Regular Meeting

of the

Dutchess County Legislature

Monday, August 9, 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: 24 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horn, Horton, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Kuffner, MacAvery, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Tyner, Weiss, White.

ABSENT: 1 Miccio.

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag.

The invocation was given by Rabbi Neal Loevinger, Temple Beth-El, Poughkeepsie, New York of the Faith Assembly of God in Poughkeepsie, New York followed by a moment of silent meditation.

PRESENTATIONS:

Family Services: Astor presentation

COMMENDATIONS/PROCLAMATIONS

Commendation: Paul Brennan, Eagle Scout
Commendation: David J. Martinson, Eagle Scout
Commendation: Mitchell Willie, Eagle Scout
Proclamation: The American Legion Auxiliary 90th Anniversary

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 July 12, 2010.

On motion by Legislator Flesland duly seconded by Legislator Cooper the July 12, 2010 minutes were approved.

COMMUNICATIONS RECEIVED FOR THE AUGUST 2010 BOARD MEETING

RECEIVED from Valerie Sommerville, Budget Director, Contingency Account Status as of August 4, 2010.

RECEIVED from New York State Department of Environmental Conservation – Fact Sheet Brownfield Site.

RECEIVED from New York State Office of Real Property Tax Services list of Certified 2010 State Equalization Rates.

RECEIVED from Susan J. Miller, Town Clerk, Town of Poughkeepsie, notice of public hearing on Wednesday, August 18, 2010 at 7 pm on Amendment to Town Code, "Sidewalk seating and tables for patrons".

RECEIVED from County Clerk Kendall July Passport Extended Hours analysis.

RECEIVED from Comptroller James Coughlan the following audits:

Mental Health America of Dutchess County
Astor Services for Children & Families

Resolution No. 2010215 entitled, "Adopting a Methodology to Charge Back to Municipalities the Costs of Election Services" was introduced and pulled by the sponsor at the July 12, 2010, Regular Board and considered at this time.

Roll call vote on the foregoing Resolution No. 2010215 resulted as follows:

AYES: 14 Borchert, Cooper, Flesland, Horn, Hutchings, Incoronato, Kelsey, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Weiss.

NAYS: 10 - Bolner, Doxsey, Forman, Goldberg, Horton, Jeter-Jackson, Kuffner, MacAvery, Tyner, White

ABSENT: 1 – Miccio.

Resolution adopted.

Pursuant to Section 3.02 (i) of the Dutchess County Charter the foregoing resolution was deemed approved and duly enacted due to the County Executive's failure to act.

At this time Local Law No. of 2010, Resolution No. 2010217 entitled, "Introducing a Local Law, Electing a Retirement Incentive Program, Part A Thereof, As Authorized by Chapter 105, Laws of 2010 for the Eligible Employees of Dutchess County" that was introduced at the July 12, 2010 Regular Board Meeting and then revised and re laid on the desk by mail on July 14, 2010 was considered.

Discussion on the foregoing Resolution No. 2010217 resulted as follows:

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 Resolution No. 2010217.

Legislator Kelsey questioned Elizabeth Piraino, President, CSEA Union, regarding the cost of implementing this program and wondered if during negotiations the CSEA would be supporting saving costs.

Legislator Kuffner called for "Point of Order" and questioned the fairness of Legislator Kelsey asking questions regarding negotiations that should be private matters.

Chairman Rolison stated that Elizabeth Piraino could state that and it would end the discussion.

Piraino, President, CSEA Union, responded that the CSEA Union is always looking to help the county cut costs wherever they can. She further stated that whatever suggestions she would have would have to go before the CSEA membership.

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

Roll call vote on the foregoing Resolution No. 2010217 resulted as follows:

AYES: 19 Bolner, Borchert, Cooper, Doxsey, Flesland, Forman, Goldberg, Horton, Jeter-Jackson, Kuffner, MacAvery, Rolison, Roman, Sadowski, Thomes, Traudt, Tyner, Weiss, White.

NAYS: 5 - Horn, Incoronato, Hutchings, Surman, Kelsey.

ABSENT: 1 – Miccio.

Resolution adopted.

The County Executive held a public hearing on the foregoing local law on Thursday, August 26, 2010, at 10 am and returned the local law vetoed. There was no attempt to override the veto. Vetoed sustained.

RESOLUTION NO. 2010223

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

Legislators ROLISON, FLESLAND, HORN, HUTCHINGS, HORTON, MICCIO, and ROMAN offer the following and move its adoption:

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

WHEREAS, the County and Town desire to continue their agreement and enter into a new Intermunicipal Agreement for the term January 1, 2010 through December 31, 2011, and

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

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

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

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

CA-128-10
CAB/ca/G-1391-D-I
7/15/10
Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August, 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 9th day of August, 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 $ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

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

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INTERMUNICIPAL AGREEMENT

DUTCHESS RAIL TRAIL

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") and the TOWN OF POUGHKEEPSIE, a municipal corporation with its offices at 1 Overocker Road, Poughkeepsie, New York, 12601 (hereinafter referred to as the "TOWN")

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES. The Town shall assist the County in the repair and maintenance of the Trail by providing the services as set forth on Exhibit "A," "Scope of Services," attached hereto and made a part hereof. The Town's costs for the services to be provided pursuant to this Agreement are estimated not to exceed $7,500.00 for a calendar year. The Town agrees to budget a sum of $7,500.00 for the 2010 and 2011 budget years. The Town shall not be responsible for any costs exceeding $7,500.00.

2. TERM OF AGREEMENT. The term of this Agreement shall commence on January 1, 2010 and terminate on December 31, 2011, unless extended in writing by the parties. Representatives of the County and the Town will meet prior to November 1st of each year hereafter to review each party's maintenance responsibilities.

The Town Board in office in January 2012 must adopt a resolution authorizing execution of another Intermunicipal Agreement.

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Department of Public Works

ACCEPTED : COUNTY OF DUTCHESS

BY: _____
William R. Steinhaus
County Executive

TOWN OF POUGHKEEPSIE

BY: Patricia Myers

Print Name Patricia Myers
Title Supervisor

DUTCHESS RAIL TRAIL

SCOPE OF SERVICES FOR MAINTENANCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Roll call vote on the foregoing Resolution No. 2010223 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

RESOLUTION NO. 2010224

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

Legislators INCORONATO, HUTCHINGS, HORTON, ROMAN, MICCIO, and BOLNER offer the following and move its adoption:

WHEREAS, by Resolution No. 208397 this Legislature approved an Intermunicipal Agreement with the Town of Wappinger (Town) for maintenance of the Town of Wappinger portion of the Dutchess Rail Trail, and

WHEREAS, the County and Town desire to continue their agreement and enter into a new Intermunicipal Agreement for the term January 1, 2010, or the opening of the Rail Trail (completion of Stage 3), whichever date is later and terminate on December 31, 2011, and

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

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

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

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

CA-129-10
CAB/ca/G-1391-D-K
7/15/10
Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August, 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 9th day of August, 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 $ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Steven J. Olsen, Parks Director

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INTERMUNICIPAL 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") and the TOWN OF WAPPINGER, a municipal corporation with its offices at 20 Middlebush Road, Wappingers Falls, New York, 12590 (hereinafter referred to as the "TOWN")

WITNESSETH:

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

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

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

1. SCOPE OF SERVICES. The Town shall assist the County in the repair and maintenance of the Trail by providing the services as set forth on Exhibit "A," "Scope of Services," attached hereto and made a part hereof. The Town's costs for the services to be provided pursuant to this Agreement are estimated not to exceed $7,500.00 for a calendar year. The Town agrees to budget the sum of $7,500.00 for the 2010 and 2011 budget years. The Town shall not be responsible for any costs exceeding $7,500.00.

2. TERM OF AGREEMENT. The term of this Agreement shall commence January 1, 2010, or the opening of the Rail Trail (completion of Stage 3), whichever date is later and terminate on December 31, 2011. The County will notify the Town in writing at least thirty (30) days in advance of the opening of the Rail Trail (completion of Stage 3). Representatives of the County and the Town will meet prior to November 1 of each year hereafter to review each party's maintenance responsibilities.

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

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

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

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

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

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

7. 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

APPROVED AS TO CONTENT:

_____
Department of Public Works

ACCEPTED : COUNTY OF DUTCHESS

BY: _____
William R. Steinhaus
County Executive

TOWN OF WAPPINGER

BY: _____

Print Name: Christopher Colsey
Title: Town Supervisor

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

On the 17th day of June, 2010, before me, the undersigned, personally appeared CHRISTOPHER J. COLSEY 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.

Notary Public

SANDRA A. OAKLEY
Notary Public, State of New York
No. 01OA6098174
Qualified in Dutchess County
Commission Expires September 2,2011

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

On the _____ day of _____, 20__, before me, the undersigned, personally appeared WILLIAM R. STEINHAUS 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.

Notary Public

DUTCHESS RAIL TRAIL

SCOPE OF SERVICES FOR MAINTENANCE AGREEMENT

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

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

2. Miscellaneous or Minor Repairs. The Town shall perform minor repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail and related appurtenances. For the purposes of this paragraph, a minor repair shall be deemed to be any repair costing $100.00 or less in materials supplied by the Town or requiring less than five man hours. Notwithstanding the foregoing, the Town's responsibility with regard to minor repairs shall not exceed $3,500.00 in any calendar year. The Town shall only be responsible for minor repairs and not any replacements to original improvements made by the County. The County shall perform all other repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail. The County shall stockpile or obtain for the Town's use those materials that would typically be needed for minor repairs. It is expressly understood that the Town shall not be required to replace any improvements. An example of a minor repair is the repair or replacement of one or two fence rails or the repair of one or two bench slats.

3. Inspection and Monitoring- The County and the Town will conduct biweekly inspections of the Rail Trail to identify obstacles, hazards, or items needing repair or maintenance. The Town will notify the County as soon as practicable, of those obstacles, hazards or items needing repair maintenance that are the County's responsibility under the terms of this agreement. The County will conduct the first inspection on the first Friday after the Trail is officially opened by the County. During the months of January through March, the County and Town will conduct monthly inspections as conditions permit. The Town shall be permitted to use a motor vehicle when conducting its inspections.

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

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

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

7. Litter Removal- The County will place litter receptacles in parking areas only. The Town shall remove garbage, litter and other small debris on a weekly basis. The County will install signs that indicate that the Rail Trail is a carry in/carry out linear park. The Town shall empty the trash cans located in the parking areas. The County and the Town will use best efforts to have garbage, litter and debris removal undertaken by volunteer organizations. Any such volunteer organizations must be approved by the County before undertaking this work.

8. Graffiti- The County and the Town shall work together on a case by case basis when removal of graffiti is required. When the Town performs graffiti removal operations, the County shall supply paint and/or other materials which would be required. Graffiti removal shall be treated as a minor repair by the Town.

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

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

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

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

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

14. Police Presence- The Town shall not be responsible to provide any police patrol or response to any incidents at/on the Rail Trail. The County shall be responsible, to the extent practical, for curing and/or remedying any points of unauthorized access or encroachment.

Roll call vote on the foregoing Resolution No. 2010224 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Public Works & Capital Projects Committee

RESOLUTION NO. 2010225

RE: ESTABLISHING CAPITAL PROJECT ACCOUNT FOR CONSOLIDATED HIGHWAY IMPROVEMENT PROGRAM (CHIPS) FUNDS FOR 2010

Legislators HUTCHINGS and ROMAN offer the following and move its adoption:

WHEREAS, the County Commissioner of Public Works has been notified by the State Department of Transportation that approximately $2,593,000 under the Consolidated Highway Improvement Program (CHIPS) has been allocated to the County for 2010, and

WHEREAS, the Commissioner of Public Works has formulated a highway improvement program for a Pavement Management Program, Guide Rail Program, Culvert and Bridge Projects and Miscellaneous Highway Improvement Projects, and

WHEREAS, it is necessary to establish a capital account to provide for the receipt of said allocation, now, therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to establish the following capital project accounts:

APPROPRIATIONS
Increase

H0423.5110.3250.212	Roads-Reconstruction-CHIPS	$2,593,000

REVENUES
Increase

H0423.5110.35010.07	Consolidated Highway Aid 2010 County Roads	$2,593,000

CA-134-10
Ca/G-188
07/19/10
Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August, 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 9th day of August, 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 $ 2,593,000

Total Current Year Revenue $ 2,593,000
and Source
Revenue is from anticipated NYS Consolidated Highway Improvement Program (CHIPS)

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

Identify Line Items(s):
New H- Account to spend CHIPS funding from NYS.

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

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

Additional Comments/Explanation:
Annual request for Capital Bridge and Highway Improvement Program. Requesting $2.593M for various projects. CHIPS funding will entirely offset funding request.

Prepared by: Robert Balkind, P.E.

