

Attendance Sheets

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

Date: 8/12/13

Regular Meeting
of the
Dutchess County Legislature

Monday, August 12, 2013

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

Roll Call by the Clerk of the Legislature

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

ABSENT: 1 Serino

PRESENT, LATE:

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Reverend Doctor Alvin Bridgewater of the Church of the Nazarene in Poughkeepsie, followed by a moment of silent meditation.

Commendations and Proclamations

Proclamation: Designating Dutchess County as a Purple
Heart County

Commendation: Richard Flaherty

Chairman Rolison entertained a motion to approve the July 2013 minutes.

The July 2013 minutes were adopted.

The Chairman entertained a motion from the floor, duly seconded, to suspend the rules to allow the public to address the Legislature with respect to agenda items.

Charles Davenport, Wappingers Falls, spoke in opposition to using funds from contingency to pay for housing out inmates and expenses at the Jail.

Constantine Kazolias, Poughkeepsie, questioned how the school resource offices would be funded. He also urged that the overcrowding at the Jail be addressed.

Darrett Roberts stated that a bigger problem than the jail was not having jobs or activities for youth.

No one else wishing to be heard, the Chairman entertained a motion from the floor, duly seconded, to resume the regular order of business.

COMMUNICATIONS RECEIVED FOR THE AUGUST 2013 BOARD MEETING

Received from Budget Director, Contingency Account Status as of August 8, 2013.

Received from County Clerk, Summary of Mortgage Tax collected April 2013–July 2013.

Received from New York State Taxation and Finance, list of certified 2013 state equalization rates.

Received from Dutchess County Comptroller, Audit of Maintenance in Lieu of Rent for January 1, 2012 through December 31, 2012, together with the Acting Commissioner of Public Works' comments.

RESOLUTION NO. 2013217

RE: AUTHORIZING CONTINUATION OF THE DRUG ENFORCEMENT TASK FORCE

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

WHEREAS, this Legislature, by Resolution No. 53 of 1989, authorized an inter-municipal agreement between the County of Dutchess and several cities and towns for the creation of a Joint Drug Task Force (Task Force) for an initial three year term, and

WHEREAS, by Resolution Nos. 393 of 1991, 155 of 1997, 201267 of 2001, and 206299 of 2006, this Legislature authorized the continuation of the Task Force respectively for an additional periods of five years each, 1992-1996, 1997-2001, 2002-2006, and 2007-2011, and

WHEREAS, historically, County of Dutchess has had agreements with several different municipalities involved in the Drug Task Force, and

WHEREAS, the Task Force provides additional resources for enforcement of the New York State Drug Laws and it is in the best interests of the County to continue its Intermunicipal agreement for an additional period of five years (2012-2016), and

WHEREAS, the last agreement expired on December 31, 2011, and

WHEREAS, thereafter, the District Attorney submitted an agreement, a copy of which is attached hereto, which was negotiated and executed by the County Executive for a five year term to run from January 1, 2012 through December 31, 2016, and

WHEREAS, upon review of the attached agreement, it was discovered that the necessary enabling legislation was not presented to this Legislature, and

WHEREAS, the County Attorney requests that this Legislature adopt this resolution authorizing the execution of this Agreement for the five year term as of January 1, 2012 to December 31, 2016, now, therefore, be it

RESOLVED, that the inter-municipal agreement among the County of Dutchess, the Cities of Beacon and Poughkeepsie, and the Towns of Poughkeepsie and East Fishkill is authorized and approved by the Dutchess County Legislature as of January 1, 2012.

CA-129-13 LDF/ca/C-2556 7/16/13
STATE OF NEW YORK
COUNTY OF DUTCHESS

Fiscal Impact: See attached state
APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/16/2013

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 12TH day of August 2013, 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 12th day of August 2013.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Authorize Inter-municipal agreement (1/1/12 - 12/31/16) for continuation of the Drug Enforcement Task Force

Prepared by: Linda D. Fakhoury, Senior Assistant County Attorney

12-0307-12/16-DA

AGREEMENT

THIS AGREEMENT, made this 19th day of October, 2012, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and CITY OF POUGHKEEPSIE, a municipal corporation with its principal office at the Municipal Building, Poughkeepsie, New York 12601, CITY OF BEACON, a municipal corporation with its principal office at 1 Municipal Plaza, Suite 1, Beacon, New York 12508, TOWN OF POUGHKEEPSIE, a municipal corporation with its principal office at Town Hall, 1 Overocker Road, Poughkeepsie, New York and TOWN OF EAST FISHKILL, a municipal corporation with its principal office at 330 Route 376, Hopewell Junction, NY 12533.

WITNESSETH:

WHEREAS, the parties hereto desire to continue the existence of the Drug Enforcement Task Force (hereinafter referred to as the "TASK FORCE"), which was organized under the direction of the District Attorney, and

WHEREAS, the parties have agreed to furnish manpower to the Task Force, and

WHEREAS, the Task Force, consisting of police officers from each of the Municipalities, shall act independently of each Municipal employer under the exclusive direction of the Unit Coalition as described and provided for in this Agreement, and

WHEREAS, it is necessary for each participating municipality to enter into this Agreement pursuant to Article 5-G of the General Municipal Law,

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

- 1) The County and Municipalities shall each provide manpower to the Task Force during the term of this Agreement in such numbers and quantities as set forth in Schedule "A" attached hereto and made a part hereof.
- 2) All manpower provided by the Municipalities for the task Force shall be under the control and direction of the Unit Coalition.
- 3) The Task Force shall operate under and pursuant to rules and regulations entitled "Rules and Regulations, Dutchess County Joint Task Force," a copy of which is annexed hereto as schedule "B."
- 4) All equipment acquired, purchased or donated for use by the Task Force shall become and remain the property of the County during the term of this Agreement and any renewal thereof, and unless otherwise agreed to in writing between the County and the Municipality donating same, shall remain the property of the County upon expiration or termination of this

Agreement for whatever reason and the disbanding of the Task Force as a result thereof.

- 5) Each municipality shall designate the personnel assigned by it to the Task Force and shall notify the Unit Coordinator of the Task Force at least 30 days prior to going on duty.
- 6) Each municipality shall carry the police officer assigned to the Task Force as an employee of the Municipality and shall pay his or her salary and all fringe benefits, including workers' compensation and disability coverage, and any other benefits afforded such police officers. Each municipality shall be responsible for all claims of its police officers assigned to the Task Force for workers' compensation, disability benefits claims under Section 207-c of the General Municipal Law, and any and all other claims which might arise as a result of said officer's participation in the Task Force.
- 7) Each municipality hereby indemnifies and holds the County and each other Municipality harmless and shall defend and indemnify each such Municipality from any claims or suits for damages arising from the negligent acts of each of its police officers assigned to the Task Force.
- 8) The County hereby indemnifies and holds the Municipalities harmless and shall defend and indemnify each such Municipality from any claims or suits for damages arising from the negligent acts of each of its police officers assigned to the Task Force.
- 9) This agreement shall be for a term of five years, commencing on January 1, 2012 and terminating December 31, 2016, unless sooner terminated. This Agreement may be extended for an additional term by agreement of all parties.
- 10) This Agreement may be terminated by any party thereto upon 60 days notice in writing to all other parties hereto.
- 11) Each Municipality shall carry General Liability insurance in the sum of \$1,000,000.00 with specific endorsements covering the activities of its police officers on the Task Force and Workers' Compensation or self-insured coverage for workers' compensation claims with a specific provision that such police officers' participation shall be covered.
- 12) Each person assigned to the Task Force shall be a police officer as defined by Section 1.20(34) of the Criminal Procedure Law, with full power to carry and use firearms and make arrests in the State of New York with or without warrants and shall possess the basic training capabilities.

- 13) The Task Force officers assigned shall be authorized to investigate and make arrests throughout the County of Dutchess.
- 14) There shall be a Unit Coalition, consisting of the District Attorney, Sheriff and the Police Chief of each of the Municipalities. The Unit Coalition shall appoint a Unit Coordinator and shall approve all police officers assigned to the Task Force. The Unit Coalition shall set general policy for the Task Force and shall have exclusive control over its operations and direction. The Unit Coordinator appointed by the Unit Coalition shall supervise the day-to-day operations of the Task Force in accordance with the policy and directions of the Unit Coalition.
- 15) The Task Force shall utilize asset forfeiture moneys to offset the costs of its operations. All forfeiture assets and revenues received by virtue of the activities of the Task Force shall be paid to the Dutchess County Commissioner of Finance for distribution.

Any property or money seized by the Task Force, whether it be through the federal or state forfeiture laws, shall be distributed in accordance with Section 1349 of the New York Civil Practice Law and Rules, except that if forfeiture is pursuant to federal laws, a share shall not be sent to the New York State Division for Substance Abuse. Distribution of forfeiture proceeds shall be proportionate to the number of agents the participating Municipalities have on the Task Force.

- 16) The District Attorney of Dutchess County shall be the sole administrative officer of the Task Force in connection with the disbursement of funds for purchase and miscellaneous expenditures.
- 17) All expenditures of funds for administration of the Task Force shall be made only with the express written consent of the Dutchess County District Attorney, who shall administer the funds of the program through budgetary appropriations and controls.
- 18) Whenever a vehicle or other property is seized and a decision made that the seized property will not be liquidated, appropriate proceedings shall be initiated by the District Attorney to vest title to such seized property in the name of the County of Dutchess. Said property shall thereafter be used by the Task Force for official business.

SCHEDULE "A"

CONTRIBUTION OF MANPOWER TO THE TASK FORCE

It has been agreed among the parties that the following manpower will be provided to the Task Force so long as the respective Municipality chooses to be a member of the Task Force.

<u>Agency</u>	<u>Number of Officers</u>	<u>Participation</u>
District Attorney	1	Full Time
Dutchess County Sheriff	4	Full Time
City of Poughkeepsie	2	Full Time
Town of Poughkeepsie	2	Full Time
City of Beacon	1	Full Time
Town of East Fishkill	1	Full Time

Execution of Drug Enforcement Task Force Agreement by City of Poughkeepsie.

CITY OF POUGHKEEPSIE

BY: _____

Execution of Drug Enforcement Task Force Agreement by Town of
Poughkeepsie.

TOWN OF POUGHKEEPSIE

BY: Patricia Meyer

Execution of Drug Enforcement Task Force Agreement by City of Beacon.

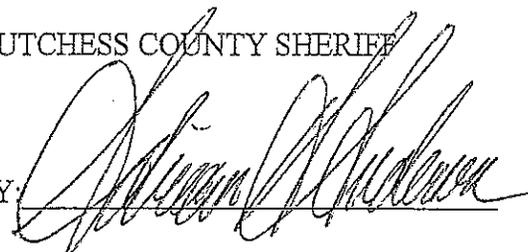
CITY OF BEACON

BY: Meredith Salas

Execution of Drug Enforcement Task Force Agreement by Dutchess County Sheriff.

DUTCHESS COUNTY SHERIFF

BY:

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Steven J. Hudson".

Execution of Drug Enforcement Task Force Agreement by Town of East Fishkill.

TOWN OF EAST FISHKILL

BY: *[Handwritten Signature]*

*Agreement
Town of East Fishkill
12/12/11*

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino	absent	
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 11
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 11 0
 Yes No
 Abstentions: 0

2013217 AUTHORIZING CONTINUATION OF THE DRUG ENFORCEMENT TASK FORCE

Date: August 8, 2013

Roll Call Sheets

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

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

2013217 AUTHORIZING CONTINUATION OF THE DRUG ENFORCEMENT TASK FORCE

Date: August 12, 2013

PUBLIC SAFETY

RESOLUTION NO. 2013218

RE: AUTHORIZING LEASE AGREEMENT WITH THE TOWN
OF MILAN FOR TOWER SITE RENTAL

Legislators ROMAN, ROLISON, FLESLAND, BLALOCK and
WILKINSON offer the following and move its adoption:

WHEREAS, the Town of Milan is the rightful owner of a radio
communications tower, communications building and real property located at 140 Woody
Row in the Town of Milan, and

WHEREAS, the Department of Emergency Response requests
authorization and approval to enter into an Amendment and Extension to a Lease
Agreement with the Town of Milan for the rental of certain space upon the tower and
within the building necessary for the purpose of a functioning public safety
communications system at the tower site, and

WHEREAS, the term of the Lease expired on April 20, 2013, and

WHEREAS, the Amendment and Extension Agreement, a copy of which
is annexed hereto, will extend the term though April 20, 2018, and

WHEREAS, it is necessary for this Legislature to authorize the execution
of the Agreement, now therefore, be it

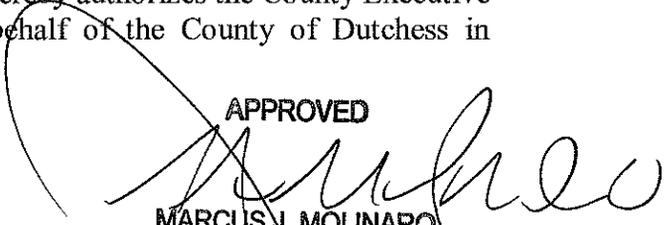
RESOLVED, that this Legislature hereby authorizes the County Executive
to execute said inter-municipal Agreement on behalf of the County of Dutchess in
substantially the same form as annexed hereto.

CA-130-13
CAB/ca/R-0832-A
7/10/13

Fiscal Impact: See attached statement
STATE OF NEW YORK

ss:
COUNTY OF DUTCHESS

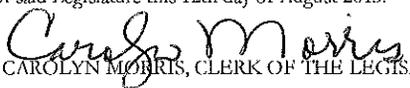
APPROVED


MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/13/2013

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 12th day of
August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

conditions herein, the Lessee has the option to renew this Lease for an additional five (5) year term. The rental payments will increase by 5% the first year and 3% for the second through fifth years.

4. Paragraph entitled "Electric Utilities" shall provide as follows: Lessor shall furnish Lessee with electricity from its building electricity supply. In year 1, Lessee shall pay the sum of FOUR HUNDRED AND EIGHTY 0/100 (\$480.00) DOLLARS representing the annual electric cost. The parties agree that in the first quarter of years 2-5 of the Lease, they will reevaluate the Lessee's previous year's electricity costs and readjust the Lessee's subsequent year's annual electricity payment if necessary. The parties further agree that the readjusted annual electric payment may be modified downward to THREE HUNDRED AND SIXTY 00/100 DOLLARS (\$360.00) or upward to EIGHT HUNDRED AND FORTY 00/100 DOLLARS (\$840.00) without the need to amend this Lease. The new annual amount will be confirmed in a letter from the Lessor to the Lessee.

The parties acknowledge that the Lessee has installed an Onan 16GNAC/2678 LP gas engine generator set on the Lessor's radio communication's tower with the Lessor's consent. The following entity's currently are using the generator: Dutchess County Sheriff's Office, NYCOMCO and FM Translator (1 unit). The Lessor agrees that it will not allow any additional entities to use the generator without first obtaining the Lessee's written permission.

5.. 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:

ACCEPTED : COUNTY OF DUTCHESS

County Attorney's Office

By _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

TOWN OF MILAN

Department of Emergency Response

By _____
William Gallagher
Town Supervisor

Print Name _____
Title _____

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 18,823

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):

Rental of Real Property- Long-Term A.3020.4571.63

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$18,823

Over Five Years: \$144,334

Additional Comments/Explanation:

\$18,823 represents costs for the first year of the agreement including rent and utilities, as defined in the contract, prorated for an April 21, 2013 begin date. \$144,334 represents the full cost for the 5 year contract period April 21, 2013 through April 20, 2018 and assumes a stable utility cost of \$480 per year even though the contract allows for a fluctuation in the rate.

Prepared by: Laurie Colgan, Emergency Response

Public Safety Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino	absent	
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 11
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 11 0
 Yes No
 Abstentions: 0

2013218 AUTHORIZING LEASE AGREEMENT WITH THE TOWN OF MILAN FOR TOWER SITE RENTAL

Date: August 8, 2013

Roll Call Sheets

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

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

2013218 AUTHORIZING LEASE AGREEMENT WITH THE TOWN OF MILAN FOR TOWER SITE RENTAL

Date: August 12, 2013

RESOLUTION NO. 2013219

RE: AMENDING THE 2013 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY (A.1990)

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

WHEREAS, the year 2013 Adopted County Budget included \$1,500,000 in the General Contingency Account, and

WHEREAS, the contingency fund has been depleted and needs to be replenished to fund the County's fiscal obligation to cover shortfalls at the Jail for overtime and inmates housed out in other institutions and

WHEREAS, it is now necessary to amend the 2013 Adopted County Budget to replenish the General Contingency Account, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2013 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.1990.4007 General Contingency \$1,700,000

REVENUES

Increase

A.9998.95990 Appropriated Fund Balance \$1,700,000

CA-148-13

ca/G-106

7/24/13

Fiscal Impact: See attached statement

STATE OF NEW YORK

COUNTY OF DUTCHESS

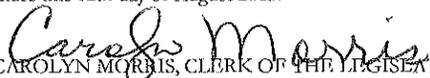
ss:

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/10/2013

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 1,700,000

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

A.9998.95990 Appropriated Fund Balance
A.1990.4007 General Contingency

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Replenishment of General Contingency with Fund Balance required to cover the cost of overtime at the County Jail facility and the cost of Inmates Housed in Other Institutions.

