Separability

If any word, phrase, clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the words, phrase, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 9: Effective Date

This law shall take effect September 1, 2010

The foregoing local law Resolution No. 2010192 was laid on the desk at this meeting and no further action was taken in 2010.

Laid on Desks 6/14/10
Government Services & Administration
Discussion only 7/12/10

RESOLUTION NO. 2010193

RE: A LOCAL LAW AMENDING THE DUTCHESS COUNTY CHARTER AS IT PERTAINS TO SECTION 7.03 DEPARTMENT OF HEALTH; BOARD OF HEALTH; POWERS AND DUTIES AND AMENDING DUTCHESS COUNTY ADMINISTRATIVE CODE SECTION 7.03 DEPARTMENT OF HEALTH; BOARD OF HEALTH; POWERS AND DUTIES

Legislators KELSEY, MICCIO, and WEISS offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopts Local Law No. ____ of 2010, which has been submitted this day for consideration by said Legislature.

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 day of _____, 2010, 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 day of _____, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

LOCAL LAW NO. OF 2010

RE: A LOCAL LAW AMENDING THE DUTCHESS COUNTY CHARTER AS IT PERTAINS TO SECTION 7.03 DEPARTMENT OF HEALTH; BOARD OF HEALTH; POWERS AND DUTIES AND AMENDING DUTCHESS COUNTY ADMINISTRATIVE CODE SECTION 7.03 DEPARTMENT OF HEALTH; BOARD OF HEALTH; POWERS AND DUTIES

BE IT ENACTED BY THE County Legislature of the County of Dutchess as follows:

SECTION 1: Legislative Intent.

Historically, the County Legislature pursuant to the County Charter and Administrative Code delegated substantial duties to the Board of Health pertaining to public health matters as well as the adoption of the County Sanitary Code. However, the issues facing the Board of Health and the Commissioner of Health are of such paramount importance that it is incumbent upon the Legislature, as elected representatives of the residents of the Dutchess County, to take a more pro-active role on such issues and to assume responsibility to enact appropriate rules and regulations in lieu of delegating that to another body. The Dutchess County Legislature is desirous of assuming responsibilities previously delegated to the Board of Health at this time with the understanding that the Board of Health will continue to serve a significant role in an advisory capacity to the County Legislature. Therefore, the County Legislature has determined that an amendment to Section 7.03 of the County Charter and Section 7.03 Administrative Code is necessary to accomplish this legislative intent.

SECTION 2: Amendment to Dutchess County Charter:

Section 7.03 County Sanitary Code: Violations and Penalties: of the Dutchess County Charter is hereby amended to read as follows:

Section 7.03. The Board of Health, subject to the provisions of Public Health Law and State Sanitary Code, shall have the power to ~~formulate, adopt, promulgate, amend or repeal such~~

~~rules and regulations as may affect public health within the County; to formulate, adopt, promulgate, amend or repeal a County Sanitary Code; suggest changes to the County Sanitary Code and rules and regulations as may affect public health in consultation with the County Legislature and~~ to consider any matters that may come to its attention relating to the preservation and improvement of public health within the County, and advise the Commissioner or County Legislature thereon, either at his/their request or upon its own initiative, and from time to time to make recommendations to the Commissioner or County Legislature thereon.

SECTION 3: Amendment to Administrative Code: Section 7.03. Board of Health; Powers and Duties of the Dutchess County Administrative Code is hereby amended to read as follows:

Section 7.03. The Board of Health shall, in consultation with the Commissioner, prepare recommendations for meeting the public health needs of Dutchess County. Copies of the recommendations shall be transmitted to either the County Legislature directly or the County Executive for his evaluation and referral within sixty (60) days to the County Legislature and the State Commissioner of Health. The Board of Health shall have and exercise such other powers and duties confirmed upon such Board by the County Charter or this Code.

SECTION 4: Separability.

If any part of this ordinance is found to be illegal by a Court of competent jurisdiction, the remaining sections shall remain in full force and effect.

SECTION 5: Effective Date.

This Local Law shall take effect upon compliance with the applicable provisions of Municipal Home Rule Law.

Strikeout – delete

Underline - addition

The foregoing local law Resolution No. 2010193 was laid on the desk at this meeting no further action was taken in 2010.

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

Constantine Kazolias, 47 Noxon Street, Poughkeepsie, New York, spoke on the oil spill and how horrific it was and that the effects of this spill would be felt for years to come.

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

On motion by Legislator Cooper, duly seconded by Legislator Flesland and carried, the meeting was adjourned at 9:30 pm subject to call of the Chair.