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

RE: *Highway & Bridge 2010 Proposed Capital Request*

DATE: *July 15, 2010*

The 2010 Highway and Bridge Capital request is being submitted via this memo. The request includes $2.593M of funding, which will be entirely offset by the County's anticipated 2010 Consolidated Highway Improvement Program (CHIPS) apportionment. Funding has been requested for DPW's annual Pavement Management Program, Guide Rail Program, Culvert & Bridge Projects, and Miscellaneous Projects.

A detailed breakdown of the specific projects and their estimated costs are attached for your reference.

DUTCHESS COUNTY
EXECUTIVE
RECEIVED
2010 JUL 16 AM 10:28

2010 Highway and Bridge Improvement Program

The Department of Public Works Engineering & HCM Divisions conducts a Capital Highway and Bridge Improvement Program each year. These funds are utilized to improve our County Highway System, which includes 312 bridges and drainage structures with spans over 5 feet. The County Highway System consists of 394 miles of roads and its associated storm water drainage and traffic control devices.

Planned programs for 2010 include: *The Pavement Management Program, Guide Rail Program, and Miscellaneous Highway Improvement Projects.*

The County expects to receive approximately $2,593,000 in *Consolidated Highway Improvement Programs Funds* (CHIPS) from New York State that will offset the total project costs.

Estimated Breakdown of Request:

$2,223,000		Pavement Management Program
$250,000		Guide Rail Program
$120,000		Miscellaneous Highway Improvement Projects (see page 2)
$2,593,000		**Total 2010 Projects Cost**
-$2,593,000		CHIPS Funds
$ 0		**County Cost**

Pavement Management

The 2010 Pavement Management program involves resurfacing of County highways using both contractors and County forces. Special surface treatments will be performed by vendors and contractors with the necessary equipment and expertise. Replacement of pavement stripes is included within the scope of work on all highways improved under this program. The estimate for current year funding of this project is $2,223,000.

Guide Rail Program

Various locations: Install approximately 1 mile of box beam guide rail and end sections at various locations throughout the County highway network. Estimated cost: $250,000.

Miscellaneous Highway and Trail Improvements

It is the Department's intent to plan, design and construct the following candidate projects. Due to unforeseen circumstances, certain projects may need to be eliminated and new projects added to this list to maintain the County highway system in a safe manner.

Purchase Spare Traffic Signal Controller – DPW maintains fifteen traffic signals throughout the County, but has no spare signal controller. If a controller unit goes bad, the County must rely on borrowing one from NYSDOT until a new one can be purchased. Keeping a spare controller unit in stock would provide a higher level of service to the public by allowing for immediate replacement if a controller unit was to fail. The estimate for this project is $5,000.

CR 32 Drainage Improvement – (Pleasant Ridge Road), Town of Beekman – Replace closed drainage system and install stabilized discharge pipe and outlet ditch. The estimate for this project is $115,000.

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CR 32 Drainage Improvement – (Pleasant Ridge Road), Town of Beekman – Replace closed drainage system and install stabilized discharge pipe and outlet ditch. The estimate for this project is $115,000.

Roll call vote on the foregoing Resolution No. 2010225 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Resolution No. 2010226 was introduced at the August Committee Meeting for discussion only.

Public Works & Capital Projects Committee

RESOLUTION NO. 2010227

RE: AUTHORIZING OPTION TO RENEW LEASE AGREEMENT WITH AMERICAN TOWER MANAGEMENT, INC. (FORMERLY FIVE STATES COMMUNICATIONS, INC.) PROVIDING COMMUNICATION SERVICES FOR THE COUNTY'S GOVERNMENTAL COMMUNICAITONS SYSTEM

LEGISLATORS SURMAN, HUTCHINGS, and ROMAN offer the following and move its adoption:

WHEREAS, by Resolution No. 28 of 1995 this Legislature authorized the County Executive to enter into a lease with Five States Communications, Inc. (Five States) to provide communications services to the County's governmental communications system located on Clove Mountain in the Town of Unionvale, and

WHEREAS, said lease was amended on two occasions pursuant to Resolution Nos. 249 of 1995 and 271 of 1996, and

WHEREAS, on October 12, 2000 an Assignment and Assumption of Ground Lease Agreement was made by and between Five States Communications, Inc. and American Tower Management, Inc., and

WHEREAS, said ground lease is connected to the lease that the County entered into with Five States, and

WHEREAS, Five States sold its business to American Tower Management, Inc. in October 2000, and

WHEREAS, the existing agreement dated August 22, 1995 terminates on December 31, 2010 unless the County exercises its option to renew for an additional term of fifteen (15) years on or before September 1, 2010, and

WHEREAS, by renewing the agreement at this time, the lease will remain free of charge until December 31, 2025, and

WHEREAS, it is in the County's best interest to exercise the renewal option at this time, now therefore, be it

RESOLVED, that the County Executive is hereby authorized to execute the renewal option with American Tower Management, Inc. in substantially the same form as annexed hereto, and be it further

RESOLVED, that in all other respects the lease agreement authorized by Resolution No. 18 of 1995 and amended by Resolution Nos. 249 of 1995 and 217 of 1996 remains unchanged.

APPROVED

CA-137-10 CAB/ca/R-0650
7/23/10 Fiscal Impact: See attached statement

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

EXERCISE OF OPTION TO RENEW

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 "Lessee"), and **AMERICAN TOWER MANAGEMENT, INC.**, a corporation whose address is 116 Huntington Avenue, Boston, MA 02116 (hereinafter referred to as the "Lessor").

WITNESSETH:

WHEREAS, the Lessee entered into a Lease Agreement dated August 22, 1995 (County Contract No. 95-0647-12/2010-ER) with Five States Communications, Inc. which allowed the Lessee to have communications systems on Clove Mountain in the Town of Unionvale at no cost to the Lessee, and

WHEREAS, said Lease was amended twice, and

WHEREAS, Five States Communications, Inc. sold its business to American Tower Management, Inc. in October of 2000, and

WHEREAS, pursuant to paragraph 2 of the Lease, the Lessee desires to exercise its option to renew said Lease for an additional period of fifteen (15) years, upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 95-0547-12/2010-ER, dated August 22, 1995, is hereby extended upon the following terms and conditions.

1. Paragraph "2," entitled "Term," shall provide as follows:

   This Agreement shall terminate on December 31, 2025, unless otherwise terminated as set forth herein.

2. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED : COUNTY OF DUTCHESS

By _____
William R. Steinhaus
County Executive

APPROVED AS TO CONTENT:

_____
Department of Emergency Response

AMERICAN TOWER MANAGEMENT, INC.

By _____

Print Name _____
Title _____

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: John Murphy

Dut.pdf

Dutchess County
Department of
Emergency
Response

Dutchess

William R. Steinhaus
County Executive

John Murphy
Coordinator

392 Creek Road
Poughkeepsie
New York
12601

Administration
(845) 486-2080
Fax (845) 486-3998

911 Dispatch
(845) 486-2081
Fax (845) 486-3997

TO: William R. Steinhaus
County Executive

FROM: John Murphy
Coordinator

DATE: July 22, 2010

SUBJECT: Resolution to extend Clove Mt. Agreement

Attached please find a Resolution Request to exercise our option to renew the current agreement with American Tower Company at the Clove Mountain Tower Site. The existing agreement states we must exercise our intent in writing no later than September 1, 2011. By renewing the current agreement, this agreement will remain free of charge until December 31, 2025.

Should you have any questions or require additional information, please contact myself or Gail Phillips.

Thank you for your consideration to this matter.

Roll call vote on the foregoing Resolution No. 2010227 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Environment Committee
Revised & Pulled

Resolution No. 2010228

RE: AUTHORIZING A DUTCHESS COUNTY SUSTAINABLE ENERGY LOAN PROGRAM

Legislators Tyner, Kuffner, Jeter-Jackson, MacAvery, Doxsey offer the following and move its adoptions:

WHEREAS, by Chapter 497 of the laws of 2009, the State of New York authorized an amendment of the General Municipal Law by creating Article 5-L to allow municipalities to create Sustainable Energy Loan Programs to promote the deployment of renewable energy systems and energy efficiency improvement measures at residential and commercial properties, and

WHEREAS, the establishment of a Sustainable Energy Loan Program in Dutchess County would serve to assist in achieving statewide energy efficiency and renewable energy goals, reducing greenhouse emissions and mitigating the effect of global climate change and advance a clean energy economy, and

WHEREAS, a Sustainable Energy Loan Program would also bolster the economy of Dutchess County by saving county residents monies which they would otherwise spend on energy costs and by creating jobs for Dutchess County residents, and

WHEREAS, a Dutchess County Sustainable Energy Loan Program may create an opportunity for the County and State to obtain American Recovery and Reinvestment Act of 2009 ("ARRA") and/or other funding to support the program, and therefore be it

RESOLVED, that the Dutchess County Legislature hereby authorizes the Dutchess County Sustainable Energy Loan Program and requests that the Dutchess County Executive undertake all necessary steps to implement the Dutchess County Sustainable Energy Loan Program as authorized by Article 5-L of the General Municipal Law, and, be it further

RESOLVED, that the Clerk of the Dutchess County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

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 13th day of September 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 13th day of September 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010228 entitled, "AUTHORIZING A DUTCHESS COUNTY SUSTAINABLE ENERGY LOAN PROGRAM" was pulled by sponsor.

Environment Committee
Amended in Environment
Amended on Floor

Resolution No. 2010229

RE: ESTABLISHING PLAN TO INCREASE RECYCLING IN DUTCHESS COUNTY

Legislators Tyner, Goldberg, Jeter-Jackson, and Doxsey offer the following and move its adoption:

WHEREAS, Dutchess County now converts to energy or sends to landfills materials and resources that could be recycled, including plant debris, food waste, paper, wood, ceramics, soils, metals, glass, polymers, textiles, chemicals, and various items for reuse, according to Richard Anthony Associates, and new jobs could be created right here in Dutchess County if those materials were recycled instead of burned or buried, according to the Institute for Local Self-Reliance, and

WHEREAS, although the Dutchess County Waste to Energy Plant produces power from burning trash, the income does not come close to covering costs, and neither do the tipping fees that are among the highest in the region; in recent years, Dutchess County taxpayers have seen the county's subsidy to the Resource Recovery Agency go from $2 million to $6.3 million, with more increases expected, and

WHEREAS, Royal Carting is starting a food-waste curbside collection demonstration project with 177 homes in Beacon; also here in Dutchess County Vassar and Marist colleges compost their food waste, and

WHEREAS, it has been demonstrated across the country that food-waste curbside collection is a win-win for homeowners, businesses, and waste haulers; all end up saving money as tipping fees at compost facilities are lower than tipping fees at waste to energy plants or landfills, and if food waste is collected regularly, trash doesn't have to be collected so often, and therefore be it

RESOLVED, that the Dutchess County Legislature urges the Dutchess County Resource Recovery Agency to work to incorporate the following in its Solid Waste Management Plan for Dutchess County submitted to the NYSDEC: to set a recycling goal for Dutchess County and to work with the Dutchess County Association of Supervisors and Mayors, Dutchess County Economic Development Corporation, and Dutchess County Industrial Development Agency to site an eco-industrial resource recovery park and food-waste composting facilities to process source-separated organic materials, and to ensure recycling containers are placed wherever there are trash containers, and be it further

RESOLVED, that the Dutchess County Legislature requests that licensed waste haulers in Dutchess County work towards collecting food waste source-separated materials, and work towards reusing, recycling or composting of all materials and bulky items collected by them in Dutchess County, and be it further

RESOLVED, that the Dutchess County Legislature urges the Dutchess County Resource Recovery Agency to work to make sure that all Dutchess County residents, businesses and institutions work towards source-separating reusables, recyclables and compostables (including discarded food, and food contaminated paper), and be it further

RESOLVED, that a copy of this resolution be sent to the Dutchess County Executive, Dutchess County Resource Recovery Agency, Dutchess County Director of Central Services, Dutchess County Department of Public Works, all other county departments, and all licensed haulers.

Pulled by sponsor 9/7/10, Amended in Environment Committee 10/7/10, Amended on floor 10/13/10 cm

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 13th day of October 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 13th day of October 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010229 was introduced in August and pulled by sponsor and considered at the October 13, 2010 Regular Board Meeting.