Prepared by: Rachel Armstrong, Budget Office

Public Safety Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino	<i>absent</i> (C)	
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

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

2013219 AMENDING THE 2013 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY (A.1990)

Date: August 8, 2013

Discussion on Resolution No. 2013219 resulted as follows:

Legislator Tyner requested to abstain.

Chairman Rolison denied his request.

Roll call on the foregoing resolution resulted as follows:

AYES: 21

NAYS: 3 Doxsey, Tyner, Amparo

ABSENT: 1 Serino

The foregoing resolution was adopted.

RESOLUTION NO. 2013220

RE: AMENDING THE 2013 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE SHERIFF/JAIL (A.3150)

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

WHEREAS, the Correction Administrator has advised that many cost savings initiatives have been implemented to stay within the adopted budget, however, additional appropriations are needed due to the above average number of inmates per month that continue to be incarcerated with the Sheriff of Dutchess County and are required to be housed out at other facilities, and

WHEREAS, the increasing rate of constant supervision for inmates needing 24-hour watch due to mental health issues or drug/alcohol withdrawal is directly related to an increase in overtime, and

WHEREAS, additional funds are needed due to the increase in the number of inmates that continue to be incarcerated with the Dutchess County Sheriff and the required overtime, and

WHEREAS, it is projected that the sum of \$3,200,000 will be needed to cover these expenses through the end of 2013, and

WHEREAS, it is necessary to amend the 2013 Adopted County Budget to provide funds to meet the County's obligations for the aforesaid period, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2013 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.3150.1050	Overtime	\$1,200,000
A.3150.4428	Inmates in Other Institutions	\$2,000,000
		<u>\$3,200,000</u>

Decrease

A.1990.4007	General Contingency	<u>\$3,200,000</u>
-------------	---------------------	--------------------

CA-147-13 ca/G-0222
7/24/13 Fiscal Impact: See attached statement

[Handwritten Signature]
APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/10/2013

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of August 2013, 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 12th day of August 2013.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 3,200,000

Total Current Year Revenue _____
and Source _____

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

Identify Line Items(s): A.3150.1050: Overtime-\$1.2 million
A.3150.4428: Inmates in Other Institutions-\$2 million
A.1990.4007: General Contingency-\$1.5 million with an
additional \$1.7 million from fund balance. Total = \$3.2 million

Related Expenses: Amount \$ _____ Nature/Reason: _____

Anticipated Savings to County: _____

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

Additional Comments/Explanation: The increasing need for Jail overtime is directly related to the increasing rate of constant supervision for inmates needing 24-hour watch due to mental health issues or drug/alcohol withdrawal. With this increase in supervision, the Jail projects the need for an additional \$1.2 million in appropriations for FY 2013.

The Jail also continues to experience an above average number of inmates housed in other county facilities. This increase translates to \$2 million in additional appropriations needed to pay other Jail facilities to house our inmates.

Prepared by: Valerie J. Sommerville, Budget Director

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 12 0
 Yes No
 Abstentions: 0

2013220 AMENDING THE 2013 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE SHERIFF/JAIL (A.3150)

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution:
 Motion:

Total: 21 3
 Yes No
 Abstentions: 0

2013220 AMENDING THE 2013 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE SHERIFF/JAIL (A.3150)

Date: August 12, 2013

Discussion on Resolution No. 2013220 resulted as follows:

George Krom, Jail Administrator, stated that there were 165 inmates housed out currently. He stated that the round number for each inmate was \$220 per day.

Legislator Tyner stated that there were approximately 70 parole violators in the jail and added that halfway houses for parole violators were possible at \$63 per day.

Legislator Jeter-Jackson questioned if this money would last through the end of the year.

George Krom, Jail Administrator, stated he was hopeful.

Roll call on the foregoing resolution resulted as follows:

Legislator Tyner requested to abstain.

Chairman Rolison denied his request because he had participated in discussion. He asked for clarification from the Legislative Attorney if Legislator Tyner's vote must be recorded as a "no" vote.

Scott L. Volkman, Legislative Attorney, stated that as the Dutchess County Rules were currently written, the vote was required to be recorded as a "no" and to do otherwise would require an amendment to the Rules.

AYES: 21

NAYS: 3 Doxsey, Tyner, Amparo

ABSENT: 1 Serino

The foregoing resolution was adopted.

RESOLUTION NO. 2013221

RE: AUTHORIZING EXECUTION OF AGREEMENT
AMONG ARLINGTON CENTRAL SCHOOL DISTRICT,
DUTCHESS COUNTY SHERIFF, AND COUNTY OF
DUTCHESS TO PROVIDE SCHOOL RESOURCE
OFFICERS IN DISTRICT SCHOOLS.

Legislators FLESLAND, WILKINSON, ROMAN, ROLISON, TRAUDT,
HORTON, WEISS, FORMAN, and DOXSEY offer the following and move its adoption:

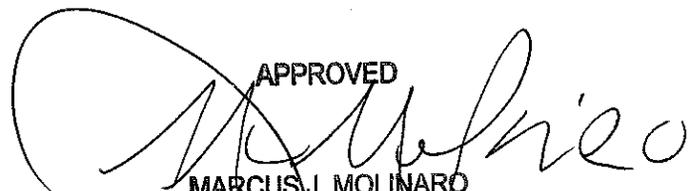
WHEREAS, municipal corporations are authorized, pursuant to Article 9,
§ 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into
intermunicipal agreements, and

WHEREAS, the Arlington Central School District, the Dutchess County
Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter
into an agreement for the placement of four Deputy Sheriffs in the School District, who
will serve as School Resource Officers, and

WHEREAS, it is the understanding of the parties that the School Resource
Officers will work during the 2013-2014, 2014-2015, and 2015-2016 school years to help
maintain a safe campus environment that is conducive to learning, and to foster a
relationship based upon cooperation and mutual support between law enforcement and
school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive is authorized to execute the
agreement in substantially the same form as to the agreement attached hereto and made a
part hereof.

CA-152-13
CEN/ca/C-8785
7/26/13
Fiscal Impact: See attached statement

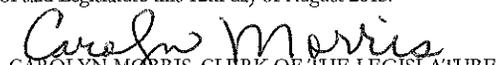
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/2013

STATE OF NEW YORK

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing
resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12TH day of
August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Authorize intermunicipal agreement for school resource officers in district schools

Prepared by: Caroline E. Nelson, Assisstant County Attorney

INTERMUNICIPAL AGREEMENT

This agreement is made as of July 19, 2013, between the Arlington Central School District, a school district of the State of New York, with offices at LaGrangeville, New York (hereinafter the "School District") and the County of Dutchess, a municipal corporation of the State of New York, with offices at 22 Market Street, Poughkeepsie, New York (hereinafter the "County") and the Sheriff of Dutchess County (hereinafter the "Sheriff"), a constitutional officer in and for the County of Dutchess, having an office for the conduct of business at 150 North Hamilton Street Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Arlington Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this agreement for the following purposes: for the placement of four School Resource Officers (SROs) in the School District and other services as may be agreed to between the parties, in writing;

NOW, THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District with four Deputy Sheriffs to serve as School Resource Officers in the School District for the 2013-2014, 2014-2015 and 2015-2016 school years to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:
 - a. The SRO shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- b. The Deputy Sheriffs assigned as SROs will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- c. The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- d. The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- e. The County agrees to provide and pay the SROs' salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the four SROs, at the rate of \$65,000 per SRO, with the School District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- f. It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SROs by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.

- g. It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the School District desires the SRO to remain on duty beyond the 8 hour day.
- h. It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- i. It is understood and agreed that the SROs shall have the following qualifications:
 - (i) The SROs shall be a full time Deputy Sheriff with a minimum of two (2) years of law enforcement experience;
 - (ii) The SROs shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws as well as the School Board's policies and regulations;
 - (iii) The SROs shall assist in providing a safe and secure environment conducive to learning;
 - (iv) The SROs shall possess good communication skills, to enable the SROs to function effectively within the school environment;
- j. The duties of the SROs shall be those described on Attachment "A" to this Agreement.
- k. The SROs shall report to the Main Office at the start of each work day and shall sign-in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of 8 hours per day. The SROs shall sign-out at the end of each work day using the same log.
- l. The Sheriff's Office shall provide the appropriate in-service training for the SRO, to enable the SROs to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- m. In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Mental Hygiene's school prevention program, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth, and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to

participate in other prevention programming, the costs of which will be paid by the Department of Mental Hygiene.

2. The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
3. The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands, and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
4. The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
5. All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.
6. Neither the School District nor the County may assign this Agreement.
7. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
8. This Agreement shall remain in effect for the period from July 1, 2013 through June 30, 2016, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. The School District, the Sheriff, and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service. The parties acknowledge that the rate paid by the school district for SRO services is based upon the four school districts (Arlington, Dover, Wappinger, Pawling) entering into separate agreements with the County and the Sheriff. However, if the School District terminates or abandons all or any part of the services provided under this Agreement, the County reserves the right to renegotiate the amount of remuneration with the

the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

KAREN J HERMAN
NOTARY PUBLIC, STATE OF NEW YORK
ID: 01HE6273579
QUALIFIED IN DUTCHESS COUNTY
EXPIRES 12/10/2016

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

On this *19th* day of *July*, 2013, before me, the undersigned, personally appeared BRENDAN J. LYONS personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Karen J Neuman

Notary Public

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

On this day of , 2013, before me, the undersigned, personally appeared ADRIAN H. ANDERSON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her 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

ATTACHMENT "A"

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel .
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintaining the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices.
12. The SRO shall act as a liaison between the School District and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform.
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

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

2013221 AUTHORIZING EXECUTION OF AGREEMENT AMONG ARLINGTON CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution:
 Motion:

Total: 23 1
 Yes No
 Abstentions: 0

*SW called the question
 D Borchert*

2013221

8.12.13

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution:
 Motion:

Total: 23 Yes 1 No
 Abstentions: 0

2013221 AUTHORIZING EXECUTION OF AGREEMENT AMONG ARLINGTON CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 12, 2013

Discussion on Resolution No. 2013221 resulted as follows:

Legislator White moved the question, duly seconded and carried with Legislator Tyner being the only no vote.

Legislator Tyner requested to abstain.

Chairman Rolison denied his request.

Roll call on the foregoing resolution resulted as follows:

AYES: 23

NAYS: 1 Tyner

ABSENT: 1 Serino

The foregoing resolution was adopted.

RESOLUTION NO. 2013222

RE: AUTHORIZING EXECUTION OF AGREEMENT AMONG DOVER UNION FREE SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS.

Legislators WILKINSON, FLESLAND, ROLISON, ROMAN, TRAUDT, SURMAN, WEISS, HORTON, and FORMAN offer the following and move its adoption:

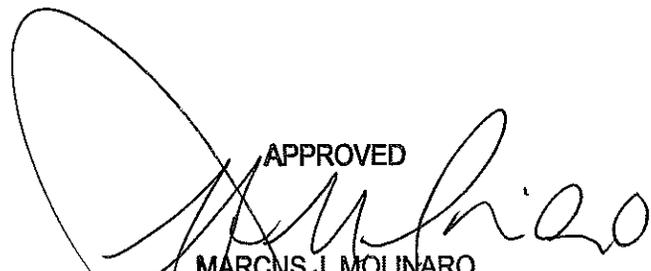
WHEREAS, municipal corporations are authorized, pursuant to Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements, and

WHEREAS, the Dover Union Free School District, the Dutchess County Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter into an agreement for the placement of one Deputy Sheriff in the School District, who will serve as a School Resource Officer, and

WHEREAS, it is the understanding of the parties that the School Resource Officer will work during the 2013-2014, 2014-2015, and 2015-2016 school years to help maintain a safe campus environment that is conducive to learning, and to foster a relationship based upon cooperation and mutual support between law enforcement and school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive is authorized to execute the agreement in substantially the same form as to the agreement attached hereto and made a part hereof.

CA-149-13
CEN/ca/C-8785
7/26/13
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/2013

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS
(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Authorize intermunicipal agreement for school resource officers in district schools

Prepared by: Caroline E. Nelson, Assisstant County Attorney

INTERMUNICIPAL AGREEMENT

This agreement is made as of July 22, 2013, between the Dover Union Free School District, a school district of the State of New York, with offices at Dover Plains, New York (hereinafter the "School District") and the County of Dutchess, a municipal corporation of the State of New York, with offices at 22 Market Street, Poughkeepsie, New York (hereinafter the "County") and the Sheriff of Dutchess County (hereinafter the "Sheriff"), a constitutional officer in and for the County of Dutchess, having an office for the conduct of business at 150 North Hamilton Street Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Dover Union Free School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this agreement for the following purposes: for the placement of one (1) School Resource Officer (SRO) in the School District and other services as may be agreed to between the parties, in writing;

NOW, THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District with one (1) Deputy Sheriff to serve as a School Resource Officer in the School District for the 2013-2014, 2014-2015 and 2015-2016 school years to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:
 - a. The SRO shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- b. The Deputy Sheriff assigned as an SRO will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- c. The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SRO in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- d. The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- e. The County agrees to provide and pay the SRO's salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the one (1) SRO, at the rate of \$60,000 per SRO, with the School District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- f. It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SRO by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.
- g. It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the

School District desires the SRO to remain on duty beyond the 7 hour school day.

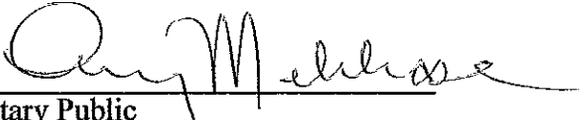
- h. It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- i. It is understood and agreed that the SRO shall have the following qualifications:
 - (i) The SRO shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws as well as the School Board's policies and regulations;
 - (ii) The SRO shall assist in providing a safe and secure environment conducive to learning;
 - (iii) The SRO shall possess good communication skills, to enable the SROs to function effectively within the school environment;
- j. The duties of the SRO shall be those described on Attachment "A" to this Agreement.
- k. The SRO shall report to the Main Office at the start of each work day and shall sign-in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of 7 hours per day. The SRO shall sign-out at the end of each work day using the same log.
- l. The Sheriff's Office shall provide the appropriate in-service training for the SRO, to enable the SRO to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- m. In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Mental Hygiene's school prevention program, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth, and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Mental Hygiene.

- (iv) The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
 - (v) The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands, and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
 - (vi) The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
 - (vii) All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.
6. Neither the School District nor the County may assign this Agreement.
 7. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
 8. This Agreement shall remain in effect for the period from July 1, 2013 through June 30, 2016, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. The School District, the Sheriff, and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service. The parties acknowledge that the rate paid by the school district for SRO services is based upon the four school districts (Arlington, Dover, Wappinger, Pawling) entering into separate agreements with the County and the Sheriff. However, if the School District terminates or abandons all or any part of the services provided under this Agreement, the County reserves the right to renegotiate the amount of remuneration with the remaining school districts receiving SRO services pursuant to their agreement with the County and the Sheriff.

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

On this 23rd day of July, 2013, before me, the undersigned, personally appeared MICHAEL TIERNEY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

AMY MEHLROSE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01 ME6202201
Qualified in Dutchess County
Commission Expires March 09, 2017


Notary Public

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

On this _____ day of _____, 2013, before me, the undersigned, personally appeared ADRIAN H. ANDERSON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her 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

ATTACHMENT "A"

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel .
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintaining the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices.
12. The SRO shall act as a liaison between the School District and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform.
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Fiesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

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

2013222 AUTHORIZING EXECUTION OF AGREEMENT AMONG DOVER UNION FREE SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution:
 Motion:

Total: 24 0
 Yes No
 Abstentions: 0

*BT called the question
 R Weiss*

*2013222
 8.12.13*

Roll Call Sheets

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

Present: 24 Resolution: ✓ Total : 23 1
 Absent: 1 Motion: — Yes No
 Vacant: 0 Abstentions: 0

**2013222 AUTHORIZING EXECUTION OF AGREEMENT AMONG DOVER UNION
 FREE SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF
 DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT
 SCHOOLS**

Date: August 12, 2013

Discussion on Resolution No. 2013222 resulted as follows:

Legislator Traudt moved the question, duly seconded and unanimously carried.

Legislator Tyner requested to abstain.

Chairman Rolison denied his request.

Roll call on the foregoing resolution resulted as follows:

AYES: 23

NAYS: 1 Tyner

ABSENT: 1 Serino

The foregoing resolution was adopted.

RESOLUTION NO. 2013223

RE: AUTHORIZING EXECUTION OF AGREEMENT
AMONG PAWLING CENTRAL SCHOOL DISTRICT,
DUTCHESS COUNTY SHERIFF, AND COUNTY OF
DUTCHESS TO PROVIDE SCHOOL RESOURCE
OFFICERS IN DISTRICT SCHOOLS

Legislators FLESLAND, ROMAN, ROLISON, TRAUDT, WEISS,
FORMAN, HORTON and WILKINSON offer the following and move its adoption:

WHEREAS, municipal corporations are authorized, pursuant to Article 9,
§ 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into
intermunicipal agreements, and

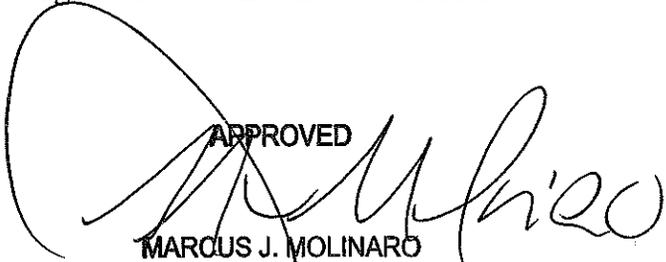
WHEREAS, the Pawling Central School District, the Dutchess County
Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter
into an agreement for the placement of two Deputy Sheriffs in the School District, who
will serve as School Resource Officers, and

WHEREAS, it is the understanding of the parties that the School Resource
Officers will work during the 2013-2014, 2014-2015, and 2015-2016 school years to help
maintain a safe campus environment that is conducive to learning, and to foster a
relationship based upon cooperation and mutual support between law enforcement and
school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive is authorized to execute the
agreement in substantially the same form as to the agreement attached hereto and made a
part hereof.