Discussion on the foregoing Resolution No. 2010229 resulted as follows:

Legislator Miccio moved to amend the foregoing Resolution as follows:

Amend the 1st WHEREAS to delete "$15 million worth of and "500

Delete the 2nd, 3rd, 4th, 6th, 7th, 8th, 9th, and 10th WHEREAS,

In the 11th WHEREAS delete all wording as follows and add the wording listed below in **bold**:

WHEREAS, Royal Carting is starting a food-waste curbside collection demonstration project with 177 homes in Beacon; ~~the towns of Hamilton and Wenham in Massachusetts started curbside collection of food waste this year and are saving tax dollars; here in~~ **also here in** Dutchess County Vassar and Marist colleges compost their food waste, ~~along with many restaurants in Tompkins County, and the communities of Portland, Seattle, Boulder, Cambridge, Wegman's Supermarket and Wal-Mart in Onondaga County, NY, Central Vermont Solid Waste Management District, San Francisco, CA, Morgan Hill, CA, Dublin, CA, Alameda County, CA, Pleasanton, CA, Hutchinson, MN, Hennepin County, MN, San Leandro, CA, Union City, CA, Swift County, MN, King County, WA, Bowdoinham, ME, San Jose, CA, Newark, CA, Orange County, NC, Berkeley, CA, Western Lake Superior Sanitary District, MN, Livermore, CA, Mackinaw Island, MI,~~ and

Amend the 12th WHEREAS as follows:

WHEREAS, ~~it has repeatedly been proven~~ **it has been demonstrated** across the country ~~in these communities~~ that food-waste curbside collection is a win-win for homeowners, businesses, and waste haulers; all end up saving money as tipping fees at compost facilities are lower than tipping fees at incinerators or landfills, and if food waste is collected regularly, trash doesn't have to be collected so often, and therefore be it

Amend the first RESOLVED as follows:

RESOLVED, that the Dutchess County Legislature requests that licensed waste haulers in Dutchess County work towards collecting food waste ~~with lower rates for clean,~~ source-separated materials, and work towards reusing, recycling or composting ~~at least 50%~~ of all materials and bulky items collected by them in Dutchess County, and be it further

Amend the last RESOLVED to add "and all licensed haulers".

Duly seconded by Legislator Tyner.

Legislator Horn moved to amend the foregoing Resolution by changing the word "Incinerator" in the 5th WHEREAS to "Waste to Energy Plant" duly seconded by Legislator Weiss and unanimously carried.

Legislator Goldberg moved from the table the foregoing resolution to enable the staff time to amend the resolution and distribute to the Legislature for consideration and then the Legislature could address the resolution at the end of the meeting, duly seconded by Legislator Weiss and unanimously carried.

Legislator Goldberg motioned to remove from the table Resolution 2010229 as amended duly seconded by Legislator Kuffner and unanimously carried.

Legislator Miccio moved to amend the foregoing Resolution by removing "500" from the first WHEREAS duly seconded by Legislator Borchert and unanimously carried.

Legislator Horn moved to amend the foregoing resolution in the first WHEREAS changing the word "incinerates" to "**converts to energy**" and the last WHEREAS change to word "incinerators" to "**waste to energy plants"** duly seconded by Legislator Miccio and unanimously carried.

Roll call vote on the foregoing Resolution No. 2010229 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.

Pursuant to Section 3.02 (i) of the Dutchess County Charter the foregoing resolution was deemed approved and duly enacted due to the County Executive's failure to act.

Budget, Finance, & Personnel Committee

RESOLUTION NO. 2010230

RE: AUTHORIZING IMPLEMENTATION OF DISCOUNT DENTAL PROGRAM THROUGH THE NATIONAL ASSOCIATION OF COUNTIES (NACo)

LEGISLATORS BORCHERT, BOLNER, COOPER, FLESLAND, FORMAN, HORN, HORTON, HUTCHINGS, INCORONATO, KELSEY, MICCIO, ROLISON, ROMAN, SADOWKSI, SURMAN, THOMES, TRAUDT, and WEISS offers the following and moves its adoption:

WHEREAS, the National Association of Counties (NACo) is offering a discount dental benefit program for participating Counties utilizing Careington International Corporation (Careington) as the administrator/provider of the program, and

WHEREAS, the program will provide dental discount cards for all of the citizens of Dutchess County at a charge of $59 per year per individual participant or $69 per year per family for the use of the card and no charge to the County, and

WHEREAS, NACo will contract with Careington to enroll participating providers and furnish discount dental benefit brochures and cards for use pursuant to marketing plan, and

WHEREAS, NACo member Counties may "sign on" to the NACo program using Careington and provide the program in each County, and

WHEREAS, Dutchess County's participation in this program is in the best interests of the citizens of Dutchess County, now therefore, be it

RESOLVED, that the proposed discount dental benefits program offered by the National Association of Counties as managed and administered by Careington International Corporation is hereby approved and the County Executive is hereby authorized to take all necessary steps to initiate this program including the execution of an agreement with the National Association of Counties and such other agreements as may be necessary to implement this program.

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 2010

CA-130-10
ca/C-8153
7/15/10
Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August, 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 9th day of August 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 $ 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): $0
Over Five Years:

Additional Comments/Explanation:
This resolution request is to authorize the County Executive to enter into contractual agreement with the National Association of Counties (NACo) for participation in the Careington International Corporation/NACo Discount Dental Benefit Program for Dutchess County residents.

Prepared by: Sabrina Jaar Marzouka, JD, MPH

Dear <County>,

We are pleased to introduce the NACo Dental Discount Program to your county. This program was designed for your uninsured and underinsured county residents. Through a partnership with **Care**ington International Corporation, this simple discount card can help members save an average of 20% to 50% on dental care, and 20% on orthodontics.

How it works

Discount dental programs are easy to use! Members simply pay a small monthly fee for access to participating providers who have agreed to give services at discounted rates.

With the NACo Dental Discount Program, you simply schedule an appointment with a participating dentist or specialist and present your membership card to receive a discount at the time of service.

Here are some key factors that make this a great NACo program:

- Everyone is accepted
- Family membership includes all family members
- All discounts are available at the time of service
- Unlimited plan usage, with no administrative forms or waiting periods
- Significant savings on dental cleanings, x-rays, braces, dentures, crowns, root canals and more
- Discount dental plans are a great option for individuals or families on tight budgets; and would otherwise be under-insured or uninsured
- The plan can complement health insurance plans or work in conjunction with health savings accounts, flexible spending accounts and health reimbursement arrangements

It is easy to sign up for this affordable plan. Visit www.nacodentalprogram.com, or call one of our helpful representatives at 877-354-6226 (NACO) and mention promo code **NACo** to sign up today!

Sincerely,

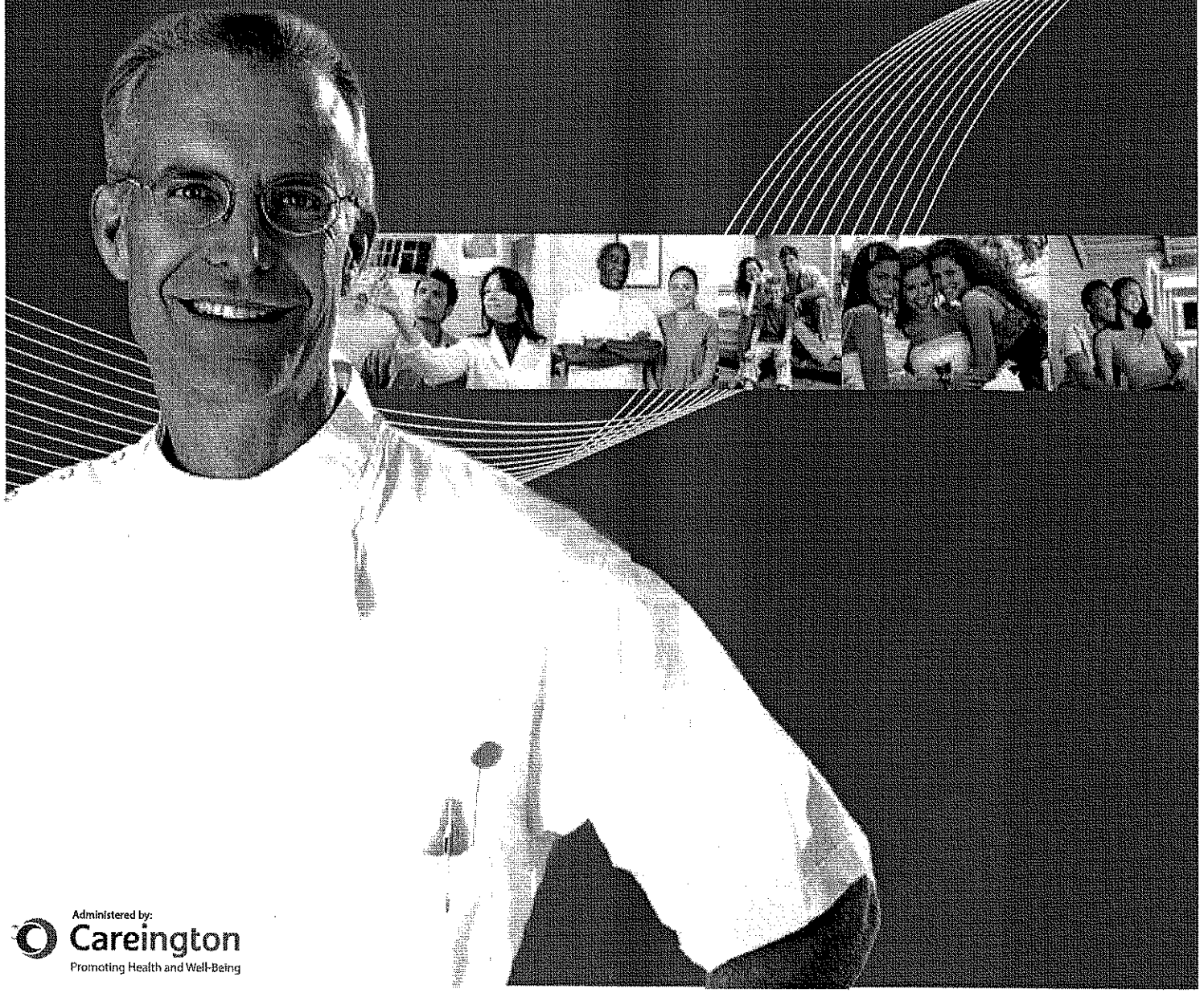
<Name>
<Title>

Dental Discount Program

Programs starting at $59 per year for individuals, or $69 per year for families!

Save 5% to 50% on dental procedures including routine oral exams, cleanings, dentures, crowns and more!

Call 877-354-NACo (6226) or visit www.nacodentalprogram.com



Administered by:
Careington
Promoting Health and Well-Being

Dental Discount Program

Dental Program Rates	Monthly	Annually
Individual	$6.95	$59.00
Family	$8.95	$69.00

{ COUNTY LOGO }

NACo National Association of Counties

Save on your dental needs

- Savings of 5% to 50% on most dental procedures, including routine oral exams, unlimited cleanings and major work such as dentures, root canals and crowns
- Savings of 20% on orthodontics for both children and adults
- Savings of 20% on normal fees for all specialties – including endodontics, oral surgery, orthodontics, pediatric dentistry, periodontics and prosthodontics – where available
- Access to over 75,000 participating dentists and specialists nationwide

The dental program is administered by **Care**ington International Corporation.

DENTAL SAMPLE SAVINGS CHART*

Code	Description	Program Cost	Regular Cost	Savings
0120	Periodic Oral Evaluation	$24	$49.00	51%
0274	Bitewings-Four Films	$31	$63.00	51%
1110	Prophylaxis-Adult (light)	$48	$91.00	47%
1120	Prophylaxis-Child	$34	$67.00	49%
2160	Amalgam-Three Surface, Primary or Permanent	$99	$210.00	53%
2750	Crown-Porcelain Fused to High Noble Metal	$600	$1,070.00	44%
3330	Root Canal-Molar (Excluding Final Restoration)	$580	$1,000.00	42%
4341	Periodontial Scaling and Root Planing	$124	$248.00	50%
7140	Extraction-Erupted Tooth or Exposed Root	$81	$167.00	51%
8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition	20% Discount	$5,581.00	20%

**These fees represent the CI-5 fee schedule. Normal cost is based on industry usual and customary dental data. Prices subject to change*

Start Saving Today!

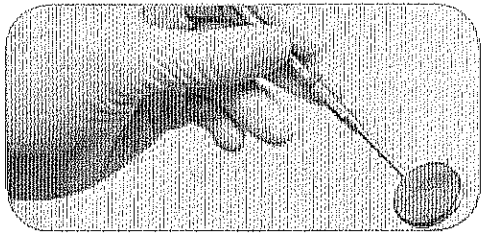
Call 877-354-NACo (6226) or visit www.nacodentalprogram.com

Administered by:
Careington
Promoting Health and Well-Being

Disclosures:
THIS PLAN IS NOT INSURANCE.
This plan does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00. The plan provides discounts at certain health care providers for medical services. The range of discounts will vary depending on the type of provider and service. The plan does not make payments directly to the providers of medical services. Plan members are obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with the discount medical plan organization. You may access a list of participating health care providers at www.searchforaprovider.com. Upon request the plan will make available a written list of participating health care providers. You have the right to cancel within the first 30 days after receipt of membership materials and receive a full refund. Discount Medical Plan Organization and administrator: **Care**ington International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380.

The program and its administrators have no liability for providing or guaranteeing service by providers or the quality of service rendered by providers. This program is not available in Montana and Vermont.

It's easy to save on your dental expenses



DENTAL SERVICES

- Savings of 5% to 50% on dental procedures, including routine oral exams, unlimited cleanings and major work such as dentures, root canals and crowns
- Savings of 20% on orthodontics for both children and adults
- Savings of 20% on normal fees for all specialties – including endodontics, oral surgery, orthodontics, pediatric dentistry, periodontics and prosthodontics – where available
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8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition	20% Discount	$5,581.00	20%

*These fees represent the CI-5 fee schedule. Normal cost is based on industry usual and customary dental data. Prices subject to change

DID YOU KNOW?

Nearly one-third of all adults in the United States have untreated tooth decay. One in seven adults aged 35 to 44 years has gum disease. In addition, nearly a quarter of all adults have experienced some facial pain in the past six months.

– Centers for Disease Control and Prevention

Disclosures:
THIS PLAN IS NOT INSURANCE.
This plan does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00. The plan provides discounts at certain health care providers for medical services. The range of discounts will vary depending on the type of provider and service. The plan does not make payments directly to the providers of medical services. Plan members are obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with the discount medical plan organization. You may access a list of participating health care providers at www.searchforaprovider.com. Upon request the plan will make available a written list of participating health care providers. You have the right to cancel within the first 30 days after receipt of membership materials and receive a full refund. Discount Medical Plan Organization and administrator: **Careington** International Corporation, 7400 Gaylord Parkway, Frisco, TX 75034; phone 800-441-0380.

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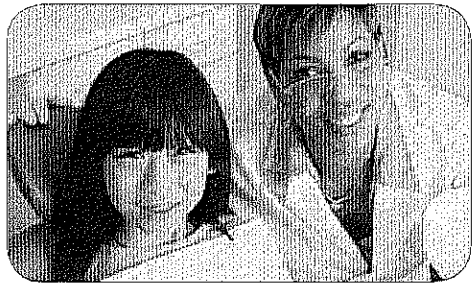
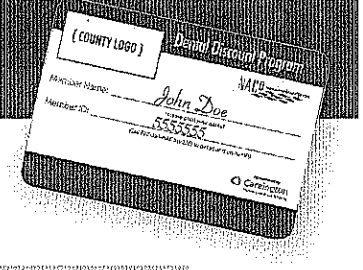




Dental Program Rates		
	Monthly	Annually
Individual	$6.95	$59.00
Family	$8.95	$69.00

How to join the program

1. Phone: **877-354-NACo (6226)**
2. Online: **www.nacodentalprogram.com**
3. Fill out your application, and mail it to:
   Careington International Corporation,
   P.O. Box 2568, Frisco, Texas 75034-9929
   or fax to 877.335.7811.

How to use the program

1. Visit **www.nacodentalprogram.com** or contact Member Services at **877-354-NACo (6226)** to locate a participating provider.
2. When you locate a provider in your area, schedule an appointment. As you speak with the provider, mention you are a member of the **Careington** Dental discount program.
3. Present your membership card during your visit.
4. You will receive the discount at the time of your visit and are responsible for paying the provider the entire discounted fee at the time the service is provided.

Discount Medical Program Application – Dental Program

This application, along with your fulfillment kit will serve as your entire membership agreement.

Member Information

First Name: _____ MI: _____

Last Name: _____ DOB: _____

Street Address: _____

City: _____ St: _____ Zip: _____

Daytime Phone: _____

Evening Phone: _____

E-mail Address: _____

Membership Fee

Pay your fee by credit card or bank draft. Please select one.

Individual: Monthly ☐ $6.95
Annual ☐ $59.00

Family: Monthly ☐ $8.95
Annual ☐ $69.00

Family Members

Please list the additional members to be covered under this plan.

First	Last	MI	DOB

Credit or Debit Card

☐ Visa ☐ MasterCard ☐ Discover ☐ Amex

Name of Cardholder: _____

Card/Debit Card #:

Expiration Date: _____

Bank Draft

Name of Account Holder: _____

☐ Checking ☐ Savings

Please include a voided check with this application

Name of Bank: _____

City and State of Bank: _____

Routing # (9 #'s at bottom of check):

Account #:

Payment Authorization

Membership Terms and Conditions

I authorize Careington International to bill my credit/debit card or my checking account for this program; it will remain in force until I notify them in writing to cancel. Processing will be delayed on applications without a form of payment. Charges will appear as "Careington International" on your monthly statement. This application, along with your welcome kit, with all product details, will serve as your membership agreement. Please keep the brochure portion for your records. You will receive your welcome kit after we process your application.

Signature: _____ Date: _____

45 Day Satisfaction Guarantee

You can mail your application to Careington International Corporation, P.O. Box 2568, Frisco, Texas 75034-2929 or fax it to (877) 335-7811.

Agent Code	Group Code NACO-DP

CICNACO-DP 052510

Terms and Conditions

This program is not insurance or a health insurance policy. This program is a discount membership program offered by Careington. Careington is not a licensed insurer, health maintenance organization, or other underwriter of health care services. No portion of any provider's fees will be reimbursed or otherwise paid by Careington. Careington is not licensed to provide and does not provide medical services or items to individuals. You will receive discounts for medical services at certain health care providers who have contracted with the plan. You are obligated to pay for all health care services at the time of your appointment.

Renewal Conditions: By joining a plan, you are authorizing Careington to bill your credit card or checking account for the plan you have selected. This charge shall remain in force until you notify Careington Corporation in writing of its cancellation. By joining, you indicate you have read the terms and conditions of the plan. This plan will automatically renew at the end of your membership term on an annual basis, and your credit card or bank account will be automatically charged or drafted for the appropriate amount.

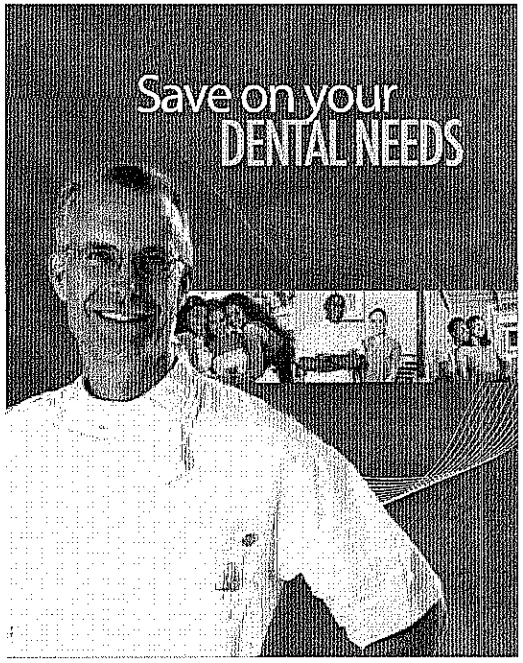
Termination Conditions: Careington reserves the right to terminate plan members from its plan for any reason, including non-payment.

Cancellation Conditions: You have 45 days from the date you join the plan to use the plan risk-free. FL Residents: You have the right to cancel within the first 30 days after effective date. If for any reason during this time period you are dissatisfied with the plan and wish to cancel and obtain a refund, you must submit a written cancellation request. Careington will accept and cancel program memberships at any time during the membership period and will cease collecting membership fees in a reasonable amount of time, but no later than 30 days after receiving a valid cancellation notice. Please send a cancellation letter and a request for refund with your name and member number to Member Services, Careington International Corporation, P.O. Box 2568, Frisco, TX 75034 or fax to (888) 335-7330. You may also submit cancellation by email: member@careington.com. If Careington is billing you quarterly, semi-annually or annually, Careington will, in the event of cancellation of the membership by either party, make a pro-rata reimbursement of the periodic charges to the member.

Limitations, Exclusions & Exceptions: This program is a discount membership program offered by Careington. Careington is not a licensed insurer, health maintenance organization or other underwriter of health care services. No portion of any provider's fees will be reimbursed or otherwise paid by Careington. Careington is not licensed to provide and does not provide medical services or items to individuals. You will receive discounts for medical services at certain health care providers who have contracted with the plan. You will receive discounts for medical services at certain health care providers who have contracted with the plan. You are obligated to pay for all health care services at the time of your appointment. Savings are based upon the provider's normal fees. Actual savings will vary depending upon location and specific services or products purchased. Please verify such services with each individual provider. The discounts contained herein may not be used in conjunction with any other discount plan or program. All listed or quoted prices are current prices by participating providers and subject to change without notice. Any procedures performed by a non-participating provider are not discounted. From time to time, certain providers may offer products or services to the general public at prices lower than the discounted prices available through this program. In such event, members will be charged the lowest price. Discounts on professional services are not available where prohibited by law. This plan does not discount all procedures. Providers are subject to change without notice and services may vary in some states. It is the member's responsibility to verify that the provider is a participant in the plan. At any time Careington has the right to eliminate a Participating Professional from the respective network in which they are associated and may substitute Provider networks at its sole discretion. Careington cannot guarantee the continued participation of any provider. If he or she leaves the plan, you will need to select another provider. Providers contracted by Careington are solely responsible for the professional advice and treatment rendered to members and Careington disclaims any liability with respect to such matters. Services and service providers may change or be discontinued at anytime with notice as required by law.

Complaint Procedure: If you would like to file a complaint or grievance regarding your plan membership, you must submit your grievance in writing to: Careington International Corporation, P.O. Box 2568, Frisco, TX 75034. All complaints or grievances are documented in the monthly Quality Assurance log along with the date and content of the complaint or grievance. Members have the right to request an appeal of the complaint and grievance resolution. Appeals will be sent to the Committee and will be entitled to a second review with different individuals. TX Residents: All complaints will be completed within 72 hours of receipt with the exception of billing inquiries that require further research or documentation.

{ COUNTY LOGO } NACo National Association of Counties



Dental Discount Program

Save 5% to 50% on dental procedures including routine oral exams, cleanings, dentures, crowns and more!

Administered by:
Careington
Promoting Health and Well-Being

Frequently Asked Questions

Q Is this an insurance plan?

A: No, this is not an insurance plan. The NACo Dental Discount Program provides discounted prices on a wide range of services; you will pay for services at the discounted price at the time services are received.

Q Can I include dependents in my program?

A: Yes, one of the wonderful features of these programs is that your entire household can receive the savings, even children living at college!

Q Can I use my membership when I travel away from home?

A: Yes, your membership can be used at any participating provider in the United States.

Q How do I get additional membership cards?

A: If you need additional cards for your household or have lost your card, please call **Care**ington's Member Services at (800) 290-0523 and press option 1, then press option 1 again. They will be happy to send additional cards to you.

Q If my doctor or dentist refers me to a specialist who is not in the network, do I still get a discount?

A: You will only receive a discount by going to a participating provider. You might try printing out a list of participating providers to share with your doctor or dentist to see if he/she could recommend any of the participating specialist locations.

Q What do I do if I feel the provider overcharged me?

A: You can send a copy of your bill and a written letter to the administrator of the plan, **Care**ington International Corporation, Attn: Provider Relations, P.O. Box 2568, Frisco, TX 75034. They will investigate your inquiry, and you will be contacted regarding the findings.

Q Once I select a provider, am I assigned to that provider? How often can I change providers?

A: Another great feature of the discount plans is your ability to select any provider from the network. You can change providers at any time, and household members can select their own providers. Call **Care**ington's Member Services at (800) 290-0523 for help finding participating providers or conduct a provider search at www.nacodentalplan.com.

Q What should I say when I call a provider to make sure they participate?

A: The providers will recognize the name of the network with which they participate, so when you call, it is important to use the name of the correct network.