CA-150-13
CEN/ca/C-8785
7/26/13
Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/10/2013

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 12TH day of
August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Authorize intermunicipal agreement for school resource officers in district schools

Prepared by: Caroline E. Nelson, Assisntant County Attorney

INTERMUNICIPAL AGREEMENT

This agreement is made as of _____, 2013, between the Pawling Central School District, a school district of the State of New York, with offices at Pawling, New York (hereinafter the "School District") and the County of Dutchess, a municipal corporation of the State of New York, with offices at 22 Market Street, Poughkeepsie, New York (hereinafter the "County") and the Sheriff of Dutchess County (hereinafter the "Sheriff"), a constitutional officer in and for the County of Dutchess, having an office for the conduct of business at 150 North Hamilton Street Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Pawling Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this agreement for the following purposes: for the placement of two School Resource Officers (SROs) in the School District and other services as may be agreed to between the parties, in writing;

NOW, THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District with two (2) Deputy Sheriffs to serve as School Resource Officers in the School District for the 2013-2014, 2014-2015 and 2015-2016 school years to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:
 - a. The SRO shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- b. The Deputy Sheriffs assigned as SROs will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- c. The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- d. The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- e. The County agrees to provide and pay the SROs' salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the two SROs, at the rate of \$60,000 per SRO, with the School District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- f. It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SROs by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.
- g. It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the

School District desires the SRO to remain on duty beyond the 7 hour school day.

- h. It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- i. It is understood and agreed that the SROs shall have the following qualifications:
 - (i) The SROs shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws as well as the School Board's policies and regulations;
 - (ii) The SROs shall assist in providing a safe and secure environment conducive to learning;
 - (iii) The SROs shall possess good communication skills, to enable the SROs to function effectively within the school environment;
- j. The duties of the SROs shall be those described on Attachment "A" to this Agreement.
- k. The SROs shall report to the Main Office at the start of each work day and shall sign-in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of 7 hours per day. The SROs shall sign-out at the end of each work day using the same log.
- l. The Sheriff's Office shall provide the appropriate in-service training for the SRO, to enable the SROs to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- m. In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Mental Hygiene's school prevention program, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth, and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Mental Hygiene.

- (iv) The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
 - (v) The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands, and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
 - (vi) The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
 - (vii) All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.
6. Neither the School District nor the County may assign this Agreement.
7. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
8. This Agreement shall remain in effect for the period from July 1, 2013 through June 30, 2016, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. The School District, the Sheriff, and the County may also terminate this Agreement for any reason, or no reason at all, upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service. The parties acknowledge that the rate paid by the school district for SRO services is based upon the four school districts (Arlington, Dover, Wappinger, Pawling) entering into separate agreements with the County and the Sheriff. However, if the School District terminates or abandons all or any part of the services provided under this Agreement, the County reserves the right to renegotiate the amount of remuneration with the remaining school districts receiving SRO services pursuant to their agreement with the County and the Sheriff.

ATTACHMENT "A"

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel .
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintaining the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
9. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
10. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

11. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
12. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices.
13. The SRO shall act as a liaison between the School District and local police agencies in law enforcement matters occurring while on school grounds;
14. The SRO shall wear the Dutchess County Sheriff's Office uniform.
15. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 12 - Town of East Fishkill	Weiss		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total: 12 0
 Yes No
 Abstentions: 0

2013223 AUTHORIZING EXECUTION OF AGREEMENT AMONG PAWLING CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 23 1
 Yes No
 Abstentions: 0

2013223 AUTHORIZING EXECUTION OF AGREEMENT AMONG PAWLING CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 12, 2013

Discussion on Resolution No. 2013223 resulted as follows:

Legislator Tyner requested to abstain.

Chairman Rolison denied his request.

Roll call on the foregoing resolution resulted as follows:

AYES: 23

NAYS: 1 Tyner

ABSENT: 1 Serino

The foregoing resolution was adopted.

RESOLUTION NO. 2013224

RE: AUTHORIZING EXECUTION OF AGREEMENT
AMONG WAPPINGERS CENTRAL SCHOOL DISTRICT,
DUTCHESS COUNTY SHERIFF, AND COUNTY OF
DUTCHESS TO PROVIDE SCHOOL RESOURCE
OFFICERS IN DISTRICT SCHOOLS

Legislators FLESLAND, ROLISON, ROMAN, WEISS, INCORONATO,
HORTON, FORMAN, TRAUDT and WILKINSON offer the following and move its
adoption:

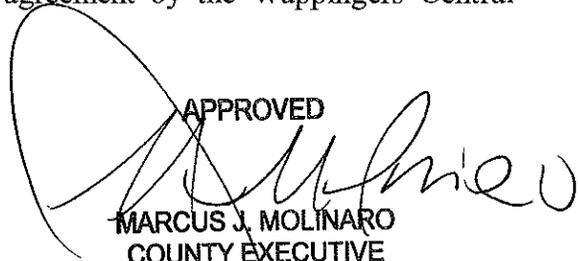
WHEREAS, municipal corporations are authorized, pursuant to Article 9,
§ 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into
intermunicipal agreements, and

WHEREAS, the Wappingers Central School District, the Dutchess County
Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter
into an agreement for the placement of one Deputy Sheriff in the School District, who
will serve as a School Resource Officer, and

WHEREAS, it is the understanding of the parties that the School Resource
Officer will work during the 2013-2014, 2014-2015, and 2015-2016 school years to help
maintain a safe campus environment that is conducive to learning, and to foster a
relationship based upon cooperation and mutual support between law enforcement and
school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive is authorized to execute the
agreement in substantially the same form as to that attached hereto and made a part
hereof, contingent upon prior approval of the agreement by the Wappingers Central
School District.

CA-151-13
CEN/ca/C-8785
7/26/13
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/10/2013

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing
resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of
August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Authorize intermunicipal agreement for school resource officers in district schools

Prepared by: Caroline E. Nelson, Assisstant County Attorney

INTERMUNICIPAL AGREEMENT

This agreement is made as of _____, 2013, between the Wappingers Central School District, a school district of the State of New York, with offices at Wappingers Falls, New York (hereinafter the "School District") and the County of Dutchess, a municipal corporation of the State of New York, with offices at 22 Market Street, Poughkeepsie, New York (hereinafter the "County") and the Sheriff of Dutchess County (hereinafter the "Sheriff"), a constitutional officer in and for the County of Dutchess, having an office for the conduct of business at 150 North Hamilton Street Poughkeepsie, New York 12601.

WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, §1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Wappingers Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this agreement for the following purposes: for the placement of one (1) School Resource Officer (SRO) in the School District and other services as may be agreed to between the parties, in writing;

NOW, THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District with one (1) Deputy Sheriff to serve as a School Resource Officer in the School District for the 2013-2014, 2014-2015 and 2015-2016 school years to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:
 - a. The SRO shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- b. The Deputy Sheriff assigned as an SRO will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- c. The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SRO in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- d. The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- e. The County agrees to provide and pay the SRO's salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the one (1) SRO, at the rate of \$60,000 per SRO, with the School District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- f. It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SRO by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.
- g. It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the

School District desires the SRO to remain on duty beyond the 7 hour school day.

- h. It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- i. It is understood and agreed that the SRO shall have the following qualifications:
 - (i) The SRO shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws as well as the School Board's policies and regulations;
 - (ii) The SRO shall assist in providing a safe and secure environment conducive to learning;
 - (iii) The SRO shall possess good communication skills, to enable the SROs to function effectively within the school environment;
- j. The duties of the SRO shall be those described on Attachment "A" to this Agreement.
- k. The SRO shall report to the Main Office at the start of each work day and shall sign-in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of 7 hours per day. The SRO shall sign-out at the end of each work day using the same log.
- l. The Sheriff's Office shall provide the appropriate in-service training for the SRO, to enable the SRO to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- m. In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Mental Hygiene's school prevention program, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth, and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Mental Hygiene.

- (iv) The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.
 - (v) The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands, and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
 - (vi) The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.
 - (vii) All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.
6. Neither the School District nor the County may assign this Agreement.
 7. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.
 8. This Agreement shall remain in effect for the period from July 1, 2013 through June 30, 2016, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. The School District, the Sheriff, and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.
 9. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.
 10. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms, conditions and covenants of this Agreement, the parties' sole remedy

ATTACHMENT "A"

SRO JOB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying;
2. Abide by School Board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel .
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintaining the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
9. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
10. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

11. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
12. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard police practices.
13. The SRO shall act as a liaison between the School District and local police agencies in law enforcement matters occurring while on school grounds;
14. The SRO shall wear the Dutchess County Sheriff's Office uniform.
15. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Public Safety Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert*	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland*	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson*	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Doxsey	<input type="checkbox"/>	<input type="checkbox"/>
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - Town of Hyde Park	Serino	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman (C)	<input type="checkbox"/>	<input type="checkbox"/>
District 12 - Town of East Fishkill	Weiss	<input type="checkbox"/>	<input type="checkbox"/>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Blalock	<input type="checkbox"/>	<input type="checkbox"/>
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes	<input type="checkbox"/>	<input type="checkbox"/>

Present: 12
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2013224 AUTHORIZING EXECUTION OF AGREEMENT AMONG WAPPINGERS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 8, 2013

Roll Call Sheets

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

Present: 24 Resolution: ✓ Total : 23 1
 Absent: 1 Motion: Yes No
 Vacant: 0 Abstentions: 0

2013224 AUTHORIZING EXECUTION OF AGREEMENT AMONG WAPPINGERS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS IN DISTRICT SCHOOLS

Date: August 12, 2013

Discussion on Resolution No. 2013224 resulted as follows:

Legislator Tyner requested to abstain.

Chairman Rolison denied his request.

Roll call on the foregoing resolution resulted as follows:

AYES: 23

NAYS: 1 Tyner

ABSENT: 1 Serino

The foregoing resolution was adopted.

RESOLUTION NO. 2013225

RE: EXTENDING APPOINTMENT OF ROBERT BALKIND AS ACTING COMMISSIONER OF PUBLIC WORKS

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

WHEREAS, pursuant to Section 3.04 of the Dutchess County Charter, the County Executive appointed Robert Balkind as the Acting Commissioner of Public Works effective June 30, 2012, and

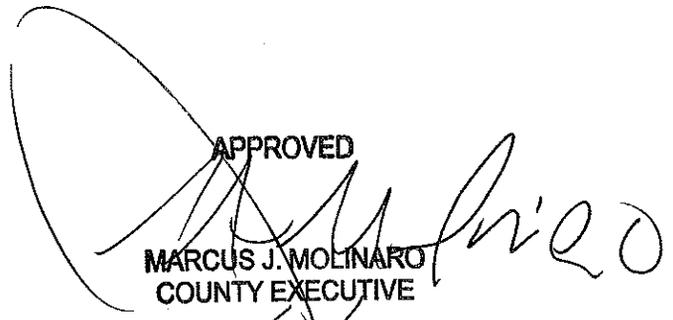
WHEREAS, by Resolution No. 2012187 Mr. Balkind's appointment was extended for a period of time through February 8, 2013, and

WHEREAS, by Resolution No. 2013010 Mr. Balkind's appointment was further extended for a period of time through August 8, 2013, and

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

RESOLVED, that Robert Balkind's appointment as Acting Commissioner of Public Works is hereby further extended effective as of August 9, 2013 and until December 31, 2013 or such time as a Commissioner of Public Works shall be appointed by the County of Dutchess.

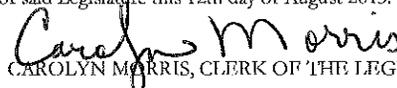
CA-145-13
JMF/ca/G-0188
7/24/13

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/12/2013

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 12th day of August 2013, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have herunto set my hand and seal of said Legislature this 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District 3 - Town of LaGrange	Borchert*	<input type="checkbox"/>	<input type="checkbox"/>
District 6 - Town of Poughkeepsie	Flesland*	<input type="checkbox"/>	<input type="checkbox"/>
District 10 - City of Poughkeepsie	Jeter-Jackson*	<input type="checkbox"/>	<input type="checkbox"/>
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	<input type="checkbox"/>	<input type="checkbox"/>
District 1 - Town of Poughkeepsie	Doxsey	<input type="checkbox"/>	<input type="checkbox"/>
District 5 - Town of Poughkeepsie	Roman	<input type="checkbox"/>	<input type="checkbox"/>
District 7 - Town of Hyde Park	Perkins	<input type="checkbox"/>	<input type="checkbox"/>
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	<input type="checkbox"/>	<input type="checkbox"/>
District 18 - City of Beacon	Forman (VC)	<input type="checkbox"/>	<input type="checkbox"/>
District 22 - Town of Beekman	Hutchings (C)	<input type="checkbox"/>	<input type="checkbox"/>
District 24 - Towns of Dover and Union Vale	Surman	<input type="checkbox"/>	<input type="checkbox"/>

Present: 12
 Absent: 0
 Vacant: 0

Resolution:
 Motion:

Total: 12 0
 Yes No
 Abstentions: 0

**2013225 EXTENDING APPOINTMENT OF ROBERT BALKIND
 AS ACTING COMMISSIONER OF PUBLIC WORKS**

Date: August 8, 2013

Roll Call Sheets

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

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

2013225 EXTENDING APPOINTMENT OF ROBERT BALKIND AS ACTING COMMISSIONER OF PUBLIC WORKS

Date: August 12, 2013

RESOLUTION NO. 2013226

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM DEBORAH A. SPAULDING AND LAURA ROYLANCE

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

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

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

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire a portion of property presently owned by Deborah A. Spaulding and Laura Roylance, and

WHEREAS, an Agreement to purchase the necessary real property is attached hereto, and

WHEREAS, the property is a portion of parcel number 133400-6261-04-995046-0000, described as 77.37± square meters (832.75± square feet) more or less as shown on Map No. 19, Parcel No. 32, copy is annexed hereto, and

WHEREAS, the Acting Commissioner of Public Works has recommended that the subject property be purchased for the sum of \$3,120.00 plus up to \$450 for related expenses, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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

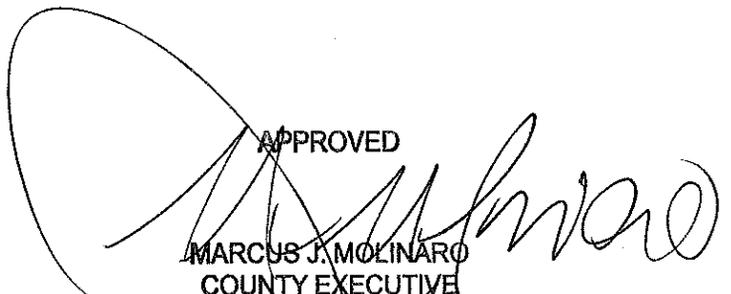
RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$3,120.00, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

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

CA-131-13
CAB/ca/R-0907-CC

7/11/13

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/12/2013

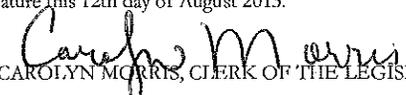
STATE OF NEW YORK

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 3,570

Total Current Year Revenue \$ 3,392
and Source

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

Identify Line Items(s):
H0290 5110 3009

Related Expenses: Amount \$ 450

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

Anticipated Savings to County: \$3,392

Net County Cost (this year): \$178
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement pertains to accompanying resolution request form for the authorization to acquire additional right of way for a consideration of \$3,120, identified on Map 19 Parcel 32 for the project identified as PIN 8755.41 Rehabilitation of CR 21(Noxon Road), NYS 55 to CR 49 (Titusville Road), Town of Lagrange.

Related expenses are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis 2925

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)
PIN: 8755.41 Map: 19 Parcel: 32

This Agreement by and between DEBORAH A. SPAULDING and LAURA ROYLANCE, as tenants in common, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to a 77.37± Square Meter (832.75± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated December 12, 2012, and recorded on December 14, 2012 in Liber 22012 at Page 5892 (as Document #0220125892) in the Office of the County Clerk for Dutchess County, New York with the address 107 Noxon Road (Re. Tax map No. 133400-6261-04-995046-0000), and being the same lands designated as Map 19, Parcel 32 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: 832.75 s.f. of lawn.
3. **PURCHASE PRICE.** The total purchase price is Three Thousand One Hundred Twenty Dollars (\$3,120) 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 July 15, 2013.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the fee simple acquisition of the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

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

IN WITNESS WHEREOF, on this 30 day of June, 2013, the parties have entered into this Agreement.