Roll call vote on the foregoing Resolution No. 2010230 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

RESOLUTION NO. 2010231

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING ASSESSED UNDER THE NAME OF DEPAULI GERARD AND D'ONOFRIO ANTOINETTE
GRID: 134089-6957-00-046188-0000

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

WHEREAS, unpaid tax on property in the Town of Pawling assessed to DePauli Gerard and D'Onofrio Antoinette for the levy year 2007 and described as Grid No. 134089-6957-00-046188-0000 amounting to $16,409.48 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of 2008, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index 2008/7887, to enforce the collection of delinquent tax liens for the levy year 2007 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on July 14, 2010 in the Office of the Dutchess County Clerk, Document # 02 2010 3462, and

WHEREAS, the sum of $56,671.56 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Gerard DePauli and Antoinette D'Onofrio, 75 Old Rt 55, Pawling, NY 12564 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

APPROVED

CA-131-10
PB:CM:deb/ca
7/15/2010
Fiscal Impact: None

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August, 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 9th day of August, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010231 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Budget, Finance, & Personnel Committee

RESOLUTION NO. 2010232

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF BRITKENSIE CORP
GRID: 132800-6657-03-100145-0000

Legislators WEISS and HORTON offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Britkensie Corp for the levy year 2007 and described as Grid No. 132800-6657-03-100145-0000 amounting to $1,545.53 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of 2008, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index 2008/7887, to enforce the collection of delinquent tax liens for the levy year 2007 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on July 14, 2010 in the Office of the Dutchess County Clerk, Document # 02 2010 3462, and

WHEREAS, the sum of $13,400.32 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Britkensie Corp, 38 Kenzbrit Court, Poughkeepsie, NY 12603 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-133-10
PB:CM:deb/ca
7/15/2010
Fiscal Impact: None

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 2010

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of August, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010232 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Budget, Finance, & Personnel Committee

RESOLUTION NO. 2010233

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON
ASSESSED UNDER THE NAME OF BISHOP COLLEEN T
GRID: 132400-6366-00-089676-0000

Legislators BORCHERT and TYNER offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Clinton assessed to Bishop Colleen T for the levy year 2007 and described as Grid No. 132400-6366-00-089676-0000 amounting to $4,977.29 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of 2008, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index 2008/7887, to enforce the collection of delinquent tax liens for the levy year 2007 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on July 14, 2010 in the Office of the Dutchess County Clerk, Document # 02 2010 3462, and

WHEREAS, the sum of $16,218.78 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Colleen T. Bishop, 305 Fallkill Road, Hyde Park, NY 12538 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-132-10
PB:CM:deb/ca
7/15/2010
Fiscal Impact: None

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August, 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 9th day of August, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010233 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

FAMILY& HUMAN SERVICES COMMITTEE

RESOLUTION NO. 2010234

RE: AUTHORIZING THE FINANCE DEPARTMENT TO RECEIVE AND DISBURSE FUNDS ALLOCATED TO DUTCHESS COUNTY UNDER THE FEDERAL HOME INVESTMENT PARTNERSHIP PROGRAM

Legislators HORN, KELSEY, BOLNER, FLESLAND, HORTON, HUTCHINGS, SURMAN, THOMES, and WEISS offer the following and move its adoption:

WHEREAS, as a result of the County's participation in Community Development Block Grant Programs pursuant to the Housing and Community Development Act, the U.S. Department of Housing and Urban Development has notified the County that funding is available to the County under the HOME Investment Partnership Program, and

WHEREAS, pursuant to the Act, the County receives funding under the HOME Investment Partnership Program to provide assistance for the construction of affordable housing for low and moderate income individuals in participating jurisdictions, and

WHEREAS, Dutchess County's 2010 HOME Investment Partnership allocation has been established at $1,119,253, and

WHEREAS, although by Resolution No. 208128 the Commissioner of Finance was directed to establish a Community Development account for the 2008 HOME Investment Partnership allocation based upon an award letter issued by HUD in January of 2008, the grant funds received in 2008 were $52 more than the award letter, now therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to establish a Community Development account for the 2010 Program and amend the account to include the additional allocation for 2008 as follows:

APPROPRIATIONS		
Increase		
CD8692.4402.4404	Grants to Coop Municipalities HOME Program 2010	$1,119,305
REVENUES		
Increase		
CD8692.49100.02	CD Act. HOME Program 2010	$1,119,305

CA-127-10
ADR/ca/G-179
7/7/10
Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August, 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 9th day of August, 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 $ 1,119,305

Total Current Year Revenue and Source $ 1,119,305

Federal HOME Investment Partnership Program

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: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

This resolution will enable Finance to accept $1,119,253 for the 2010 Federal HOME Investment Partnership Program. It also enables Finance to accept an additional $52 for the 2008 Fiscal year funding which came in above the accepting resolution in 2008.

Prepared by: Patricia Longbard, Department of Planning & Development

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 03/31/2005)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address County of Dutchess 27 High Street Poughkeepsie, NY 12601	2. Participant Number M-10-DC-36-0206
	3. Tax Identification Number 14-60002566
	4. Appropriation Number 860/20205
	5. FY (yyyy) 2010

6. Previous Obligation (Enter "0" for initial FY allocation)		$ 0
a. Formula Funds	$	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Current Transaction (+ or -)		$ 1,119,253
a. Formula Funds	$ 1,119,253	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	10. **Date of Obligation (Congressional Release Date)** (mm/dd/yyyy) 05 / 04 / 2010

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Vincent Hom, Director, Office of CPD	12. Signature Vincent Hom	13. Date 5/4/2010
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) William R. Steinhaus, County Executive, Dutchess County	15. Signature (seal)	16. Date 5/24/10

17. Check one:

☒ Initial Agreement ☐ Amendment # _____

18. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
HOME	860/20205	HMC	$1,119,253
			$
			$

CHDO Competitive Reallocation

Source of Funds	Appropriation Code	PAS Code	Amount
			$
			$

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0171
(Exp. 03/31/2005)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address Dutchess County County Office Building Poughkeepsie, New York 12601	2. Participant Number M-08-DC-36-0206 3. Tax Identification Number 14-6002566 4. Appropriation Number 868/00205 5. FY (yyyy) 2008

6. Previous Obligation (Enter "0" for initial FY allocation)		$ 0
a. Formula Funds	$	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Current Transaction (+ or -)		$ 1,048,325
a. Formula Funds	$ 1,048,325	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)	$	
8. Revised Obligation		$ 1,048,325
a. Formula Funds	$ 1,048,325	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box) ☒ Not applicable ☐ Attached	10. **Date of Obligation (Congressional Release Date)** (mm/dd/yyyy) 05 / 21 / 2008

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Vincent Hom, Director	12. Signature Vincent Hom	13. Date 05 / 21 / 2008
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) William R. Steinhaus, County Executive	15. Signature	16. Date 6 / 30 / 08

17. Check one:

☒ Initial Agreement ☐ Amendment # _____

18. Funding Information:

Source of Funds	Appropriation Code	PAS Code	Amount
FY2008 HOME	868/00205	HMC	$1,039,764
FY2008 ADDI	868/00205	HMC	$8,561
			$

CHDO Competitive Reallocation

Source of Funds	Appropriation Code	PAS Code	Amount
			$
			$

Dutchess County
Department of
Planning and
Development

Dutchess

William R. Steinhaus
County Executive

Kealy Salomon
Commissioner

Eoin Wrafter
Assistant Commissioner

27 High Street
Poughkeepsie
New York 12601
(845)486-3600
Fax(845)486-3610
E-mail:plandev@co.dutchess.ny.us

To: William R. Steinhaus, Dutchess County Executive

From: Kealy Salomon, Commissioner of Planning and Development

Date: July 6, 2010

RE: Legislative Resolutions

Attached please find a resolution for the 2008 and 2010 HOME Investment Partnership Program for $1,119,305.00. This resolution is to authorize the Finance Department to receive and disburse funds allocated to Dutchess County under the federal HOME Investment Partnership Program.

The funding includes $1,119,253 in 2010 HOME funds as well as $52.00 in additional 2008 funds. The County completed the 2008 resolution based on our award letter issued by HUD in January 2008. Unfortunately, the grant agreement, received in August 2008, was $52.00 more than the award letter.

Please note there is no longer a set-aside for the American Downpayment Dream Initiative (ADDI) funds within the HOME Program. All references to ADDI should be removed from the resolution.

This resolution is being submitted for the August 9, 2010 Legislative meeting date.

If you have any questions, please contact Anne Saylor, Housing Coordinator, at 486-3600 or asaylor@co.dutchess.ny.us.

MKS/aes
Attachments
cc: Dutchess County Attorney's Office

Roll call vote on the foregoing Resolution No. 2010234 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

RESOLUTION NO. 2010235

RE: AUTHORIZING THE FINANCE DEPARTMENT TO RECEIVE AND DISBURSE FUNDS ALLOCATED TO DUTCHESS COUNTY UNDER THE SHELTER PLUS CARE PROGRAM

LEGISLATORS HORN, ROLISON, BOLNER, FLESLAND, HORTON, HUTCHINGS, KELSEY, SURMAN, THOMES, and WEISS offer the following and move its adoption:

WHEREAS, the County has been notified by the U. S. Department of Housing and Urban Development that funding is available to the County in the sum of $575,448 under the 2009 Shelter Plus Care Program authorized by Title IV of the McKinney-Vento Homeless Assistance Act, and

WHEREAS, the Continuum of Care (CoC) Homeless Assistance Program is designed to promote the development of supportive housing and supportive services to homeless persons to enable them to live as independently as possible, and provides grants to be used for supportive housing facilities or supportive services for the homeless, and

WHEREAS, for internal control it is necessary to assign a Community Development account to receive and disburse the funds, now, therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to establish Community Development accounts for the Supportive Housing Programs as follows:

APPROPRIATIONS
Increase

CD.8676.4400.4425	Contract Agency - Hudson River Housing	$ 274,836
CD.8676.4400.4466	Contract Agency - Rehabilitation Support Services	165,960
CD.8676.4400.4645	Contract Agency - Mid-Hudson Addiction Recovery Center	134,652
		$ 575,448

REVENUES
Increase

CD.8676.49890.02	Special Grant Provision for Public Services Other HD Shelter Plus Care (#14.238)	$ 575,448

CA-126-10
ADR/ca/C-4836-B
7/7/10
Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

August 20, 2010
Date

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August, 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 9th day of August, 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 $ 575,448

Total Current Year Revenue $ 575,448
and Source
U.S. Department of Housing and Urban Development Shelter Plus Care

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Anne Saylor, Department of Planning and Development

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

December 23, 2009

2010 JAN 29 PM 2:49
DUTCHESS COUNTY
DEPARTMENT OF
PLANNING & DEVELOPMENT
RECEIVED

Ms. Anne Saylor
Housing Coordinator
County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

Dear Ms. Saylor:

Congratulations! I am delighted to inform you that the homeless assistance application(s) submitted by your organization in the 2009 McKinney-Vento homeless assistance competition was selected for funding in the amount of $575,448. Enclosed is a list that contains the name of the individual projects and the project number for each funded application.

The Continuum of Care (CoC) Homeless Assistance Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women and children through their local planning efforts and through the direct housing and service programs funded in this year's competition. The programs and CoCs funded through the CoC Homeless Assistance Program continue to illustrate their value by improving accountability and performance every year. I commend you on the outstanding work of your program, and encourage you to continue to strive for excellence in the fight against homelessness.

Congratulations again on your award. You will be receiving a letter from your local HUD field office providing more information about finalizing your award. We are counting on you to use these important resources in a timely and effective manner.

Sincerely,

Mercedes Márquez
Assistant Secretary

Enclosure(s)

Enclosure

NY0429C2T010802
HRH Home Base I
$ 68,856

NY0431C2T010802
HRH Shelter Plus Care
$ 126,060

NY0432C2T010802
MARC Shelter Plus Care
$ 82,392

NY0436C2T010802
RSS MICA Shelter Plus Care
$ 165,960

NY0613C2T010901
HRH Home Base II
$ 79,920

NY0614C2T010901
MARC Shelter Plus Care II
$ 52,260

Total Award : **$575,448**

Roll call vote on the foregoing Resolution No. 2010235 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

RESOLUTION NO. 2010236

RE: AUTHORIZING ACQUISITION OF REAL PROPERTY (239.11 SQ. METER PARCEL) FOR THE RECONSTRUCTION OF BRIDGE D-70R, DOVER FURNACE ROAD, CR 26, TOWN OF DOVER FROM IROQUOIS GAS TRANSMISSION SYSTEM

Legislators HUTCHINGS and SURMAN offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the reconstruction of the bridge known as D-70R which carries CR 26 in the Town of Dover over the Metro North rail lines, which project (PIN 8756.01) includes the acquisition of portions of certain properties, and

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

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Department of Public Works has made a determination that in order to improve said bridge, it is necessary to acquire a portion of property presently owned by Iroquois Gas Transmission System, and

WHEREAS, an Agreement to purchase the necessary real property was entered into between the County and the property owner on or about August 2, 2010, for the purpose of acquiring said real property, a copy of which Agreement is annexed hereto and made a part hereof, and

WHEREAS, the property is described as a 239.11 square meter parcel more or less as shown on Map No. 1, Parcel No. 1 dated April 25, 2008, on file in the office of the Commissioner of Public Works and in the office of the Clerk of this Legislature, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of $1,100.00, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of

portions of certain properties, in the Town of Dover, will not have a significant effect on the environment, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement, 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 associated fees for such conveyance and payment be made to the property owner in the sum of $1,100.00, and be it further

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

CA-140-10
CAB/ca/R-0873
8/4/10

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 2010

Fiscal Impact Statement: See attached

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 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 $ 1,550

Total Current Year Revenue $ 1,472
and Source

FHWA and NYS Reimbursement

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

Identify Line Items(s):

H0 289.5120.3500.213

Related Expenses: Amount $ 450

Nature/Reason:

Anticipated Expenses related to Mortgage Releases, Filing Fees and other Closing Costs

Anticipated Savings to County: $1,472

Net County Cost (this year): $78

Over Five Years:

Additional Comments/Explanation:

Related Expenses are included in Total Current Year Costs

Prepared by: D. Bartles, ROW ENGR DCDPW

AGREEMENT TO PURCHASE REAL PROPERTY

Project: RECONSTRUCTION OF BRIDGE D-70R **PIN: 8756.01** **Map #1, Parcel #1**

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

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey a 239.11± Square Meter parcel located on the North Side of CR 26, Dover Furnace Road, in the Town of Dover, Dutchess County, New York, further described as:

   Being a portion of those same lands described in a deed dated April 17, 2002, and recorded as Document 02 2002 4307 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No.132600-7061-00-380560-0000), and being the same lands designated as Map 1, Parcel 1 on exhibit "A", attached here to.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None, The Buyer will reestablish the existing fencing along the new right of way line.

3. PURCHASE PRICE. The total purchase price is One Thousand One Hundred and 00/100 Dollars ($1100.00). This price includes the acquisition of the above real property in fee as described in paragraph 1 and the improvements described in paragraph 2, if any.

4. PAYMENT. All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about August 15, 2010.

6. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing a Warranty Deed with lien covenants (or Executor's Deed, Administrator's Deed or Trustee's Deed, if Seller holds title as such).
   B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records. Buyer will pay for and furnish to the Seller an acquisition map.
   C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.

7. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title of a 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. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. Current Real Estate Taxes including Town, County and School, will be prorated on a fiscal year basis and adjusted between Seller and Buyer as of the date of closing. Delinquent taxes including any interest or penalties will not be included in this adjustment.

9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 2nd day of August, 2010, the parties have entered into this Agreement.

Grantor: Iroquois Gas Transmission System, L.P.
By its agent
Iroquois Pipeline Operating Company

By: _____

Jeffrey A. Bruner
Printed name

Vice President, General Counsel & Secretary
Title

By: _____

Scott E. Rupff
Printed name

Vice President, Marketing, Development & Commercial Operations
Title

Witness: _____

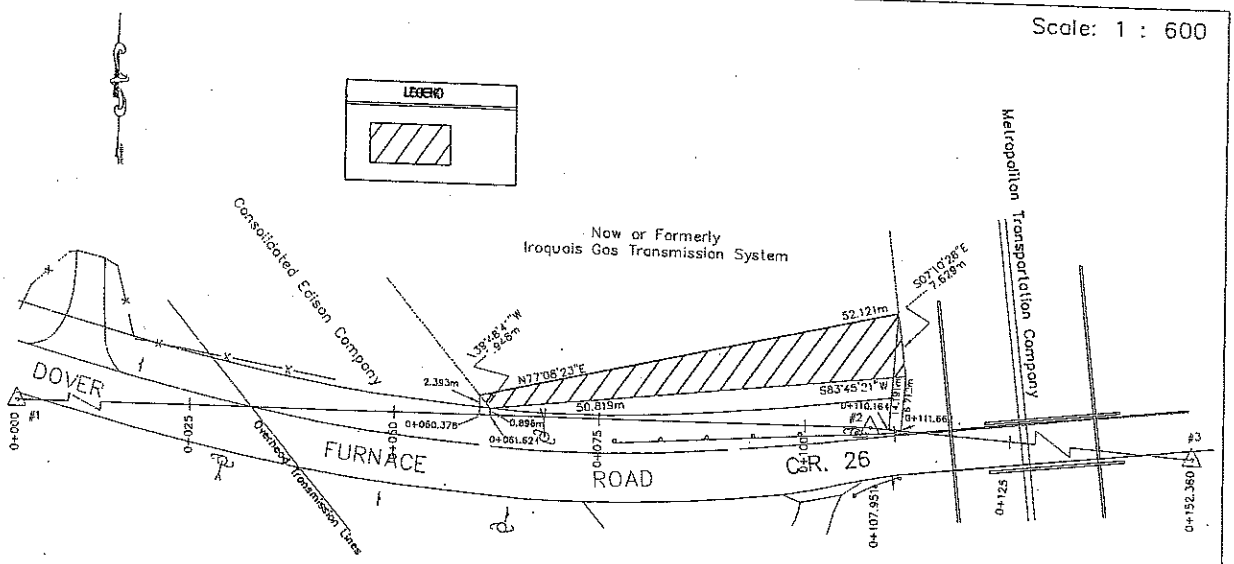
County of Dutchess
Grantee By: _____
Gregory V. Bentley, P.E.
Director of Engineering

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8756.01

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

Scale: 1 : 600



DOVER FURNACE ROAD (COUNTY ROAD NO. 26)

Map No. 1
Parcel No. 1

Area ≐ 239.111 SQM

IROQUOIS GAS TRANSMISSION SYSTEM

Map of property in the Town of Dover, County of Dutchess, State of New York, necessary to be acquired for highway purposes.

All that piece or parcel of property hereinafter designated as Parcel No.1, situate in the Town of Dover, County of Dutchess, State of New York, to be acquired in fee for the Dover Furnace Road, County Road No. 26, and described as follows:

Beginning at a point on the northerly boundary of the existing Dover Furnace Road, County Road No. 26 and being on the westerly boundary of Charles Gerald Vincent and on the easterly boundary of Consolidated Edison Company, said point being 0.896m distant northerly, measured at right angles, from station 0+061.624 of the hereinafter described survey base line for the Dover Furnace Road, County Road No. 26; thence N39°48'41"W 1.948m to a point on said Vincent's westerly line and said Consolidated Edison Company's easterly line, said last mentioned point being 2.393m, measured at right angles, from station 0+060.378 of said base line; thence through said Vincent's property, N77°08'23"E 52.121m to a point on said Vincent's easterly line and the westerly line of Metropolitan Transportation Authority, said last mentioned point being 14.191m distant northerly, measured at right angles, form station 0+110.164 of said base line; thence along said Vincent's easterly line and said Metropolitan Transportation Authority's westerly line, S07°10'28"E 7.629m to a point on the northerly line of the said existing Dover Furnace Road, County Road No. 26, said last mentioned point being 6.712m distant northerly, measured at right angles, form station 0+111.663 of said base line; thence along the existing boundary line of said Dover Furnace Road, County Road No. 26, S83°45'21"W 50.819m to the point or place of beginning. Containing 239.111 square meters of land more or less.

The above mentioned survey base line is a portion of the survey base line for the Dover Furnace Road, County Road No. 26 and described as follows:

Beginning at Station 0+000; thence N89°59'59"E 107.951m to Station 0+107.951; thence S85°49'42"E 44.409m to Station 0+152.360; thence N87°23'35"E 97.003m to Station 0+249.363.

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

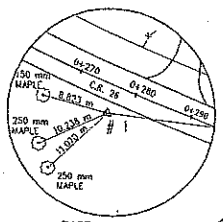
Date APRIL 25 2008

Charles E. Traver
Acting Commissioner of Public Works

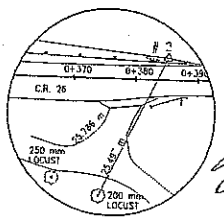
Recommended by:

Date APRIL 24 2008

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



BASELINE PT. #1
N.T.S.
STATION 0+000
N 3048.000
E 3048.000



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N 3155.951
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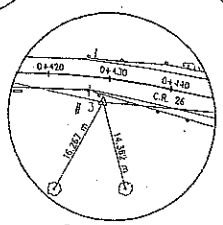

BASELINE PT. #3
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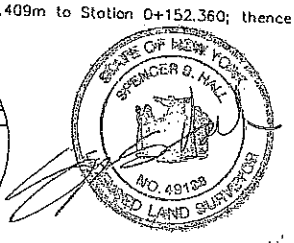


"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law"

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.
Date 4/16 2008

Spencer S. Hall, Land Surveyor
P.L.S. License No. 49138

PREPARED BY: SSH CHECKED BY: MKN FINAL CHECK BY: DB

REVISED DRAWING
D. BARTLES 6/23/10

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

Dutchess County
DPW Engineering

Memo

TO: Charles E. Traver, Commissioner of Public Works

FROM: Gregory V. Bentley, P.E., Director of Engineering GVB

DATE: August 3, 2010

RE: Resolution Request for the acceptance of additional right of way, Bridge D-70R, PIN 8756.01, Map 1, Parcel 1

Accompanying this memo is a Resolution Request with a signed Purchase Agreement asking for Legislative approval to acquire a 239.11 Square Meter parcel on CR 26, Dover Furnace Road, in the Town of Dover from Iroquois Gas Transmission System. This parcel will be used to facilitate the reconstruction of the bridge known as D-70R which carries CR 26 over the Metro North rail lines. Iroquois Gas Transmission System has agreed to sell this parcel to Dutchess County for a consideration of $1,100.00.

Also included with the Resolution Request is a Fiscal Impact Statement. A SEQRA review has been conducted and a determination has been made that this is a Type II action.

Please review and if satisfactory sign the Resolution Request Form and forward the information to the County Executive for approval to present to the Legislature.

Roll call vote on the foregoing Resolution No. 2010236 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

RESOLUTION NO. 2010237

RE: AUTHORIZING ACQUISITION OF REAL PROPERTY (81.63 SQ. METER PARCEL) FOR THE RECONSTRUCTION OF BRIDGE D-70R, DOVER FURNACE ROAD, CR 26, TOWN OF DOVER FROM CHARLES GERALD VINCENT

Legislators HUTCHINGS and SURMAN offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the reconstruction of the bridge known as D-70R which carries CR 26 in the Town of Dover over the Metro North rail lines, which project (PIN 8756.01) includes the acquisition of portions of certain properties, and

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

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

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

WHEREAS, an Agreement to purchase the necessary real property was entered into between the County and the property owner on August 2, 2010, for the purpose of acquiring said real property, a copy of which Agreement is annexed hereto and made a part hereof, and

WHEREAS, the property is described as a 81.63 square meter parcel more or less as shown on Map No. 2, Parcel No. 2 dated April 25, 2008, on file in the office of the Commissioner of Public Works and in the office of the Clerk of this Legislature, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of $300.00, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of portions of certain properties, in the Town of Dover, will <u>not</u> have a significant effect on the environment, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement, 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 associated fees for such conveyance and payment be made to the property owner in the sum of $300.00, and be it further

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

CA-139-10
CAB/ca/R-0871
8/4/10
Fiscal Impact Statement: See attached

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 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 9th day of August 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 9th day of August 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 $ 750

Total Current Year Revenue and Source $ 712

FHWA and NYS Reimbursement

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

Identify Line Items(s):

H0 289.5120.3500.213

Related Expenses: Amount $ 450

Nature/Reason:

Anticipated Expenses related to Mortgage Releases, Filing Fees and other Closing Costs

Anticipated Savings to County: $712

Net County Cost (this year): $38

Over Five Years:

Additional Comments/Explanation:

Related Expenses are included in Total Current Year Costs

Prepared by: D. Bartles, ROW ENGR DCDPW

AGREEMENT TO PURCHASE REAL PROPERTY

Project: RECONSTRUCTION OF BRIDGE D-70R **PIN: 8756.01** **Map #2, Parcel #2**

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

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey all interest, right and title to 81.63± Square Meters of real property located on the North Side of CR 26, Dover Furnace Road, in the Town of Dover, Dutchess County, New York, further described as:

   Being a portion of those same lands described in that certain dated July 18, 1944, and recorded in Liber 618 at Page 524 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No.132600-7061-00-608644-0000), and being the same lands designated as Map 2, Parcel 2 on exhibit "A", attached here to.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: 23± linear meters of fencing

3. PURCHASE PRICE. The total purchase price is Three Hundred and 00/100 Dollars ($300.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

4. PAYMENT. All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about July 15, 2010.

6. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing a Warranty Deed with lien covenants (or Executor's Deed, Administrator's Deed or Trustee's Deed, if Seller holds title as such).
   B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records. Buyer will pay for and furnish to the Seller an acquisition map.
   C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk

7. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple 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. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties Associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. Current Real Estate Taxes including Town, County and School will be prorated on a fiscal year basis and adjusted between Buyer and Seller as of the date of closing. Delinquent taxes including any penalties or interest will not be included in this adjustment.

9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 2 day of August, 2010, the parties have entered into this Agreement.