Seller: Deborah A. Spaulding and Laura Roylance
Representative: XXX

By: *Laura Roylance*
Laura J. Roylance
 Printed Name
owner
 Title

By: *Deborah A. Spaulding*
Deborah A. Spaulding
 Printed Name
owner
 Title

Witness: *Marsha G. Ridlow*

Witness: *Marsha G. Ridlow*

County of Dutchess

Witness: _____

Buyer: _____

Marcus J. Molinaro
 County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Carol A. Bogle
 Sr. Asst. County Attorney

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



'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 19
 PARCEL NO. 32
 SHEET 1 OF 2

REHABILITATION OF NOXON ROAD
 NY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

Originals of this map (sheets 1 and 2)
 are on file at the offices of the Dutchess
 County Department of Public Works

ACQUISITION DESCRIPTION:
 Type: FEE
 Portion of Real Property Tax
 Parcel ID No,
 133400-6261-04-995046-0000

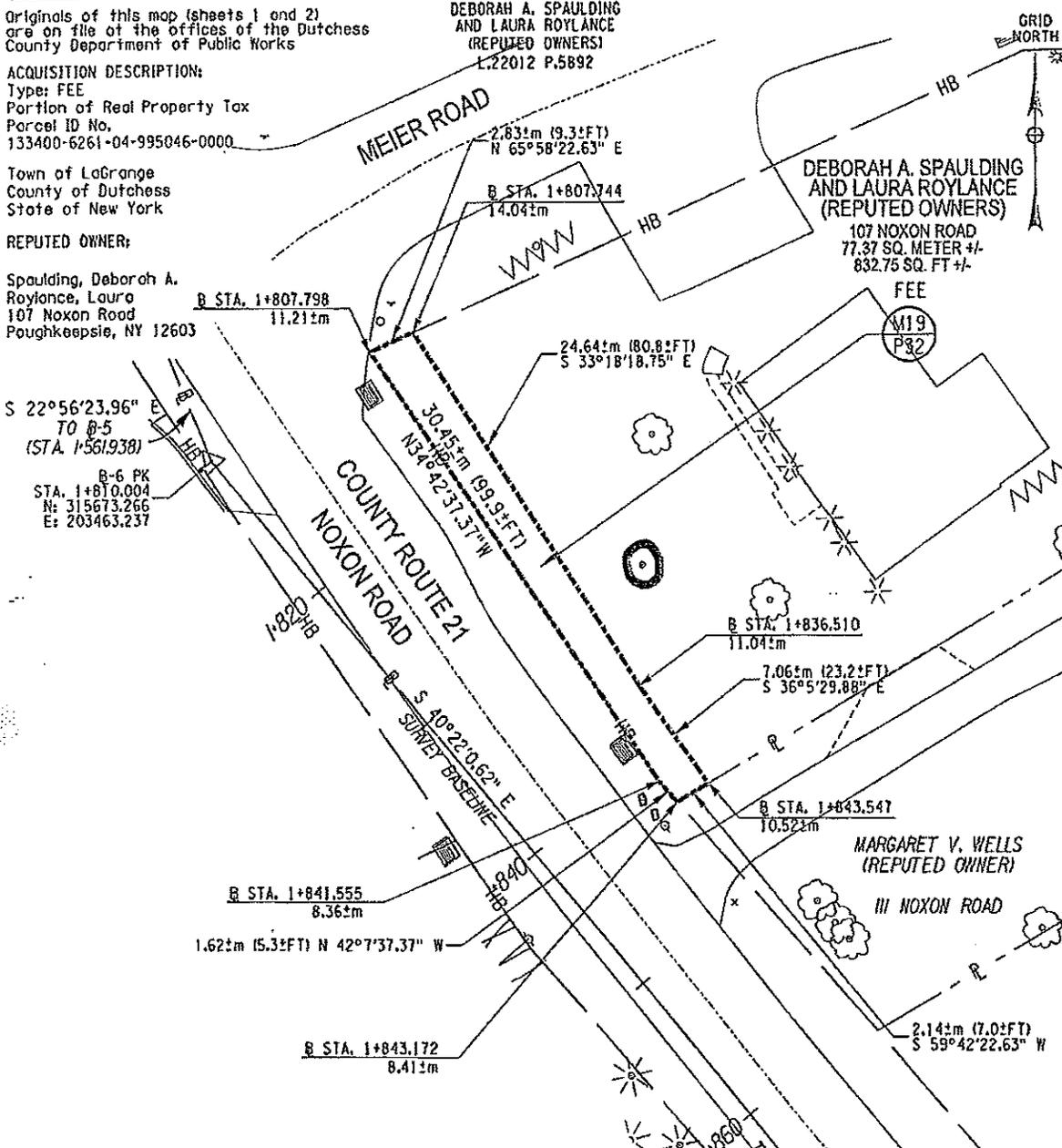
Town of LaGrange
 County of Dutchess
 State of New York

REPUTED OWNER:

Spaulding, Deborah A.
 Roylance, Laura
 107 Noxon Road
 Poughkeepsie, NY 12603

DEBORAH A. SPAULDING
 AND LAURA ROYLANCE
 (REPUTED OWNERS)
 L.22012 P.5892

DEBORAH A. SPAULDING
 AND LAURA ROYLANCE
 (REPUTED OWNERS)
 107 NOXON ROAD
 77.37 SQ. METER +/-
 832.75 SQ. FT +/-



S $22^{\circ}56'23.96'' E$
 TO B-5
 (STA. 1+561.938)
 B-6 PK
 STA. 1+810.004
 N: 315673.266
 E: 203463.237

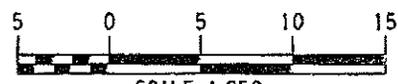
B STA. 1+841.555
 8.36m
 1.62m (5.3ft) N $42^{\circ}7'37.37'' W$

B STA. 1+836.510
 11.04m
 7.06m (23.2ft)
 S $36^{\circ}5'29.88'' E$

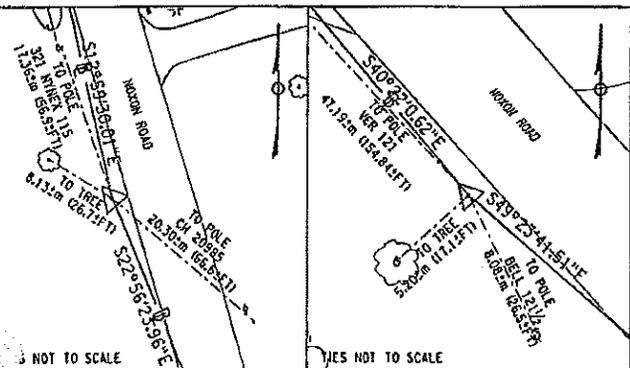
B STA. 1+843.547
 10.52m

B STA. 1+843.172
 8.41m

MARGARET V. WELLS
 (REPUTED OWNER)
 III NOXON ROAD
 2.14m (7.0ft)
 S $59^{\circ}42'22.63'' W$



SCALE 1:250
 ONE METER EQUALS 3.280833333 FEET.
 ONE SQUARE METER EQUALS 10.7638673611 SQUARE FEET.



B STA. 1+561.938 B-05 PK NAIL	B STA. 1+973.768 B-07 SPK
N: 315901.713m E: 203366.550m	N: 315548.492m E: 203569.304m

4/29/13
 MAP NUMBER 19 ~~9/20/12~~
 REVISED DATE 9/6/11 ~~8/21/12~~
 DATE PREPARED 6/9/11



'EXHIBIT A'
 COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS

REHABILITATION OF NOXON ROAD
 NY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

MAP NO. 19

PARCEL NO. 32

SHEET 2 OF 2

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

PARCEL NO. 32 A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED AND THE ADJACENT SIDE SLOPE WILL BE GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE, INSTALLATION OF NEW CLOSED DRAINAGE, AND THE INTERSECTION OF NOXON ROAD AND MEIER ROAD WILL BE REHABILITATED WITH NEW PAVEMENT AND CURBING; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF DEBORAH A. SPAULDING AND LAURA ROYLANCE (REPUTED OWNERS) TO THE NORTH AND OF LANDS OF MARGARET V. WELLS (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 8.41±m MEASURED AT RIGHT ANGLES FROM STATION 1+843.172± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 42°7'37.37" WEST A DISTANCE OF 1.62±m(5.3±FT) TO A POINT, SAID POINT BEING DISTANT 8.36±m MEASURED AT RIGHT ANGLES FROM STATION 1+841.555± OF SAID BASELINE; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 34°42'37.37" WEST A DISTANCE OF 30.45±m(99.9±FT) TO A POINT, SAID POINT BEING AT THE SOUTHERLY BOUNDARY OF MEIER ROAD, SAID POINT ALSO BEING DISTANT 11.21±m MEASURED AT RIGHT ANGLES FROM STATION 1+807.798± OF SAID BASELINE; THENCE ALONG SAID BOUNDARY NORTH 65°58'22.63" EAST A DISTANCE OF 2.83±m(9.3±FT) TO A POINT, SAID POINT BEING DISTANT 14.04±m MEASURED AT RIGHT ANGLES FROM STATION 1+807.744± OF SAID BASELINE; THENCE THROUGH THE LANDS OF DEBORAH A. SPAULDING AND LAURA ROYLANCE (REPUTED OWNERS) SOUTH 33°18'18.75" EAST A DISTANCE OF 24.64±m(80.8±FT) TO A POINT, SAID POINT BEING DISTANT 11.04±m MEASURED AT RIGHT ANGLES FROM STATION 1+836.510± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 36°5'29.88" EAST A DISTANCE OF 7.06±m(23.2±FT) TO A POINT, SAID POINT BEING AT THE DIVISION LINE OF LANDS OF DEBORAH A. SPAULDING AND LAURA ROYLANCE (REPUTED OWNERS) TO THE NORTH AND OF LANDS OF MARGARET V. WELLS (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 10.52±m MEASURED AT RIGHT ANGLES FROM STATION 1+843.547± OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 59°42'22.63" WEST A DISTANCE OF 2.14±m(7.0±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 77.37± SQUARE METERS (832.75± SQUARE FEET) MORE OR LESS.

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

BEGINNING AT STATION 1+561.938 THENCE SOUTH 22°56'23.96" EAST TO STATION 1+810.004, THENCE SOUTH 40°22'0.62" EAST TO STATION 1+973.768; ALL BEARINGS REFERRED TO GRID NORTH NEW YORK STATE PLANE EAST ZONE.

4/29/13

MAP NUMBER 19 ~~9/20/12~~

REVISED DATE ~~9/6/11~~ 8/21/12

DATE PREPARED 6/9/11

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

Date May 3 2013

Robert H. Balkind

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

Recommended by:

Date May 1 2013

Gregory V. Bentley

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 4/29 2013



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

WSP- SELLS
 555 PLEASANTVILLE ROAD
 BRIARCLIFF MANOR, NY 10510

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 22 - Town of Beekman	Hutchings (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

2013226 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM DEBORAH A. SPAULDING AND LAURA ROYLANCE

Date: August 8, 2013

Roll Call Sheets

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

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

2013226 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM DEBORAH A. SPAULDING AND LAURA ROYLANCE

Date: August 12, 2013

RESOLUTION NO. 2013227

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21)

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

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002, Resolution No. 206149 adopted on June 12, 2006, and Resolution No. 2011271 adopted on November 9, 2011 by the Dutchess County Legislature approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering, right-of-way incidental and right-of-way acquisition costs, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the additional preliminary engineering work for the Project or portions thereof, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project, and it is further

RESOLVED, that the sum of \$78,000 (\$971,700 minus previously authorized amount of \$893,700) is hereby appropriated and made available to cover the cost of participation in the above phase of the Project, and it is further

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

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced project and providing for the administration of the Project and

the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible project costs and all project costs within appropriations therefore that are not so eligible, and it is further

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

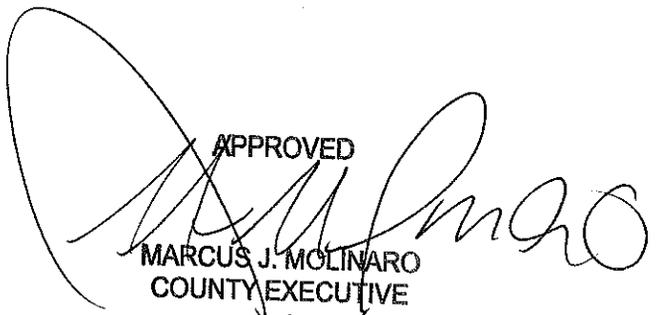
RESOLVED, that this resolution shall take effect immediately.

CA-141-13

ca/C-6170

7/12/13

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/10/13

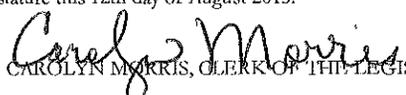
STATE OF NEW YORK

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 12th day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 78,000

Total Current Year Revenue \$ 74,100
and Source

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

Identify Line Items(s):
H0290.5110.3250

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$3,900
Over Five Years: _____

Additional Comments/Explanation:

This F.I.S. is related to the Resolution Request to accept the Supplemental Agreement # 3 for Preliminary Engineering/Final Design funds from NYSDOT for PIN 8755.41 Noxon Rd. (CR 21): RT 55 to Titusville Rd. (CR 49)

Prepared by: Rosanne M. Hall, Contract Specialist

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 24 0
 Yes No
 Abstentions: 0

2013227 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21)

Date: August 12, 2013

RESOLUTION NO. 2013228

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND A PERMANENT EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM HENRY G. PAGE JR.

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

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

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

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property and a permanent easement of a portion of property presently owned by Henry G. Page Jr., and

WHEREAS, the acquisition in fee is a portion of parcel number 133400-6261-04-971161-0000, described as 300.54± square meters (3,234.97± square feet) more or less as shown on Map No. 4, Parcel No. 4, copy is annexed hereto, and

WHEREAS, the acquisition of a permanent easement is a portion of parcel number 133400-6261-04-971161-0000, described as 436.21± square meters (4,695.33± square feet) more or less as shown on Map No. 4, Parcel No. 5, copy is annexed hereto, and

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

WHEREAS, the Acting Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$5,070.00 plus up to \$450 for related expenses, and that the subject property, Permanent Easement, be purchased for the sum of \$6,630.00, and that the terms and conditions of the Agreements be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deeds to the aforementioned land, which shall include the terms and conditions of the Agreements to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$5,070.00 for Fee Acquisition and \$6,630.00 for Permanent Easement, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

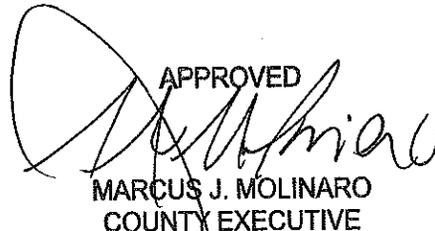
RESOLVED, that the terms and conditions of the aforementioned Agreements to Purchase Real Property (Fee Acquisition and Permanent Easement) be carried out by the Dutchess County Department of Public Works.

CA-144-13

CAB/ca/R-0907-O

7/23/13

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/10/2013

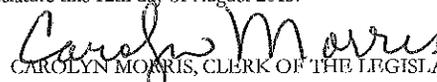
STATE OF NEW YORK

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 12,150

Total Current Year Revenue \$ 11,543
and Source

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

Identify Line Items(s):
H0290 5110 3009 (3008)

Related Expenses: Amount \$ 450

Nature/Reason:

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

Anticipated Savings to County: \$11,543

Net County Cost (this year): \$607
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement pertains to accompanying resolution request form for the authorization to acquire additional right of way for a consideration of \$11,700, identified on Map 4 Parcels 4 & 5, for the project identified as PIN 8755.41 Rehabilitation of CR 21(Noxon Road), NYS 55 to CR 49 (Tilusville Road), Town of Lagrange.

Related expenses are included in the Total Current Year Costs.

Prepared by: Matthew W. Davls

2925

Purchased

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)
PIN: 8755.41 Map: 4 Parcel: 4

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

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to a 300.54± Square Meter (3234.97± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a correction deed dated March 25, 2009, and recorded on March 31, 2009 in Liber 22009 at Page 1444(as Document #0220091444) in the Office of the County Clerk for Dutchess County, New York with the address 38 Firemens Way (Re. Tax map No. 133400-6261-04-971161-0000),and being the same lauds designated as Map 4, Parcel 4 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is Five Thousand Seventy Dollars (\$5,070.00). 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 June 5, 2013.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. **Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.**
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the fee simple acquisition of the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest, and penalties; rent payments; current common charges or assessments.

9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. ENTIRE AGREEMENT. This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be approved by the Dutchess County Legislature and executed by the Dutchess County Executive in order for it to be binding on the parties.
11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this fee acquisition as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41; Including, but not limited to the following: The shoulder of Noxon Road will be widened and a drainage ditch will be installed.

IN WITNESS WHEREOF, on this 15 day of July, 2013, the parties have entered into this Agreement.

Seller: Henry G. Page, Jr.
Representative: XXX

By: [Signature]
Henry G. Page Jr
 Printed Name
owner
 Title

By: _____

 Printed Name

 Title

Witness: [Signature]

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____
 Marcus J. Molinaro
 County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Carol A. Bogle
 Sr. Asst. County Attorney

[Signature]
 Gregory V. Bentley, P.E.
 Director of Engineering



REHABILITATION OF NOXON ROAD
NY ROUTE 55 TO TITUSVILLE ROAD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIK 6765.41

MAP NO. 4
PARCEL NO. 4, 5
SHEET 1 OF 3

Originals of this map (sheets 1 to 3)
are on file at the offices of the Dutchess
County Department of Public Works

HENRY G. PAGE, JR.
(REPUTED OWNER)
L.22003 P.1444

ACQUISITION DESCRIPTION:
Types: FEE, PE
Portion of Real Property Tax
Parcel ID No.
133400-6261-04-971161-0000

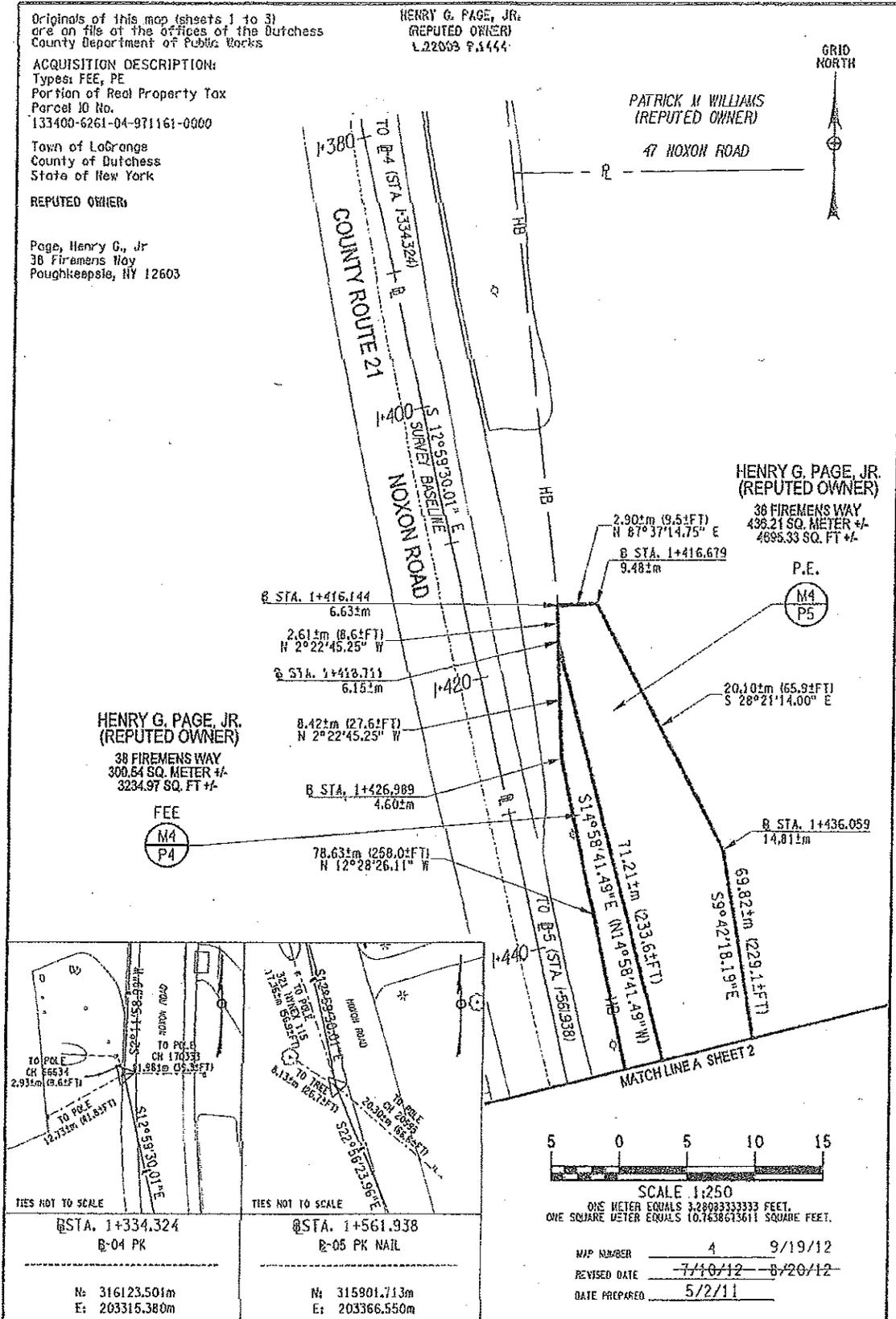
Town of LoGrange
County of Dutchess
State of New York

REPUTED OWNER:

Page, Henry G., Jr
38 Firemens Way
Poughkeepsie, NY 12603

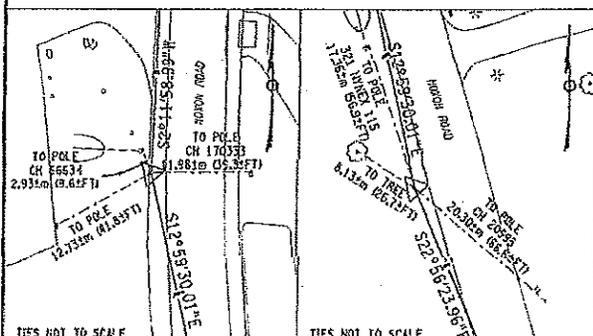
PATRICK M WILLIAMS
(REPUTED OWNER)
47 NOXON ROAD

GRID
NORTH



HENRY G. PAGE, JR.
(REPUTED OWNER)
38 FIREMENS WAY
300.64 SQ. METER +/-
3234.97 SQ. FT +/-

HENRY G. PAGE, JR.
(REPUTED OWNER)
38 FIREMENS WAY
436.21 SQ. METER +/-
4699.33 SQ. FT +/-



<p>TIES NOT TO SCALE</p> <p>B STA. 1+334.324 B-04 PK</p> <p>N: 316123.501m E: 203315.380m</p>	<p>TIES NOT TO SCALE</p> <p>B STA. 1+561.938 B-05 PK NAIL</p> <p>N: 315901.713m E: 203366.550m</p>
---	--

MAP NUMBER 4 9/19/12
REVISED DATE 7/10/12 8/20/12
DATE PREPARED 5/2/11



REHABILITATION OF NOXON ROAD
NY ROUTE 21 TO TITUSVILLE ROAD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PK# 6755.41

MAP NO. 4
PARCEL NO. 4, 5
SHEET 3 OF 3

Map of property which the Commissioner of Public Works deems necessary to be acquired by appropriation in the name of the People of the County of Dutchess in fee acquisition and permanent easement, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 116 of the Highway Law and the Eminent Domain Procedure Law.

PARCEL NO. 4 A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED AND A DRAINAGE DITCH WILL BE INSTALLED; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 4.60±m MEASURED AT RIGHT ANGLES FROM STATION 1+426.989± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 2°22'45.25" WEST A DISTANCE OF 8.42±m (27.6±FT) TO A POINT, SAID POINT BEING DISTANT 6.15±m MEASURED AT RIGHT ANGLES FROM STATION 1+418.711± OF SAID BASELINE; THENCE THROUGH LANDS OF HENRY G PAGE JR (REPUTED OWNER) SOUTH 14°58'41.49" EAST A DISTANCE OF 71.21±m (233.6±FT) TO A POINT, SAID POINT BEING DISTANT 8.62±m MEASURED AT RIGHT ANGLES FROM STATION 1+489.875± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 20°49'50.34" EAST A DISTANCE OF 16.04±m (52.6±FT) TO A POINT ON THE DIVISION LINE OF LANDS OF GARY E & CHRISTINE J KILLMER (REPUTED OWNERS) TO THE SOUTH AND OF LANDS OF HENRY G PAGE JR (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 10.80±m MEASURED AT RIGHT ANGLES FROM STATION 1+505.762± OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 78°15'0.62" WEST A DISTANCE OF 6.92±m (22.7±FT) TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 3.89±m MEASURED AT RIGHT ANGLES FROM STATION 1+505.612± OF SAID BASELINE; THENCE ALONG SAID BOUNDARY NORTH 12°28'26.11" WEST A DISTANCE OF 78.63±m (258.0±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 300.54± SQUARE METERS (3234.97± SQUARE FEET) MORE OR LESS.

PARCEL NO. 5 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE CLEARING AND GRADING OF A SIDE SLOPE TO MEET EXISTING GROUND AND SEEDING TO RE-ESTABLISH A GRASS SURFACE AND/OR PLACEMENT OF SLOPE STABILIZATION MEASURES, AND CONTINUED MAINTENANCE IN CONNECTION WITH THE SLOPE INCLUDING FUTURE GRADING, LANDSCAPING, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD) SAID POINT BEING DISTANT 6.15±m MEASURED AT RIGHT ANGLES FROM STATION 1+418.711± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 2°22'45.25" WEST A DISTANCE OF 2.61±m (8.6±FT) TO A POINT, SAID POINT BEING DISTANT 6.63±m MEASURED AT RIGHT ANGLES FROM STATION 1+416.144± OF SAID BASELINE; THENCE THROUGH LANDS OF HENRY G PAGE JR (REPUTED OWNER) NORTH 87°37'14.75" EAST A DISTANCE OF 2.90±m (9.5±FT) TO A POINT, SAID POINT BEING DISTANT 9.48±m MEASURED AT RIGHT ANGLES FROM STATION 1+416.679± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 28°21'14.00" EAST A DISTANCE OF 20.10±m (65.9±FT) TO A POINT, SAID POINT BEING DISTANT 14.81±m MEASURED AT RIGHT ANGLES FROM STATION 1+436.059± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 9°42'18.19" EAST A DISTANCE OF 65.82±m (215.1±FT) TO A POINT ON THE DIVISION LINE OF LANDS OF GARY E & CHRISTINE J KILLMER (REPUTED OWNERS) TO THE SOUTH AND OF LANDS OF HENRY G PAGE JR (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 10.80±m MEASURED AT RIGHT ANGLES FROM STATION 1+505.762± OF SAID BASELINE; THENCE THROUGH LANDS OF HENRY G PAGE JR (REPUTED OWNER) NORTH 20°49'50.34" WEST A DISTANCE OF 16.04±m (52.6±FT) TO A POINT, SAID POINT BEING DISTANT 8.62±m MEASURED AT RIGHT ANGLES FROM STATION 1+489.875± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 14°58'41.49" WEST A DISTANCE OF 71.21±m (233.6±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 436.21± SQUARE METERS (4695.33± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 5, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 1+334.324 THENCE SOUTH 12°59'30.01" EAST TO STATION 1+561.938; ALL BEARINGS REFERRED TO GRID NORTH NEW YORK STATE PLANE EAST ZONE.

MAP NUMBER 4 9/19/12
REVISED DATE 7/10/12 8/20/12
DATE PREPARED 5/2/11

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

Date _____ 20 ____

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

Recommended by:

Date _____ 20 ____

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 _____ 20 ____

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

NSP- SELLS
555 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Partial Release

KNOW ALL MEN BY THESE PRESENTS

That Mahopac National Bank, with its offices located at Wappingers Falls NY, being the holder of a certain Mortgage dated March 25, 2009 made by Henry G. Page, Jr. residing at 66 Farmers Way High Kee Pkwy to Mahopac National Bank, in the principal sum of eight hundred thirty thousand (\$830,000) and recorded on March 31, 2009 in the clerk's office as document 01-2009-2529 in the office of the Clerk of Dutchess County.

In consideration of One Dollar (\$1.00) and other valuable consideration to it paid, does hereby release from the lien of said mortgage, that portion of the premises covered by the said mortgage, which is described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, being more particularly bounded and described as is set forth on schedule A annexed hereto and made a part hereof.

Subject to restrictions, restrictive covenants, easements and/or agreements of record, if any.

Retaining and Holding the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions, which continues to be a lien under the above-referred mortgage

IN WITNESS WHEREOF, said Mahopac National Bank has caused these presents to be signed by its duly authorized Vice President this 2nd day of July 2013.

WITNESS:

Julie Hobson

Mahopac National Bank

By: [Signature]
Its: Vice President

State of New York

County of Dutchess

On this 2nd day of July 2013, before me personally came Timothy Every

To me known to me or proved 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, person or corporation or entity on behalf which the individual acted, executed the instrument.

[Signature]
JULIA V. GERKHARDT
Notary Public NOTARY PUBLIC - State of New York
No. 01GE6138826
Qualified in Westchester County
Commission Expires Dec. 27, 2013

Easement

AGREEMENT TO PURCHASE REAL PROPERTY
(PERMANENT EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)
PIN: 8755.41 Map: 4 Parcel: 5

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

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a permanent easement to a 436.21± Square Meter (4695.33± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a correction deed dated March 25, 2009, and recorded on March 31, 2009 in Liber 22009 at Page 1444 (as Document #0220091444) in the Office of the County Clerk for Dutchess County, New York with the address 38 Firemens Way (Re. Tax map No. 133400-6261-04-971161-0000), and being the same lands designated as Map 4, Parcel 5 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
3. **PURCHASE PRICE.** The total purchase price is Six Thousand Six Hundred Thirty Dollars (\$6,630). This price includes the acquisition of the above real property in permanent easement as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about June 5, 2013.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid *marketable title* in connection with the permanent easement on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

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

IN WITNESS WHEREOF, on this 15 day of July, 2013, the parties have entered into this Agreement.

Seller: Henry G. Page, Jr.
 Representative: XXX

By: [Signature]
X Henry G. Page Jr
 Printed Name
owner
 Title

By: _____

 Printed Name

 Title

Witness: X Kara Page

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____
 Marcus J. Molinaro
 County Executive

APPROVED AS TO FORM:

 Carol A. Bogle
 Sr. Asst. County Attorney

APPROVED AS TO CONTENT:

[Signature]
 Gregory V. Bentley, P.E.
 Director of Engineering

Partial Release

KNOW ALL MEN BY THESE PRESENTS

That Mahopac National Bank, with its offices located at Wappingers Falls NY, being the holder of a certain Mortgage dated March 25, 2009 made by Henry G. Page, Jr. residing at 66 Freeman's Ln NY Poughkeepsie NY to Mahopac National Bank, in the principal sum of eight hundred thirty thousand (\$830,000) and recorded on March 31, 2009 in the clerk's office as document 01-2009-2529 in the office of the Clerk of Dutchess County.

In consideration of One Dollar (\$1.00) and other valuable consideration to it paid, does hereby release from the lien of said mortgage, that portion of the premises covered by the said mortgage, which is described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, being more particularly bounded and described as is set forth on schedule A annexed hereto and made a part hereof.

Subject to restrictions, restrictive covenants, easements and/or agreements of record, if any.

Retaining and Holding the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions, which continues to be a lien under the above-referred mortgage

IN WITNESS WHEREOF, said Mahopac National Bank has caused these presents to be signed by its duly authorized Vice President this 2nd day of July 2013.

WITNESS:

Julie Holson

Mahopac National Bank

By: [Signature]

Its: Vice President

State of New York

County of Dutchess

On this 2nd day of July 2013, before me personally came Timothy Every

To me known to me or proved 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, person or corporation or entity on behalf which the individual acted, executed the Instrument.

[Signature]

JULIA V. GERKHARDT
Notary Public - State of New York
No. 01GE6138826
Qualified in Westchester County
Commission Expires Dec. 27, 2013



REHABILITATION OF NOXON ROAD
 NY ROUTE 55 TO TIVUSVILLE ROAD

'EXHIBIT A'
 COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS

PNR 6765.41

MAP NO. 4
 PARCEL NO. 4, 5
 SHEET 1 OF 3

Originals of this map (sheets 1 to 3)
 are on file at the offices of the Dutchess
 County Department of Public Works.

HENRY G. PAGE, JR.
 (REPUTED OWNER)
 L22009 P.1444

ACQUISITION DESCRIPTION:
 Types: FEE, PE
 Portion of Real Property Tax
 Parcel ID No.
 133400-6261-04-971161-0000

Town of LaGrange
 County of Dutchess
 State of New York

REPUTED OWNER:

Page, Henry G., Jr
 38 Firemens Way
 Poughkeepsie, NY 12603

GRID
 NORTH

PATRICK M WILLIAMS
 (REPUTED OWNER)

47 NOXON ROAD

1+380
 TO B+ (STA 1+334.324)
 COUNTY ROUTE 21
 1+400
 S 12°59'30.01" E 1
 SURVEY BASELINE
 NOXON ROAD

HENRY G. PAGE, JR.
 (REPUTED OWNER)

38 FIREMENS WAY
 436.21 SQ. METER +/-
 4695.33 SQ. FT +/-

HENRY G. PAGE, JR.
 (REPUTED OWNER)

38 FIREMENS WAY
 300.54 SQ. METER +/-
 3234.97 SQ. FT +/-

FEE
 M4
 P4

P.E.
 M4
 P5

B STA. 1+416.144
 6.631m

2.611m (8.61FT)
 N 2°22'45.25" W

B STA. 1+418.311
 6.151m

B STA. 1+426.989
 4.602m

78.631m (258.01FT)
 N 12°28'26.11" W

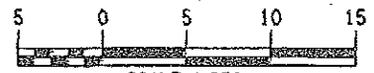
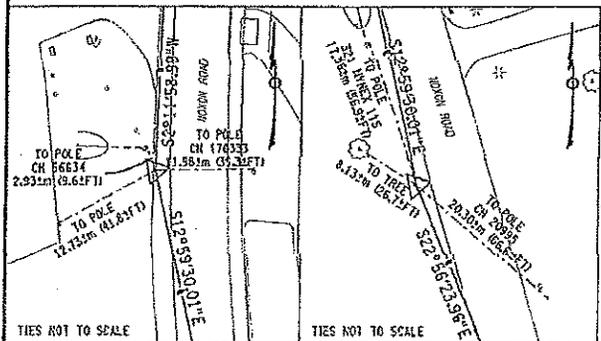
2.901m (9.51FT)
 N 87°37'14.75" E
 B STA. 1+416.679
 9.481m

20.101m (65.91FT)
 S 28°21'14.00" E

B STA. 1+436.059
 14.811m

69.821m (229.11FT)
 S 9°42'18.19" E

11.211m (36.76FT)
 S 14°58'41.49" W
 TO B+ (STA 1+501.938)



SCALE 1:250
 ONE METER EQUALS 3.2808333333 FEET.
 ONE SQUARE METER EQUALS 10.7638673611 SQUARE FEET.