Witness: _____

Grantor: Charles Gerald Vincent
Charles Gerald Vincent

Witness: _____

Grantor: _____

Witness: _____

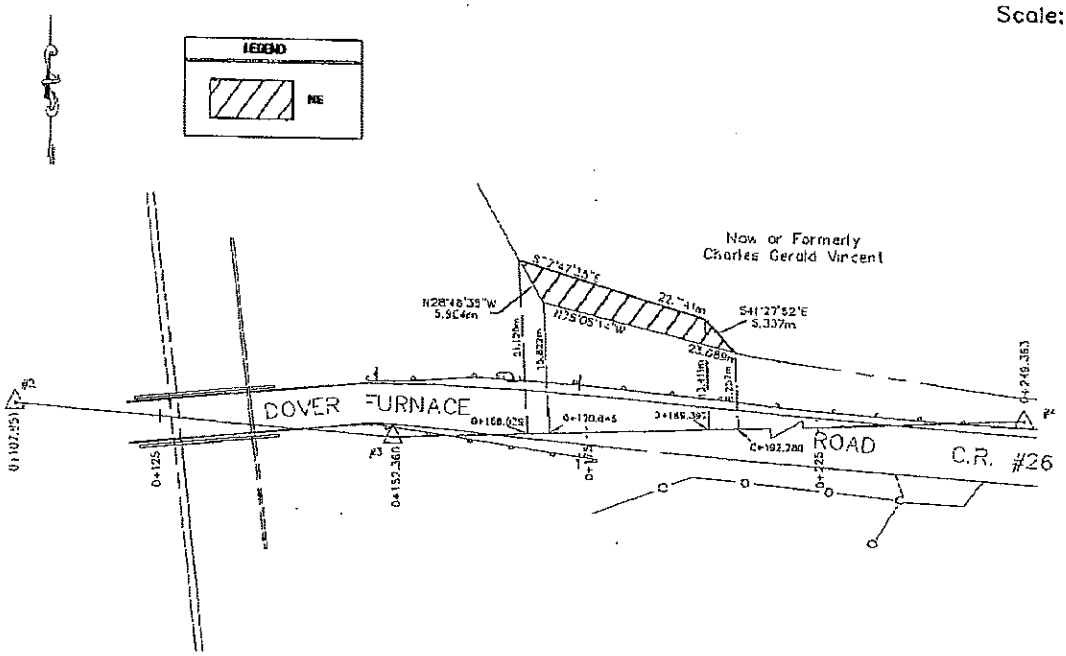
County of Dutchess
Grantee By: Gregory V. Bentley
Gregory V. Bentley, P.E.
Director of Engineering

REDUCED COPY

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
FEE ACQUISITION MAP
PIN 8756.01

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

Scale: 1 : 600



DOVER FURNACE ROAD (COUNTY ROAD NO. 26)

Map No. 2
Parcel No. 2

Fee
Area = 81.628 SQM

CHARLES GERALD VINCENT

Map of property in the Town of Dover, County of Dutchess, State of New York, necessary to be acquired for highway purposes.

All that piece or parcel of property hereinafter designated as Parcel No.2, situate in the Town of Dover, County of Dutchess, State of New York, to be acquired in fee for the Dover Furnace Road, County Road No. 26, and described as follows:

Beginning at a point on the northerly boundary of the existing Dover Furnace Road, County Road No. 26 and being on the westerly boundary of Charles Gerald Vincent and on the easterly boundary of Metropolitan Transportation Authority, said point being 15.822m distant northerly, measured at right angles, from station 0+170.645 of the hereinafter described survey base line for the Dover Furnace Road, County Road No. 26; thence N28°48'35"W 5.904m to a point on said Vincent's westerly line and said Metropolitan Transportation Authority's easterly line, said last mentioned point being 21.120m distant northerly, measured at right angles, from station 0+168.039 of said base line; thence through said Vincent's property, S72°47'35"E 22.741m to a point in said Vincent's property, said last mentioned point being 13.411m distant northerly, measured at right angles, from station 0+189.397 of said base line; thence still through said Vincent's property, S41°27'52"E 5.337m to a point on the northerly line of the said existing Dover Furnace Road, County Road No. 26, said last mentioned point being distant 9.257m northerly, measured at right angles, form station 0+192.780 of said base line; thence along the existing boundary line of said Dover Furnace Road, County Road No. 26, N76°05'14"W 23.089m to the point or place of beginning. Containing 81.628 square meters of land more or less.

The above mentioned survey base line is a portion of the survey base line for the Dover Furnace Road, County Road No. 26 and described as follows:

Beginning at Station 0+000; thence N89°59'59"E 107.951m to Station 0+107.951; thence S85°49'42"E 44.409m to Station 0+152.360; thence N87°23'35"E 97.003m to Station 0+249.363.

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

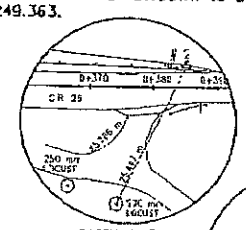
Date APRIL 25 2008

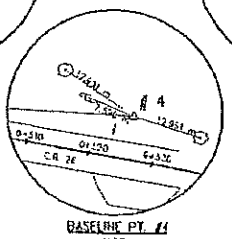
Charles E. Trover
Acting Commissioner of Public Works

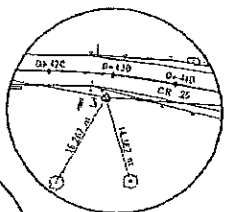
Recommended by:

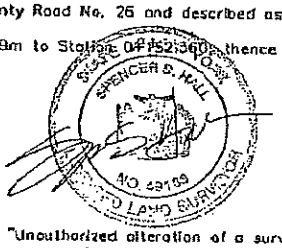
Date April 24 2008

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









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

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.
Date 4/16 2008

Spencer S. Hall, Land Surveyor
P.L.S. License No. 49138

PREPARED BY: SSH CHECKED BY: MKN FINAL CHECK BY: DB

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

Dutchess County
DPW Engineering

Memo

TO: Charles E. Traver, Commissioner of Public Works

FROM: Gregory V. Bentley, P.E., Director of Engineering GVB

DATE: August 3, 2010

RE: Resolution Request for the acceptance of additional right of way, Bridge D-70R, PIN 8756.01, Map 2, Parcel 2

Accompanying this memo is a Resolution Request with a signed Purchase Agreement asking for Legislative approval to acquire an 81.63 Square Meter parcel on CR 26, Dover Furnace Road, in the Town of Dover from Charles Gerald Vincent. This parcel will be used to facilitate the reconstruction of the bridge known as D-70R which carries CR 26 over the Metro North rail lines. Mr. Vincent has agreed to sell this parcel to Dutchess County for a consideration of $300.00.

Also included with the Resolution Request is a Fiscal Impact Statement. A SEQRA review has been conducted and a determination has been made that this is a Type II action.

Please review and if satisfactory sign the Resolution Request Form and forward the information to the County Executive for approval to present to the Legislature.

Roll call vote on the foregoing Resolution No. 2010237 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Public Works & Capital Projects Committee

Resolution No. 2010238

RE: AUTHORIZING ACQUISITION OF REAL PROPERTY (113.30 SQ. METER PARCEL) FOR THE RECONSTRUCTION OF BRIDGE D-70R, DOVER FURNACE ROAD, CR 26, TOWN OF DOVER FROM CHARLES GERALD VINCENT

Legislators HUTCHINGS and SURMAN offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the reconstruction of the bridge known as D-70R which carries CR 26 in the Town of Dover over the Metro North rail lines, which project (PIN 8756.01) includes the acquisition of portions of certain properties, and

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

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

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

WHEREAS, an Agreement to purchase the necessary real property was entered into between the County and the property owner on August 2, 2010, for the purpose of acquiring said real property, a copy of which Agreement is annexed hereto and made a part hereof, and

WHEREAS, the property is described as a 113.30 square meter parcel more or less as shown on Map No. 3, Parcel No. 3 dated April 25, 2008, on file in the office of the Commissioner of Public Works and in the office of the Clerk of this Legislature, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of $1,300.00, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of portions of certain properties, in the Town of Dover, will <u>not</u> have a significant effect on the environment, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement, 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 associated fees for such conveyance and payment be made to the property owner in the sum of $1,300.00, and be it further

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

CA-138-10
CAB/ca/R-0870
8/4/10

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date August 20, 2010

Fiscal Impact Statement: See attached

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by ~~said~~ Legislature on the 9th day of August 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 9th day of August 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 $ 1,750

Total Current Year Revenue and Source $ 1,662

FHWA and NYS Reimbursement

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

Identify Line Items(s):

H0 289.5120.3500.213

Related Expenses: Amount $ 450

Nature/Reason:

Anticipated Expenses related to Mortgage Releases, Filing Fees and other Closing Costs

Anticipated Savings to County: $1,662

Net County Cost (this year): $88

Over Five Years:

Additional Comments/Explanation:

Related Expenses are included in Total Current Year Costs

Prepared by: D. Bartles, ROW ENGR DCDPW

AGREEMENT TO PURCHASE REAL PROPERTY

Project: RECONSTRUCTION OF BRIDGE D-70R **PIN: 8756.01** **Map #3, Parcel #3**

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

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey all interest, right and title to 113.30± Square Meters of real property located on the South Side of CR 26, Dover Furnace Road, in the Town of Dover, Dutchess County, New York, further described as:

   Being a portion of those same lands described in that certain dated July 18, 1944, and recorded in Liber 618 at Page 524 in the Office of the County Clerk for Dutchess County, New York (re. Tax Map No.132600-7061-00-464418-0000), and being the same lands designated as Map 3, Parcel 3 on exhibit "A", attached here to.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement:

3. PURCHASE PRICE. The total purchase price is One Thousand Three Hundred and 00/100 Dollars ($1300.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

4. PAYMENT. All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about July 15, 2010.

6. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing a Warranty Deed with lien covenants (or Executor's Deed, Administrator's Deed or Trustee's Deed, if Seller holds title as such).
   B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
   C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.

7. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple 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. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties Associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. Current Real Estate Taxes including Town, County and School will be prorated on a fiscal year basis and adjusted between Buyer and Seller as of the date of closing. Delinquent taxes including any penalties or interest will not be included in this adjustment.

9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 2 day of August, 2010, the parties have entered into this Agreement.

Witness: _____

Grantor: Charles Gerald Vincent
Charles Gerald Vincent

Witness: _____

Grantor: _____

Witness: _____

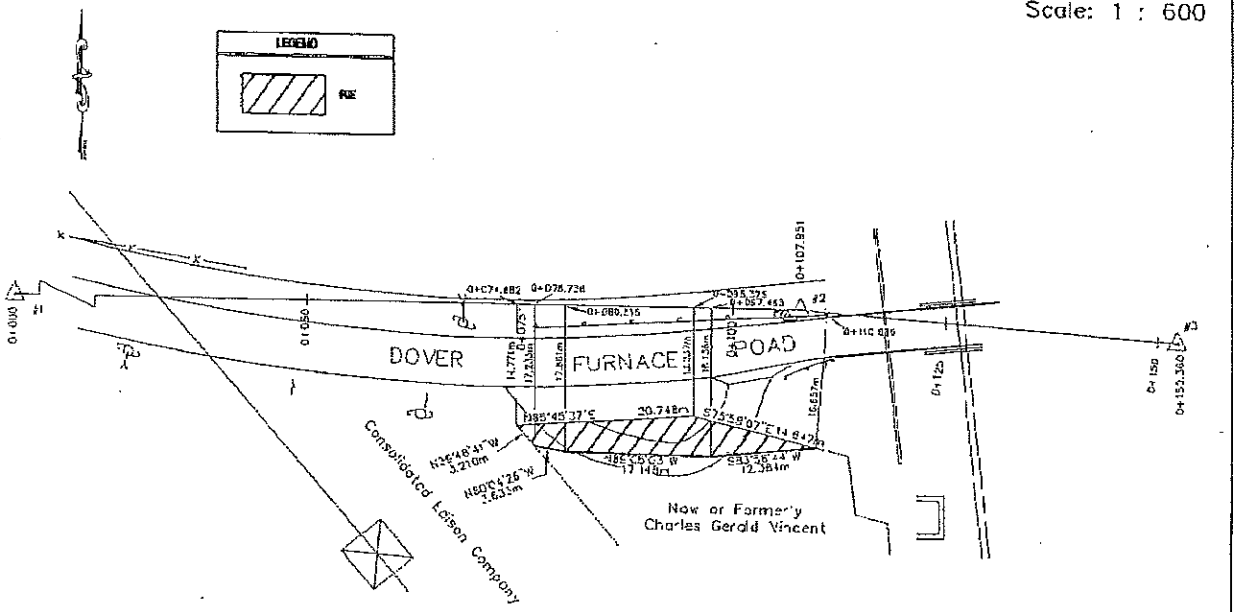
Grantee By: Gregory V. Bentley
County of Dutchess
Gregory V. Bentley, P.E.
Director of Engineering

REDUCED COPY

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
FEE ACQUISITION MAP
PIN 8756.01

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

Scale: 1 : 600



DOVER FURNACE ROAD (COUNTY ROAD NO. 26)

Map No. 3
Parcel No. 3

Fee
Area = 113.301 SQM

CHARLES GERALD VINCENT

Map of property in the Town of Dover, County of Dutchess, State of New York, necessary to be acquired for highway purposes.

All that piece or parcel of property hereinafter designated as Parcel No.3, situate in the Town of Dover, County of Dutchess, State of New York, to be acquired in fee for the Dover Furnace Road, County Road No. 26, and described as follows:

Beginning at a point on the southerly boundary of the existing Dover Furnace Road, County Road No. 26 and being on the westerly boundary of Charles Gerald Vincent and on the easterly boundary of Consolidated Edison Company, said point being 14.771m distant southerly, measured at right angles, from station 0+074.682 of the hereinafter described survey base line for the Dover Furnace Road, County Road No. 26; thence along same N85°45'37"E 20.748m to a point, said point being distant southerly 13.237m, measured at right angles, from station 0+095.375 of said base line; thence still along the existing boundary of said Dover Furnace, County Road 26, S75°58'07"E 14.847m to a point, said point being 16.657m distant southerly, measured at right angles, from station 0+110.989 of said base line and on said Vincent's easterly line and said Metropolitan Transportation Authority's westerly line; thence through said Vincent's property, S83°58'44"W 12.384m to a point in said Vincent's property, said previously mentioned point being 18.136m distant southerly, measured at right angles, from station 0+097.463 of said base line; thence still through said Vincent's property, N89°05'03"W 17.148m to a point, said point being 17.861m distant southerly, measured at right angles, from station 0+080.315 of said base line; thence still through said Vincent's property, N80°04'26"W 3.633m, to a point on the westerly boundary of said Vincent and on the easterly boundary of said Consolidated Edison Company, said previously mentioned point being 17.233m southerly, measured at right angles, from station 0+076.736 of said base line; thence along said boundary, N39°48'41"W 3.210m to the point or place of beginning. Containing 113.301 square meters of land more or less.