@STA. 1+334.324 Q-04 PK N: 316123.501m E: 203315.380m	@STA. 1+561.938 Q-05 PK NAIL N: 315901.713m E: 203366.550m
--	---

MAP NUMBER 4 9/19/12
 REVISED DATE 7/10/12 07/20/12
 DATE PREPARED 5/2/11



REHABILITATION OF NOXON ROAD
BY ROUTE 55 TO TITUSVILLE ROAD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PK 6755-11

MAP NO. 4
PARCEL NO. 4, 5
SHEET 3 OF 3

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

PARCEL NO. 4 A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED AND A DRAINAGE DITCH WILL BE INSTALLED; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 4.60±m MEASURED AT RIGHT ANGLES FROM STATION 1+426.989± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 2°22'45.25" WEST A DISTANCE OF 8.42±m (27.6±FT) TO A POINT, SAID POINT BEING DISTANT 6.15±m MEASURED AT RIGHT ANGLES FROM STATION 1+418.711± OF SAID BASELINE; THENCE THROUGH LANDS OF HENRY G PAGE JR (REPUTED OWNER) SOUTH 14°58'41.49" EAST A DISTANCE OF 71.21±m (233.6±FT) TO A POINT, SAID POINT BEING DISTANT 8.62±m MEASURED AT RIGHT ANGLES FROM STATION 1+489.875± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 20°49'50.34" EAST A DISTANCE OF 16.04±m (52.6±FT) TO A POINT ON THE DIVISION LINE OF LANDS OF GARY E & CHRISTINE J KILLMER (REPUTED OWNERS) TO THE SOUTH AND OF LANDS OF HENRY G PAGE JR (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 10.80±m MEASURED AT RIGHT ANGLES FROM STATION 1+505.762± OF SAID BASELINE; THENCE ALONG SAID DIVISION LINE SOUTH 79°15'0.62" WEST A DISTANCE OF 6.92±m (22.7±FT) TO A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING DISTANT 3.89±m MEASURED AT RIGHT ANGLES FROM STATION 1+505.612± OF SAID BASELINE; THENCE ALONG SAID BOUNDARY NORTH 12°28'26.11" WEST A DISTANCE OF 78.63±m (258.0±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 306.54± SQUARE METERS (3234.97± SQUARE FEET) MORE OR LESS.

PARCEL NO. 5 A PERMANENT EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE CLEARING AND GRADING OF A SIDE SLOPE TO MEET EXISTING GROUND AND SEEDING TO RE-ESTABLISH A GRASS SURFACE AND/OR PLACEMENT OF SLOPE STABILIZATION MEASURES, AND CONTINUED MAINTENANCE IN CONNECTION WITH THE SLOPE INCLUDING FUTURE GRADING, LANDSCAPING, EQUIPMENT AND MACHINERY ACCESS AND THE PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD) SAID POINT BEING DISTANT 6.15±m MEASURED AT RIGHT ANGLES FROM STATION 1+418.711± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID BOUNDARY NORTH 2°22'45.25" WEST A DISTANCE OF 2.61±m (8.6±FT) TO A POINT, SAID POINT BEING DISTANT 6.63±m MEASURED AT RIGHT ANGLES FROM STATION 1+416.144± OF SAID BASELINE; THENCE THROUGH LANDS OF HENRY G PAGE JR (REPUTED OWNER) NORTH 87°37'14.75" EAST A DISTANCE OF 2.90±m (9.5±FT) TO A POINT, SAID POINT BEING DISTANT 9.48±m MEASURED AT RIGHT ANGLES FROM STATION 1+416.679± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 28°21'14.00" EAST A DISTANCE OF 20.10±m (65.9±FT) TO A POINT, SAID POINT BEING DISTANT 14.81±m MEASURED AT RIGHT ANGLES FROM STATION 1+436.059± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 9°42'18.19" EAST A DISTANCE OF 69.82±m (229.1±FT) TO A POINT ON THE DIVISION LINE OF LANDS OF GARY E & CHRISTINE J KILLMER (REPUTED OWNERS) TO THE SOUTH AND OF LANDS OF HENRY G PAGE JR (REPUTED OWNER) TO THE NORTH, SAID POINT BEING DISTANT 10.80±m MEASURED AT RIGHT ANGLES FROM STATION 1+505.762± OF SAID BASELINE; THENCE THROUGH LANDS OF HENRY G PAGE JR (REPUTED OWNER) NORTH 20°49'50.34" WEST A DISTANCE OF 16.04±m (52.6±FT) TO A POINT, SAID POINT BEING DISTANT 8.62±m MEASURED AT RIGHT ANGLES FROM STATION 1+489.875± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 14°58'41.49" WEST A DISTANCE OF 71.21±m (233.6±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 436.21± SQUARE METERS (4695.33± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 5, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 1+334.32±, THENCE SOUTH 12°59'30.01" EAST TO STATION 1+561.938; ALL BEARINGS REFERRED TO GRID NORTH NEW YORK STATE PLANE EAST ZONE.

MAP NUMBER 4 9/19/12
REVISED DATE 7/10/12 8/20/12
DATE PREPARED 5/2/11

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

Date _____ 20 _____

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

Recommended by:

Date _____ 20 _____

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 _____ 20 _____

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

NSP- SELLS
555 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 22 - Town of Beekman	Hutchings (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

2013228 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND A PERMANENT EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM HENRY G. PAGE JR.

Date: August 8, 2013

Roll Call Sheets

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

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

2013228 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND A PERMANENT EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM HENRY G. PAGE JR.

Date: August 12, 2013

RESOLUTION NO. 2013229

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND A TEMPORARY EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM JEAN A. SIMONE

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

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

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

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property and a temporary easement of a portion of property presently owned by Jean A. Simone, and

WHEREAS, the acquisition in fee is a portion of parcel number 133400-6360-01-199681-0000, described as 134.48± square meters (1,447.57± square feet) more or less as shown on Map No. 40, Parcel No. 79, copy is annexed hereto, and

WHEREAS, the acquisition of a temporary easement is a portion of parcel number 133400-6360-01-199681-0000, described as 82.33± square meters (886.14± square feet) more or less as shown on Map No. 40, Parcel No. 80, copy is annexed hereto, and

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

WHEREAS, the Acting Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of \$6,570.00 plus up to \$450 for related expenses, and that the subject property, Temporary Easement, be purchased for the sum of \$770.00, and that the terms and conditions of the Agreements be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deeds to the aforementioned land, which shall include the terms and conditions of the Agreements to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$6,570.00 for Fee Acquisition and \$770.00 for Temporary Easement, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

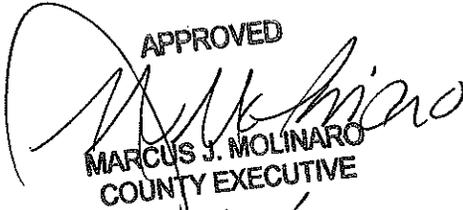
RESOLVED, that the terms and conditions of the aforementioned Agreements to Purchase Real Property (Fee Acquisition and Temporary Easement) be carried out by the Dutchess County Department of Public Works.

CA-143-13

CAB/ca/R-0907-OO

7/23/13

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/12/2013

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 7,790

Total Current Year Revenue \$ 7,401
and Source

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

Identify Line Items(s):
H0290 5110 3009 (3007)

Related Expenses: Amount \$ 450

Nature/Reason:

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

Anticipated Savings to County: \$ 7,401

Net County Cost (this year): \$ 390
Over Five Years: _____

Additional Comments/Explanation:

This Fiscal Impact Statement pertains to accompanying resolution request form for the authorization to acquire additional right of way for a consideration of \$7,340, identified on Map 40 Parcels 79 & 80, for the project identified as PIN 8755.41 Rehabilitation of CR 21 (Noxon Road), NYS 55 to CR 49 (Titusville Road), Town of Lagrange.

Related expenses are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis 2925 _____

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)
PIN: 8755.41 Map: 40 Parcel: 79

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

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to a 134.48± Square Meter (1447.57± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated February 23, 2000, and recorded on February 24, 2000 in Liber 22000 at Page 1737(as Document #0220001737) in the Office of the County Clerk for Dutchess County, New York with the address 267 Noxon Road (Re. Tax map No. 133400-6360-01-199681-0000), and being the same lands designated as Map 40, Parcel 79 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: The following are being removed: 1,280.92 sq. ft of lawn; 259.41 sq. ft. of driveway material; 38 square feet of stone wall; miscellaneous small shrubs. A 17" diameter tree is being removed and replaced in kind, as well as the removal and replacement of the 10' diameter stone planter.
3. **PURCHASE PRICE.** The total purchase price is SIX THOUSAND FIVE HUNDRED SEVENTY Dollars (\$6,570.00). 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 July 15, 2013.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the fee simple acquisition of the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal

year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

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

IN WITNESS WHEREOF, on this 26th day of June, 2013, the parties have entered into this Agreement.

Seller: Jean A. Simone
Representative: XXX

By: Jean A. Simone

By: _____

Jean A. Simone Massarone

Printed Name

Printed Name

OWNER

Title

Title

Witness: [Signature]

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____

Marcus J. Molinaro
County Executive

APPROVED AS TO FORM:

Carol A. Bogle
Sr. Asst. County Attorney

APPROVED AS TO CONTENT:

[Signature]
Gregory W. Bentley, P.E.
Director of Engineering

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS

THAT Hudson Valley Federal Credit Union, with its offices located at 159 BARNEGAT RD, POUGHKEEPSIE, NY 12601, being the holder of a certain Mortgage dated May 28, 2009 made by Jean A. Simone, residing at 267 Noxon Road, Poughkeepsie, NY 12603, to the Hudson Valley Federal Credit Union, in the principal sum of One Hundred Sixty Eight Thousand Two Hundred Dollars and 00/100ths (\$168,200.00) and recorded on June 2, 2009 in the clerk's office as document 01-2009-5192 in the office of the Clerk of Dutchess County.

IN consideration of One Dollar (\$1.00) and other valuable consideration to it paid, does hereby release from the lien of said mortgage, that portion of the premises covered by the said mortgage, which is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, being more particularly bounded and described as is set forth on Schedule A annexed hereto and made a part hereof.

SUBJECT to restrictions, restrictive covenants, easements and/or agreements of record, if any.

RETAINING AND HOLDING the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions, which continues to be a lien under the above-referred mortgage.

IN WITNESS WHEREOF, said Hudson Valley Federal Credit Union has caused these presents to be signed by its duly authorized MANAGER this 12TH day of JULY, 2013.

WITNESS:

Jean Messerance

Hudson Valley Federal Credit Union
By: [Signature]
Its: LOAN SERVICING MANAGER

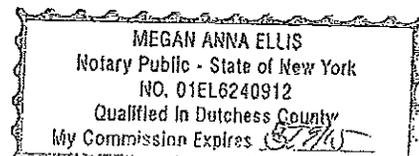
STATE OF NEW YORK

COUNTY OF DUTCHESS

On this 12TH day of JULY 2013, before me personally came JOYCE DEW
To me known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, person or corporation or entity on behalf which the individual acted, executed the instrument.

[Signature]

Notary Public





'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MAP NO. 40
 PARCEL NO. 79, 80
 SHEET 1 OF 2

REHABILITATION OF NOXON ROAD
 BY ROUTE 55 TO TITUSVILLE ROAD

PIN B755.41

Originals of this map (sheets 1 through 2)
 are on file at the offices of the Dutchess
 County Department of Public Works

JEAN A. SIMONE
 (REPUTED OWNER)
 L.22000 P.1737

DANILO MASSARONE
 AND MARIA MASSARONE
 (REPUTED OWNERS)

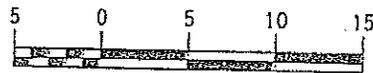
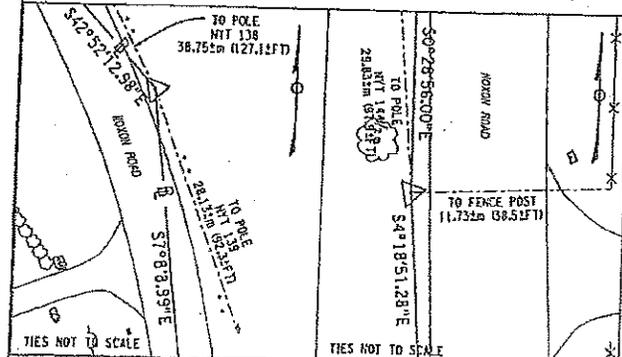
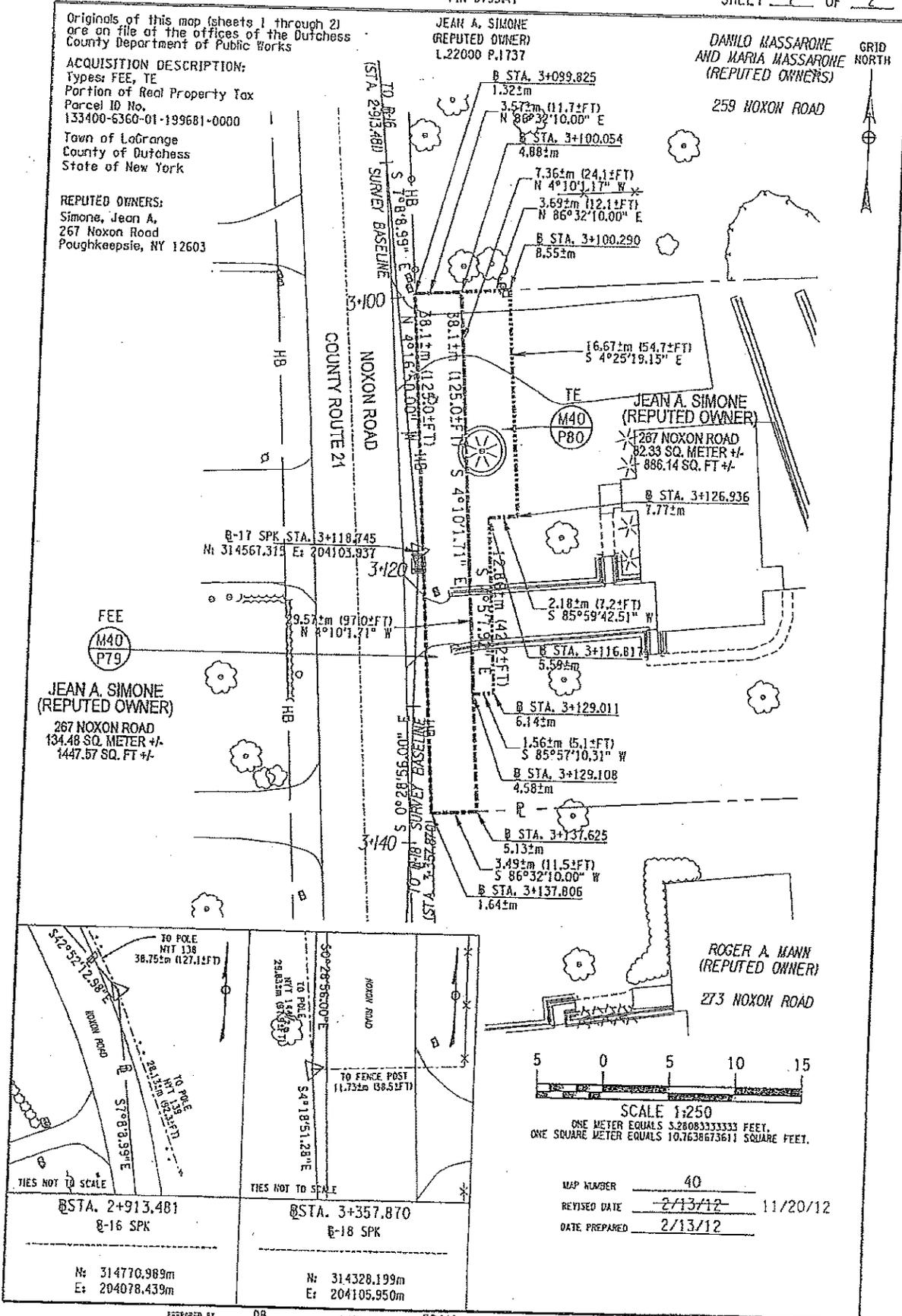
ACQUISITION DESCRIPTION:
 Types: FEE, TE
 Portion of Real Property Tax
 Parcel ID No.
 133400-6360-01-199681-0000
 Town of LaGrange
 County of Dutchess
 State of New York

REPUTED OWNERS:
 Simone, Jean A.
 267 Noxon Road
 Poughkeepsie, NY 12603

JEAN A. SIMONE
 (REPUTED OWNER)
 267 NOXON ROAD
 134.48 SQ. METER +/-
 1447.57 SQ. FT +/-

JEAN A. SIMONE
 (REPUTED OWNER)
 267 NOXON ROAD
 82.33 SQ. METER +/-
 886.14 SQ. FT +/-

ROGER A. MANN
 (REPUTED OWNER)
 273 NOXON ROAD



SCALE 1:250
 ONE METER EQUALS 3.280833333 FEET.
 ONE SQUARE METER EQUALS 10.763910417 SQUARE FEET.

@STA. 2+913.481 8-16 SPK N: 314770.989m E: 204078.439m	@STA. 3+357.870 8-18 SPK N: 314328.199m E: 204105.950m
---	---

MAP NUMBER 40
 REVISED DATE 2/13/12 11/20/12
 DATE PREPARED 2/13/12



'EXHIBIT A'
 COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS

REHABILITATION OF NOXON ROAD
 NY ROUTE 55 TO TITUSVILLE ROAD

PIN 8755.41

MAP NO. 40
 PARCEL NO. 79, 80
 SHEET 2 OF 2

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

PARCEL 79, A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED, A PORTION OF A CLOSED DRAINAGE SYSTEM WILL BE INSTALLED, AND THE ADJACENT SIDE SLOPE WILL BE CLEARED/GRUBBED AND GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF DANILO MASSARONE AND MARIA MASSARONE (REPUTED OWNERS) TO THE NORTH AND LANDS OF JEAN A. SIMONE (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 1.32m MEASURED AT RIGHT ANGLES FROM STATION 3+099.825 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 86°32'10.00" EAST A DISTANCE OF 3.57m (11.73FT) TO A POINT, SAID POINT BEING DISTANT 4.88m MEASURED AT RIGHT ANGLES FROM STATION 3+100.054 OF SAID BASELINE; THENCE CONTINUING THROUGH THE LANDS OF JEAN A. SIMONE (REPUTED OWNER) SOUTH 4°10'17.11" EAST A DISTANCE OF 38.1m (125.02FT) TO A POINT, SAID POINT BEING ON THE DIVISION LINE OF LANDS OF JEAN A. SIMONE (REPUTED OWNER) TO THE NORTH AND LANDS OF ROGER A. MANN (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 5.13m MEASURED AT RIGHT ANGLES FROM STATION 3+137.625 OF SAID BASELINE; THENCE CONTINUING ALONG SAID DIVISION LINE SOUTH 86°32'10.00" WEST A DISTANCE OF 3.49m (11.53FT) TO A POINT, SAID POINT ON THE FOREMENTIONED DIVISION LINE, SAID POINT ALSO ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); SAID POINT ALSO BEING DISTANT 1.64m MEASURED AT RIGHT ANGLES FROM STATION 3+137.806 OF SAID BASELINE; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 4°16'50.00" WEST A DISTANCE OF 38.1m (125.02FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 134.48± SQUARE METERS (1447.57± SQUARE FEET) MORE OR LESS.

PARCEL 80, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE REHABILITATION OF A DRIVEWAY TO MEET THE PROPOSED ROADWAY EDGE, AS WELL AS THE GRADING THE SIDE SLOPES OF THE DRIVEWAY AND COUNTY ROUTE 21 (NOXON ROAD) TO MEET THE EXISTING GROUND, CLEARING/GRUBBING ACTIVITIES, PLANTING OF A TREE AND REMOVAL/REPLACEMENT OF A DECORATIVE STONE WALL, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE DIVISION LINE OF LANDS OF DANILO MASSARONE AND MARIA MASSARONE (REPUTED OWNERS) TO THE NORTH AND LANDS OF JEAN A. SIMONE (REPUTED OWNER) TO THE SOUTH; SAID POINT BEING DISTANT 4.88m MEASURED AT RIGHT ANGLES FROM STATION 3+100.054 OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 86°32'10.00" EAST A DISTANCE OF 3.69m (12.13FT) TO A POINT, SAID POINT BEING DISTANT 8.55m MEASURED AT RIGHT ANGLES FROM STATION 3+100.290 OF SAID BASELINE; THENCE CONTINUING THROUGH THE LANDS OF JEAN A. SIMONE (REPUTED OWNER) SOUTH 4°25'19.15" EAST A DISTANCE OF 16.61m (54.72FT) TO A POINT, SAID POINT BEING DISTANT 7.77m MEASURED AT RIGHT ANGLES FROM STATION 3+126.936 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 85°59'42.51" WEST A DISTANCE OF 2.18m (7.23FT) TO A POINT, SAID POINT BEING DISTANT 5.59m MEASURED AT RIGHT ANGLES FROM STATION 3+116.817 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 4°5'7.92" EAST A DISTANCE OF 12.86m (42.18FT) TO A POINT, SAID POINT BEING DISTANT 6.14m MEASURED AT RIGHT ANGLES FROM STATION 3+129.011 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 85°57'10.31" WEST A DISTANCE OF 1.56m (5.13FT) TO A POINT, SAID POINT BEING DISTANT 4.58m MEASURED AT RIGHT ANGLES FROM STATION 3+129.108 OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 4°10'17.11" WEST A DISTANCE OF 29.57m (97.02FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 82.33± SQUARE METERS (886.14± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 80, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
 BEGINNING AT STATION 2+913.481 THENCE SOUTH 7°08'8.99" EAST TO STATION 3+118.745 THENCE SOUTH 0°28'56.00" EAST TO STATION 3+357.870.

MAP NUMBER 40
 REVISED DATE 2/13/12- 11/20/12
 DATE PREPARED 2/13/12

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

Date _____ 20____

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

Recommended by:

Date _____ 20____

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 _____ 20____

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

WSP- SELLS
 555 PLEASANTVILLE ROAD
 BRIARCLIFF MANOR, NY 10510

AGREEMENT TO PURCHASE REAL PROPERTY
(TEMPORARY EASEMENT)

Project: REHABILITATION OF NOXON ROAD (NYS ROUTE 55 TO TITUSVILLE ROAD)
PIN: 8755.41 Map: 40 Parcel: 80

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

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a temporary easement to a 82.33± Square Meter (886.14± Square Foot) parcel located on the East Side of CR 21, Noxon Road, in the Town of LaGrange, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated February 23, 2000, and recorded on February 24, 2000 in Liber 22000 at Page 1737(as Document 0220001737) in the Office of the County Clerk for Dutchess County, New York with the address 267 Noxon Road (Re. Tax map No. 133400-6360-01-199681-0000), and being the same lands designated as Map 40, Parcel 80 on exhibit "A" attached hereto.
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: None
3. **PURCHASE PRICE.** The total purchase price is SEVEN HUNDRED SEVENTY Dollars (\$770.00). This price includes the acquisition of the above real property in temporary easement as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about July 15, 2013
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
 - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
 - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the temporary easement on the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between the Seller and Buyer as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

9. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
10. ENTIRE AGREEMENT. This agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be executed by the Dutchess County Executive in order for it to be binding on the parties.
11. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.
12. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this temporary easement as a result of the Rehabilitation of Noxon Road Project, PIN 8755.41: Work area in connection with the rehabilitation of a driveway to meet the proposed roadway edge, as well as the grading the side slopes of the driveway and County Route 21 (Noxon Road) to meet the existing ground, clearing/grubbing activities, planting of a tree and removal/replacement of a decorative stone wall, seeding to re-establish a grass surface, and placement of temporary erosion and sediment control measures for the duration of this project.

IN WITNESS WHEREOF, on this 16th day of June, 2013, the parties have entered into this Agreement.

Seller: Jean A. Simone
 Representative: XXX

By: Jean A. Simone

By: _____

Jean A Simone Mackmore
 Printed Name

 Printed Name

Owner
 Title

 Title

Witness: [Signature]

Witness: _____

County of Dutchess

Witness: _____

Buyer: _____

Marcus J. Molinaro
 County Executive

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Carol A. Bogle
 Sr. Asst. County Attorney

[Signature]
 Gregory V Bentley, P.E.
 Director of Engineering

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS

THAT Hudson Valley Federal Credit Union, with its offices located at 159 BARNEGAT RD, POUGHKEEPSIE, NY 12601, being the holder of a certain Mortgage dated May 28, 2009 made by Jean A. Simone, residing at 267 Noxon Road, Poughkeepsie, NY 12603, to the Hudson Valley Federal Credit Union, in the principal sum of One Hundred Sixty Eight Thousand Two Hundred Dollars and 00/100ths (\$168,200.00) and recorded on June 2, 2009 in the clerk's office as document 01-2009-5192 in the office of the Clerk of Dutchess County.

IN consideration of One Dollar (\$1.00) and other valuable consideration to it paid, does hereby release from the lien of said mortgage, that portion of the premises covered by the said mortgage, which is described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of LaGrange, County of Dutchess and State of New York, being more particularly bounded and described as is set forth on Schedule A annexed hereto and made a part hereof.

SUBJECT to restrictions, restrictive covenants, easements and/or agreements of record, if any.

RETAINING AND HOLDING the remainder of said mortgaged premises as security for the payment of said mortgage, according to its conditions, which continues to be a lien under the above-referred mortgage.

IN WITNESS WHEREOF, said Hudson Valley Federal Credit Union has caused these presents to be signed by its duly authorized MANAGER this 12TH day of JULY, 2013.

WITNESS:

Jean Marano

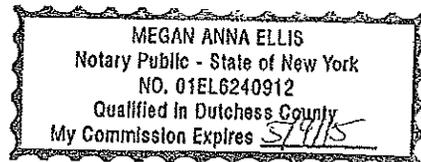
Hudson Valley Federal Credit Union
By: [Signature]
Its: LOAN SERVICING MANAGER

STATE OF NEW YORK

COUNTY OF DUTCHESS

On this 12TH day of JULY, 2013, before me personally came JOYCE DEW
To me known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, person or corporation or entity on behalf which the individual acted, executed the instrument.

[Signature]
Notary Public





REHABILITATION OF NOXON ROAD
BY ROUTE 55 TO TITUSVILLE ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755,41

MAP NO. 40
PARCEL NO. 79, 80
SHEET 2 OF 2

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

PARCEL 79, A FEE ACQUISITION TO BE EXERCISED FOR THE PURPOSE OF THE WIDENING OF COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT WITH IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: THE SHOULDER OF NOXON ROAD WILL BE WIDENED, A PORTION OF A CLOSED DRAINAGE SYSTEM WILL BE INSTALLED, AND THE ADJACENT SIDE SLOPE WILL BE CLEARED/GRUBBED AND GRADED TO MEET WITH THE EXISTING GROUND AND SEEDED TO RE-ESTABLISH A GRASS SURFACE; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD), SAID POINT BEING AT THE DIVISION LINE OF LANDS OF DANILO MASSARONE AND MARIA MASSARONE (REPUTED OWNERS) TO THE NORTH AND LANDS OF JEAN A. SIMONE (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 1.32±m MEASURED AT RIGHT ANGLES FROM STATION 3+099.825± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 86°32'10.00" EAST A DISTANCE OF 3.57±m (11.7±FT) TO A POINT, SAID POINT BEING DISTANT 4.88±m MEASURED AT RIGHT ANGLES FROM STATION 3+100.054± OF SAID BASELINE; THENCE CONTINUING THROUGH THE LANDS OF JEAN A. SIMONE (REPUTED OWNER) SOUTH 4°10'1.71" EAST A DISTANCE OF 38.1±m (125.0±FT) TO A POINT, SAID POINT BEING ON THE DIVISION LINE OF LANDS OF JEAN A. SIMONE (REPUTED OWNER) TO THE NORTH AND LANDS OF ROGER A. MANN (REPUTED OWNER) TO THE SOUTH, SAID POINT ALSO BEING DISTANT 5.13±m MEASURED AT RIGHT ANGLES FROM STATION 3+137.625± OF SAID BASELINE; THENCE CONTINUING ALONG SAID DIVISION LINE SOUTH 86°32'10.00" WEST A DISTANCE OF 3.49±m (11.5±FT) TO A POINT, SAID POINT ON THE AFOREMENTIONED DIVISION LINE, SAID POINT ALSO ON THE EASTERLY BOUNDARY OF COUNTY ROUTE 21 (NOXON ROAD); SAID POINT ALSO BEING DISTANT 1.64±m MEASURED AT RIGHT ANGLES FROM STATION 3+137.806± OF SAID BASELINE; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 4°16'50.00" WEST A DISTANCE OF 38.1±m (125.0±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 134.48± SQUARE METERS (1447.57± SQUARE FEET) MORE OR LESS.

PARCEL 80, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF WORK AREA IN CONNECTION WITH THE REHABILITATION OF A DRIVEWAY TO MEET THE PROPOSED ROADWAY EDGE, AS WELL AS THE GRADING THE SIDE SLOPES OF THE DRIVEWAY AND COUNTY ROUTE 21 (NOXON ROAD) TO MEET THE EXISTING GROUND, CLEARING/GRUBBING ACTIVITIES, PLANTING OF A TREE AND REMOVAL/REPLACEMENT OF A DECORATIVE STONE WALL, SEEDED TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT; ALONG COUNTY ROUTE 21 (NOXON ROAD) FOR THE NOXON ROAD REHABILITATION PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE DIVISION LINE OF LANDS OF DANILO MASSARONE AND MARIA MASSARONE (REPUTED OWNERS) TO THE NORTH AND LANDS OF JEAN A. SIMONE (REPUTED OWNER) TO THE SOUTH, SAID POINT BEING DISTANT 4.88±m MEASURED AT RIGHT ANGLES FROM STATION 3+100.054± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD); THENCE ALONG SAID DIVISION LINE NORTH 86°32'10.00" EAST A DISTANCE OF 3.69±m (12.1±FT) TO A POINT, SAID POINT BEING DISTANT 8.55±m MEASURED AT RIGHT ANGLES FROM STATION 3+100.290± OF SAID BASELINE; THENCE CONTINUING THROUGH THE LANDS OF JEAN A. SIMONE (REPUTED OWNER) SOUTH 4°25'19.15" EAST A DISTANCE OF 16.67±m (54.7±FT) TO A POINT, SAID POINT BEING DISTANT 7.77±m MEASURED AT RIGHT ANGLES FROM STATION 3+126.936± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 85°59'42.51" WEST A DISTANCE OF 2.18±m (7.2±FT) TO A POINT, SAID POINT BEING DISTANT 5.59±m MEASURED AT RIGHT ANGLES FROM STATION 3+116.817± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 4°5'7.92" EAST A DISTANCE OF 12.86±m (42.1±FT) TO A POINT, SAID POINT BEING DISTANT 6.14±m MEASURED AT RIGHT ANGLES FROM STATION 3+129.011± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS SOUTH 85°57'10.31" WEST A DISTANCE OF 1.56±m (5.1±FT) TO A POINT, SAID POINT BEING DISTANT 4.58±m MEASURED AT RIGHT ANGLES FROM STATION 3+129.108± OF SAID BASELINE; THENCE CONTINUING THROUGH SAID LANDS NORTH 4°10'1.71" WEST A DISTANCE OF 29.57±m (97.0±FT) TO THE POINT OF BEGINNING, SAID PARCEL BEING 82.33± SQUARE METERS (886.14± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE OR INTEREST IN AND TO THE PROPERTY DESCRIBED ABOVE AS PARCEL NO. 80, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHTS OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND AS ESTABLISHED BY, THE CONSTRUCTION AND AS SO CONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 21 (NOXON ROAD), AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:
BEGINNING AT STATION 2+913.481 THENCE SOUTH 7°8'8.99" EAST TO STATION 3+118.745 THENCE SOUTH 0°28'56.00" EAST TO STATION 3+357.870.

MAP NUMBER 40
REVISED DATE 2/13/12 11/20/12
DATE PREPARED 2/13/12

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

Date _____ 20____

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

Recommended by:

Date _____ 20____

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 _____ 20____

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

WSP- SELLS
555 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 22 - Town of Beekman	Hutchings (C)		
District 24 - Towns of Dover and Union Vale	Surman		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 12 0
 Yes No
 Abstentions: 0

2013229 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND A TEMPORARY EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM JEAN A. SIMONE

Date: August 8, 2013

Roll Call Sheets

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

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

2013229 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY AND A TEMPORARY EASEMENT FOR THE REHABILITATION OF A SECTION OF CR 21, NOXON ROAD, TOWN OF LA GRANGE FROM JEAN A. SIMONE

Date: August 12, 2013

RESOLUTION NO. 2013230

RE: AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFOR (PIN 8757.27) PALEN ROAD (CR 31)

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

WHEREAS, a project for the Palen Road (CR 31) over Fishkill Creek (BIN 3343120) in the Town of East Fishkill, identified as PIN 8757.27 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such project to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 205172 adopted by the Dutchess County Legislature on June 15, 2005 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work in the amount of \$130,000, and

WHEREAS, Dutchess County desires to advance the project by making a commitment of 100% of the non-federal share of the costs of the right-of-way acquisition work, now, therefore, be it

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

RESOLVED, that the Dutchess County Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way acquisition work for the Project or portions thereof, and it is further

RESOLVED, that the sum of Zero (\$0.00) Dollars is hereby appropriated from Capital Project H0289 and made available to cover the cost of participation in the above phase of the Project, and it is further

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

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the County of Dutchess with the New York State Department of Transportation in connection with the advancement or approval of the Project

and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible, and it is further

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

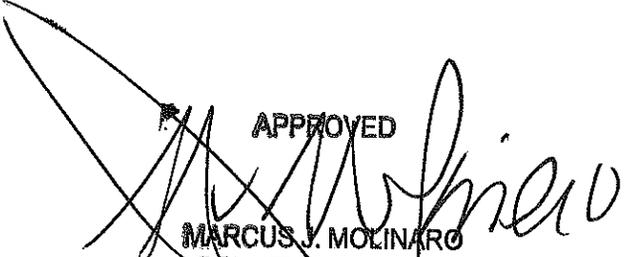
RESOLVED, that this Resolution shall take effect immediately.