The above mentioned survey base line is a portion of the survey base line for the Dover Furnace Road, County Road No. 26 and described as follows:

Beginning at Station 0+000; thence N89°59'59"E 107.951m to Station 0+107.951; thence S85°49'42"E 44.409m to Station 0+152.360; thence N67°23'35"E 97.003m to Station 0+249.363.

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

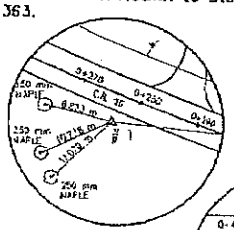
Date APRIL 25 2008

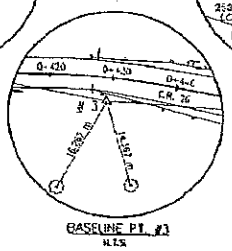
Charles E. Trover
Acting Commissioner of Public Works

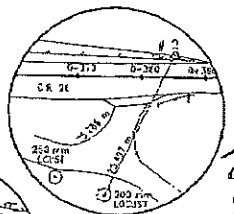
Recommended by:

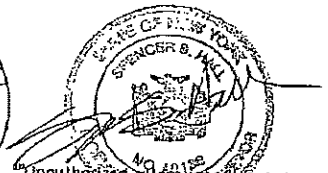
Date April 24 2008

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









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

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.
Date 4/16 2008

Spencer S. Hall, Land Surveyor
P.L.S. License No. 49138

PREPARED BY: SSH CHECKED BY: MKN FINAL CHECK BY: DB

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

Dutchess County
DPW Engineering

Memo

TO: Charles E. Traver, Commissioner of Public Works

FROM: Gregory V. Bentley, P.E., Director of Engineering GVB

DATE: August 3, 2010

RE: Resolution Request for the acceptance of additional right of way, Bridge D-70R, PIN 8756.01, Map 3, Parcel 3

Accompanying this memo is a Resolution Request with a signed Purchase Agreement asking for Legislative approval to acquire a 113.30 Square Meter parcel on CR 26, Dover Furnace Road, in the Town of Dover from Charles Gerald Vincent. This parcel will be used to facilitate the reconstruction of the bridge known as D-70R which carries CR 26 over the Metro North rail lines. Mr. Vincent has agreed to sell this parcel to Dutchess County for a consideration of $1,300.00.

Also included with the Resolution Request is a Fiscal Impact Statement. A SEQRA review has been conducted and a determination has been made that this is a Type II action.

Please review and if satisfactory sign the Resolution Request Form and forward the information to the County Executive for approval to present to the Legislature.

Roll call vote on the foregoing Resolution No. 2010238 resulted as follows:

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

NAYS: 0

ABSENT: 1 – Miccio.

Resolution adopted.

Commendation: Paul Brennan

Legislator INCORONATO offers the following and moves its adoption:

Whereas, Paul J. Brennan has achieved the status of Eagle Scout, which is the highest rank that can be earned in the Boy Scout organization. Paul will receive his Eagle Scout award at the Court of Honor to be held on October 9, 2010 at the Our Savior Lutheran Church located in Fishkill, New York, and

Whereas, Paul J. Brennan is a member of Troop #95, the Order of the Arrow and Ordeal Eagle Scout. Paul has earned at least, 21 Merit Badges and has successfully conducted a leadership project that was reviewed, accepted and completed, and

Whereas, Paul has held the following positions within his Troop, including, Troop Historian, Assistance Patrol Leader, Patrol Leader and Assistant Senior Patrol Leader, and has demonstrated a commitment to the highest ideals of Scouting and to his community, and

Whereas, Paul has earned the Wilderness Survival. Personal Fitness, Personal Management and Environmental Science badges. Paul has performed many community services over the years such as managing the "Scout for Food Drive" for needy families; directed traffic and parking at the Harvest Festival; and many other events, and

Whereas, Paul's Eagle Scout project involved designing, constructing and painting selves for use in storing various types of clothing and other merchandise for the Teen Parenting Program sponsored by the Family Services non-for-profit organization here in Dutchess County, now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Paul J. Brennan, and, be it further

Resolved, that the Dutchess County Legislature, does hereby extend to Paul J. Brennan, its best wishes in all of his future endeavors.

Resolution No. 2010239
STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010239 was unanimously adopted by the Dutchess County Legislature.

Commendation: David J. Martinson

Legislators ROMAN and BOLNER offer the following and move its adoption:

Whereas, David J. Martinson, became an Eagle Scout at the Court of Honor on June 5, 2010, at the American Legion Hall Post # 1302; and

Whereas, David J. Martinson is a member of Troop #25 the Order of the Arrow and Ordeal Eagle Scout. David has also received additional Palms recognition for completing other merit badges above and beyond the necessary requirements; and

Whereas, David has demonstrated a commitment to the highest ideals of Scouting and to his community; and

Whereas, David has held the following positions within his Troop, including, Troop Historian, Assistance Patrol Leader, Patrol Leader and Senior Patrol Leader; and

Whereas, David graduated from Ketcham High School in June 2010, with academic honors and received several scholarships. David will be attending Siena College in Albany; and

Whereas, David's Eagle Scout project involved designing, creating and blazing new walking nature trails at Cornwahl Farms and built benches along the trails overlooking the Hudson River. David had to map out the trails, obtain materials, and organize work groups made up of Troop members and their families; now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, David J. Martinson; and, be it further

Resolved, that the Dutchess County Legislature, does hereby extend to David J. Martinson, its best wishes in all of his future endeavors.

Resolution No. 2010240

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010240 was unanimously adopted by the Dutchess County Legislature.

Commendation: Mitchell Willie

Legislators ROMAN and BOLNER offer the following and move its adoption:

Whereas, Mitchell Willie, became an Eagle Scout at the Court of Honor on June 5, 2010, at the American Legion Hall Post # 1302, and

Whereas, Mitchell Willie is a member of Troop #25 the Order of the Arrow and Ordeal Eagle Scout, and

Whereas, Mitchell has demonstrated a commitment to the highest ideals of Scouting and to his community, and

Whereas, Mitchell has held the following positions within his Troop, including, Patrol Leader, Den Leader and Senior Patrol Leader, and

Whereas, Mitchell has held several positions such as National Honor Society, National Junior Honor Society and Boys State Graduate: City Clerk. He has received several Awards and Scholarships. The Presidents Gold Award (twice), ROTC Scholarship, United States Army Reserve National Scholar/Athlete Award and Troop #25 Scout Scholarship, and

Whereas, Mitchell's Eagle Scout project involved designing and creating at Butterfly Garden at the Vassar Road Elementary School. This project began on or about January 2009 and was completed on Community Day, June 11, 2009, now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Mitchell Willie; and, be it further

Resolved, that the Dutchess County Legislature, does hereby extend to Mitchell Willie, its best wishes in all of his future endeavors.

Resolution No. 2010241

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010241 was unanimously adopted by the Dutchess County Legislature.

Proclamation: The American Legion Auxiliary 90th Anniversary

Legislator MacAvery offers the following and moves its adoption:

WHEREAS, the American Legion Auxiliary is the world's largest women's patriotic service organization with over 850,000 members in more than 9,500 communities worldwide and was chartered by Congress November 1919, and

WHEREAS, there are nearly 10,500 units in the United States our community is served by ten American Legion Auxiliary Units throughout Dutchess County, and

WHEREAS, the American Legion Auxiliary is a non-profit organization that has dedicated millions of volunteer hours to serving American veterans, educating children and working in their community, while working to uphold the ideals of freedom and democracy, and

WHERAS, Auxiliary volunteers are the backbone of assistance in 171 Veterans Administration Medical Centers including Castle Point Veterans Hospital in Fishkill, and

WHEREAS, the Auxiliary embodies the spirit of America that has prevailed through war and peace, and

WHEREAS, American Legion Auxiliary is celebrating its 90th year of Service Not Self, for Veterans, God and Country, now, therefore be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and applaud the American Legion Auxiliary for their service to the community and offers its best wishes and continued success in all of its future endeavors.

RESOLUTION NO. 2010242

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August, 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 9th day of August, 2010.

Patricia J. Hotman

PATRICIA J. HOTMAN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010242 was unanimously adopted by the Dutchess County Legislature.

Condolence: Elizabeth A. Kelly

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

WHEREAS, The Dutchess County Legislature has learned with sadness and regret of the recent death of, Elizabeth A. Kelly on July 7, 2010, at the age of 58, and

WHEREAS, Elizabeth A. Kelly was a long time Poughkeepsie resident, born on June 5, 1952, to the late Adrian and Esther Lutz Kelly, and

WHEREAS, Elizabeth A. Kelly was employed by Dutchess County in the Child Protective Services Department from September, 1981 until her retirement on September 30, 2009, and

WHEREAS, Elizabeth A. Kelly lived a full and accomplished life with many achievements to be proud of, and

WHEREAS, her passing will be mourned by her family and friends throughout Dutchess County; now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Elizabeth A. Kelly, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Elizabeth A. Kelly.

2010243

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010243 was unanimously adopted by the Dutchess County Legislature.

Condolence: Joan Luna

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

Whereas, The Dutchess County Legislature has learned with sadness and regret of the recent death of Joan Luna on July 11, 2010, surrounded by her family, and

Whereas, Joan Luna was born March 25, 1939 in Brooklyn, New York . She is the daughter of Mary McGinley and Thomas Pomilla. She was a graduate from Bushwick High School and performed as a ballerina as a young woman, and

Whereas, Joan and Joseph Luna were high school sweethearts and married on October 10, 1959; they had three children Gina, Joseph, Jr., and Gregory. One grandchild, John Thomas, and

Whereas, Joan Luna was employed by the Town of LaGrange Highway Department, Town of Poughkeepsie Building Department, EDC Temps, Danish Design and City Drug with her husband during her career, and

Whereas, Joan Luna was very active in the community, serving as President of the LaGrange Women's Republican Club and LaGrange Club Estates. She also volunteered her time with the Marian Guild of St, Francis Hospital, Noxon Road PTA, American Heart Association, Greyhound Rescue and as a 4-H Club Leader for Dungaree Dolls, and

Whereas, Joan was a parishioner of Blessed Kateri Tekakwitha Parish of LaGrange, now, therefore, be it

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

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Joan Luna.

STATE OF NEW YORK

ss: Resolution No. 2010244

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010244 was unanimously adopted by the Dutchess County Legislature.

Condolence: James R. Quinn

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

Whereas, The Dutchess County Legislature has learned with sadness and regret of the recent death of James R. Quinn on July 15, 2010, at Vassar Brothers Medical Center, Poughkeepsie, New York. He was 84 years old, and

Whereas, James (Jim) Quinn was born September 25, 1925. He is the son of Edward Quinn and Margaret Reynolds. James was a lifelong resident of Dutchess County, and

Whereas, Jim married Vivian Wolcott on December 8, 1947, and they have six (6) children, Kathleen, James, Nancy, Nellie, Mary and Eileen. He is also survived by nine (9) grandchildren and nine (9) great grandchildren, and

Whereas, James R. Quinn was employed for Daystrom/Weston for twenty (20) years as a project manager. Thereafter, he served as a department manager at Cogar Corp. and retired from there in 1972. In 1973, Jim joined the Dutchess County Department of Mental Hygiene and served as an administrator until his retirement in 1991, and

Whereas, James R. Quinn served Dutchess County on many different levels, he was a founding member of the Board of Directors of AIDS Related Community Services and served on that board for twenty (20) years, including a term as Board President. Jim was very active in LaGrange politics and government. He served on the Republican Committee, as Town Councilman, Deputy Supervisor and ten (10) years on the Town Planning Board, and

Whereas, One of Jim's most proudest accomplishments as a volunteer was his role in the purchase of the land to create Freedom Park. He was also a charter member of the LaGrange Lion Club, a life member of the 110 Rod and Gun Club a 50 year member, now, therefore, be it

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

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late James R. Quinn.

STATE OF NEW YORK

ss: 2010245

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of August 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 9th day of August 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010245 was unanimously adopted by the Dutchess County Legislature.

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.

No one 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 in memory of Elizabeth Kelly, Joan Luna and James R. Quinn at 8:15 pm subject to call of the Chair.