CA-142-13

CAB/ca/C-6904

7/12/13

Fiscal Impact : See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/13/2013

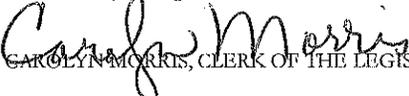
STATE OF NEW YORK

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

This F.I.S. is related to the Resolution Request to accept the Supplemental Agreement # 2 for the ROW Incidental and ROW Acquisition from NYSDOT for PIN 8757.27 Palen Road over Fishkill Creek (Bridge E-9), Town of East Fishkill.

Prepared by: Rosanne M. Hall, Contract Specialist

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 22 - Town of Beekman	Hutchings (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

2013230 AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFOR (PIN 8757.27) PALEN ROAD (CR 31)

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion: _____

Total : 24 0
 Yes No
 Abstentions: 0

2013230 AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFOR (PIN 8757.27) PALEN ROAD (CR 31)

Date: August 12, 2013

RESOLUTION NO. 2013231

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

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

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

WHEREAS, vacancies exist on such Board due to the expiration of the terms of William R. Conners and Joseph T. Molinaro, Jr., as the Sportsmens' Representative and Alternate and Richard Albrecht and Wright Dykeman, as the Landowner Representative and Alternate; and

WHEREAS, William R. Conners and Joseph T. Molinaro, Jr. have expressed interest in being reappointed to said Board as the Sportsmens' Representative and Alternate; and

WHEREAS, Richard Albrecht and Wright Dykeman have expressed interest in being reappointed to said Board as the Landowner Representative and Alternate; and

WHEREAS, Chairman of the Legislature has duly appointed said individuals to said Board; now, therefore be it

RESOLVED, that the following appointments to the District 3 Fish and Wildlife Management Board are hereby confirmed by the Legislature for the term as indicated:

Reappointment

Term Ending

William R. Conners (Sportsmens' Representative)
421C Traver Road
Pleasant Valley, NY 12569

12/31/2013

Joseph T. Molinaro, Jr. (Sportsmens' Representative – Alternate)
35 Fallkill Road
Hyde Park, NY 12538

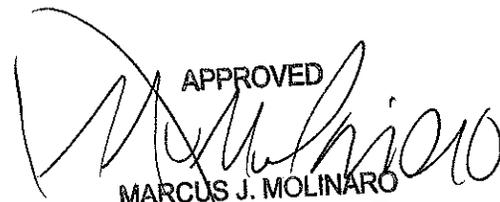
12/31/2013

Richard Albrecht (Landowner Representative)
Pondview Farm
44 Perkins Road
LaGrangeville, NY 12540

12/31/2014

Wright Dykeman (Landowner Representative – Alternate)
Dykeman Farms, LLC
823 W Dover Road
Pawling, NY 12564

12/31/2014


APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/18/2013

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

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

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

**2013231 REAPPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE
MANAGEMENT BOARD**

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution:
 Motion:

Total : 24 0
 Yes No
 Abstentions: 0

2013231 REAPPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE MANAGEMENT BOARD

Date: August 12, 2013

Government Services & Administration
Mailed 7-29-13
Emailed 7-29-13
Placed in boxes 7-29-13
Revised 7-30-13

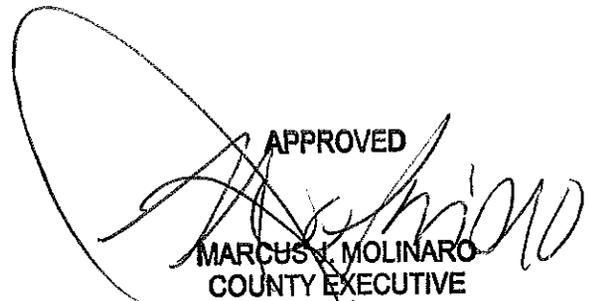
RESOLUTION NO. 2013232

RE: LOCAL LAW NO. 8 OF 2013, A LOCAL LAW
AMENDING LOCAL LAW NO. 7 OF 2012 AS IT PERTAINS TO
DUTCHESS COUNTY ADMINISTRATIVE CODE ARTICLE
XVI, SECTION 16.04

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

RESOLVED, that Resolution No. 2013152 is hereby repealed; and be it further

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.
8 of 2013 which has been submitted this day for consideration by said Legislature.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/29/2013

Fiscal Impact: None

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:
This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 8 OF 2013

RE: A LOCAL LAW AMENDING LOCAL LAW NO. 7 OF 2012 AS IT PERTAINS TO DUTCHESS COUNTY ADMINISTRATIVE CODE ARTICLE XVI, SECTION 16.04

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

SECTION 1. LEGISLATIVE INTENT. Local Law No. 7 of 2012 amended, in part, Article XVI of the Dutchess County Administrative Code Section 16.04 and an omission was made to part of paragraph (5)(g).

SECTION 2. Article XVI of the Dutchess County Administrative Code, Section 16.04. The Youth Board, Powers, Duties, Section "A (5)(g)" is amended to read as follows:

"Two members of the County Legislature designated by the presiding officer, not more than one of whom shall be members of one political party, and one of whom shall be the Chairperson of the Family and Human Services committee of the Dutchess County Legislature or his or her designee who must be a member of the Family and Human Services committee."

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

Government Services and Administration Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		
Present:	<u>12</u>	Resolution: ✓	Total : <u>12</u>
Absent:	<u>0</u>	Motion: —	Yes <u>0</u>
Vacant:	<u>0</u>		No <u>0</u>
			Abstentions: <u>0</u>

2013232 A LOCAL LAW AMENDING LOCAL LAW NO. 7 OF 2012 AS IT PERTAINS TO DUTCHESS COUNTY ADMINISTRATIVE CODE ARTICLE XVI, SECTION 16.04

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 24 0
 Yes No
 Abstentions: 0

2013232 A LOCAL LAW AMENDING LOCAL LAW NO. 7 OF 2012 AS IT PERTAINS TO DUTCHESS COUNTY ADMINISTRATIVE CODE ARTICLE XVI, SECTION 16.04

Date: August 12, 2013

The foregoing Resolution No. 2013232 replaced Resolution No. 2013152. It was considered laid on desks by mail on July 29, 2013, and considered at a Regular Board Meeting on August 12, 2013.

Roll call vote at that time on the foregoing Resolution No. 2013232 resulted as follows:

AYES: 24

NAYS: 0

ABSENT: 1 Serino

Resolution adopted.

The County Executive signed into law on August 20, 2013. The effective date is September 13, 2013.

RESOLUTION NO. 2013233

RE: CONFIRMATION OF APPOINTMENT OF STEVEN RECTOR
AS COMMISSIONER OF HUMAN RESOURCES

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

WHEREAS, pursuant to Section 3.04 of the Dutchess County Charter, the
County Executive has appointed Steven Rector as Commissioner of Human Resources,
effective August 13, 2013 for a six year term which shall terminate on August 12, 2019,
and

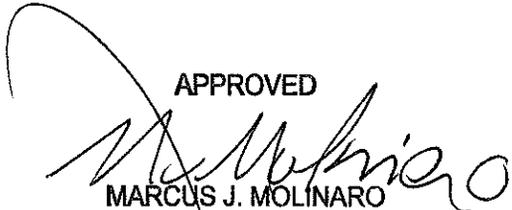
WHEREAS, after review of his experience and qualifications Steven
Rector is qualified to serve as Commissioner of Human Resources, and

WHEREAS, pursuant to Article XI, Section 11.01 of the Dutchess County
Charter, the County Executive shall appoint the Commissioner of Human Resources
subject to confirmation by the County Legislature, now, therefore, be it

RESOLVED, that the appointment of Steven Rector as Commissioner of
Human Resources for a six year term effective August 13, 2013 through August 12, 2019
is hereby confirmed.

CA-146-13
JMF/ca/G-0175
7/24/13

APPROVED


MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 8/16/2013

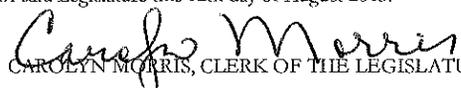
STATE OF NEW YORK

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 12th day of
August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

**2013233 CONFIRMATION OF APPOINTMENT OF STEVEN RECTOR
AS COMMISSIONER OF HUMAN RESOURCES**

Date: August 8, 2013

Roll Call Sheets

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

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

2013233 CONFIRMATION OF APPOINTMENT OF STEVEN RECTOR AS COMMISSIONER OF HUMAN RESOURCES

Date: August 12, 2013

RESOLUTION NO. 2013234

RE: URGING NEW YORK STATE PUBLIC SERVICE COMMISSION TO ENACT ONE-YEAR MORATORIUM ON VERIZON VOICELINK PLAN AND STOP TELEPHONE COMPANIES FROM FORCING CONSUMERS ON TO WIRELESS-ONLY SERVICE, UNDEPENDABLE IN EMERGENCIES AND BLACKOUTS

Legislators TYNER, JETER-JACKSON, BLALOCK, and PERKINS offer the following and move its adoption:

WHEREAS, in March 2012, Verizon CEO, Lowell McAdam stated that the company planned to "cut off" its land-line service, which is delivered through copper-based wiring; in the vast majority of New York State, where Verizon has determined it is not profitable enough for them to build its state-of-the-art FiOS network, the company has stated that it would move its customers to a wireless-only service; in the past few months the company's plan has become clear: cut off land-line service and replace it with a new product called VoiceLink; hundreds of local officials have joined the Working Families in asking the PSC to oppose this plan, and

WHEREAS, VoiceLink is simple plug in device that allows a regular home phone to operate on a wireless network; VoiceLink plugs into an electrical outlet; Verizon prefers VoiceLink service because it is much cheaper to deliver; unfortunately, the system has several serious problems, and

WHEREAS, VoiceLink is dangerous to senior citizens, as it does not support medical monitoring systems, burglar alarms and it does not allow deaf and hard of hearing persons access to communications services; VoiceLink is also bad for business, as it does not run fax machine transmissions or credit card transactions; business owners in VoiceLink areas will either have to stop running credit cards or spend more money on additional services to do so, and

WHEREAS, VoiceLink does not deliver broadband, ending competition and raising prices; VoiceLink does not support DSL or any unlimited use internet; customers will only have one option for wireline broadband service: the cable company; broadband will become more expensive and less reliable, and wireless broadband, which is more expensive than DSL, is technologically years away from being an effective substitute for wired internet service, and

WHEREAS, VoiceLink destroys good jobs; wireless systems require far fewer workers to maintain the networks; thousands of well-trained Verizon technicians could eventually lose their jobs, harming local economies, and

WHEREAS, VoiceLink, a wireless service, will fail if - really when - another disaster such as Sandy strikes; last October, when Hurricane Sandy hit, millions of New Yorkers lost electrical power and many wireless based service failed completely; in this frightening time

millions of New Yorkers with cell phone only service had no way to reach 911 emergency services or to contact their loved ones to know if they were safe, and

WHEREAS, while wireless networks failed last October, old fashioned land lines mostly weathered the storm, providing residents with a vital communication life line; time and time again, we have seen that when a natural disaster hits the first thing that goes is the power - cell towers link directly to the electric grid - meaning that when the power goes out, the network goes out too; old-fashioned landlines, on the other hand, continue to provide service during a blackout because the network is separately powered from the electrical grid, and

WHEREAS, despite the recent severe storms, which exposed the vulnerability of wireless networks, Verizon has filed a proposal with the Public Service Commission to change its regulatory status; Verizon proposes that it be allowed to force its customers to switch from landline service to VoiceLink throughout the State; Verizon wants to end the landline network years before alternative technologies are ready to take over; wireless would be the only option for its customers whenever Verizon deems maintaining the copper network to be too costly to its bottom line, and

WHEREAS, so far, the PSC has granted approval to Verizon to deploy VoiceLink on the Western half of Fire Island, on Long Island, for just the summer while the NYSPSC evaluates Verizon's proposal; if Verizon's request is approved state-wide, the vast majority of New York State, which Verizon views not to be in a "highly profitable geographic area" would be put at a severe disadvantage as Voice Link would be there only option for their internet and telecommunication needs; access opportunity shouldn't only be for residents of Manhattan's Upper West Side, but should be for all New York State residents, and

WHEREAS, if Verizon were simply a private company in a competitive marketplace they would certainly be within their right to offer VoiceLink as their only telecommunications product; however, Verizon has been granted a virtual monopoly on a public utility throughout most of New York State; the crux of the issue is whether a utility with a virtual monopoly should be allowed to serve only highly profitable geographic areas, or should be mandated to serve all of New York State, and

WHEREAS, simply put, Verizon refuses to expand FiOS, the state-of-the-art fiber-optic network, to any upstate cities or rural areas; meanwhile, telephone companies including Verizon are abandoning the regulated "legacy" telephone network, and shifting entire areas to wireless-only service, and therefore be it

RESOLVED, that the Dutchess County Legislature strongly urges the New York State Public Service Commission to enact a one-year moratorium on Verizon's Voice Link plan while a comprehensive study of issues related to the impact on the public of Verizon's plan to abandon copper network is conducted by the New York State Public Service Commission, as Communications Workers of America and the Working Families Party has requested, and be it further

RESOLVED, that the Dutchess County Legislature also strongly urges that the New York State Public Service Commission stop telephone companies from forcing consumers on to wireless-only service which does not operate reliably in an emergency or blackout, and be it further

RESOLVED, that a copy of this resolution be sent to the New York State Public Service Commission.

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 12TH day of August 2013, 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 12th day of August 2013.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*	2	
District 6 - Town of Poughkeepsie	Flesland*	3	
District 10 - City of Poughkeepsie	Jeter-Jackson*	4	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		2
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson	5	
District 7 - Town of Hyde Park	Perkins	6	
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 17 - Town and Village of Fishkill	Miccio (C)	7	
District 18 - City of Beacon	Forman(VC)	8	
District 22 - Town of Beekman	Hutchings	9	
District 24 - Towns of Dover and Union Vale	Surman	10	
Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>10</u>	<u>2</u>
Absent: <u>0</u>	Motion: <u>✓</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

DB 3 A L RR
Move to table

2013 234

8/8/13

RESOLUTION NO. 2013235

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING
ASSESSED UNDER THE NAME OF PROTHEROE TERRY
GRID: 134089-6857-18-254125-0000

Legislators MICCIO and THOMES offer the following and move its adoption,

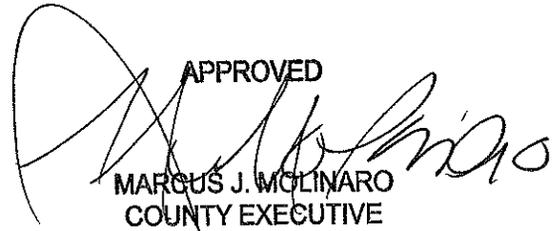
WHEREAS, unpaid tax on property in the Town of Pawling assessed to Protheroe Terry for the levy year 2010 and described as Grid No. 134089-6857-18-254125-0000 amounting to \$524.74 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$1,706.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Terry Protheroe, 21 B Sudeste Place, Santa Fe, NM 87508 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-135-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

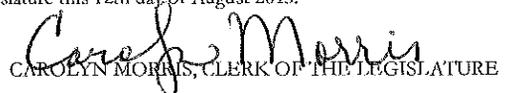
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/2013

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

2013235 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING
 ASSESSED UNDER THE NAME OF PROTHEROE TERRY
 GRID: 134089-6857-18-254125-0000

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total: 24 0
 Yes No
 Abstentions: 0

**2013235 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING
 ASSESSED UNDER THE NAME OF PROTHEROE TERRY
 GRID: 134089-6857-18-254125-0000**

Date: August 12, 2013

RESOLUTION NO. 2013236

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING
ASSESSED UNDER THE NAME OF PROTHEROE TERRY
GRID: 134089-6857-18-259093-0000

Legislators MICCIO and THOMES offer the following and move its adoption,

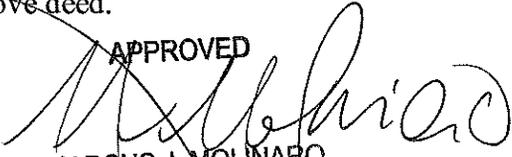
WHEREAS, unpaid tax on property in the Town of Pawling assessed to Protheroe Terry for the levy year 2010 and described as Grid No. 134089-6857-18-259093-0000 amounting to \$893.21 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, , July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$2,930.64 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 Terry Protheroe, 21 B Sudeste Place, Santa Fe, NM 87508 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-134-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/6/13

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 12th day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

**2013236 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING
 ASSESSED UNDER THE NAME OF PROTHEROE TERRY
 GRID: 134089-6857-18-259093-0000**

Date: August 8, 2013

Roll Call Sheets

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

Present: 24

Absent: 1

Vacant: 0

Resolution: ✓

Motion: _____

Total : 24 0

Yes No

Abstentions: 0

**2013236 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF PAWLING
 ASSESSED UNDER THE NAME OF PROTHEROE TERRY
 GRID: 134089-6857-18-259093-0000**

Date: August 12, 2013

RESOLUTION NO. 2013237

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
RILEY-BROWN LAUREL L
GRID: 132800-6459-19-647110-0000

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

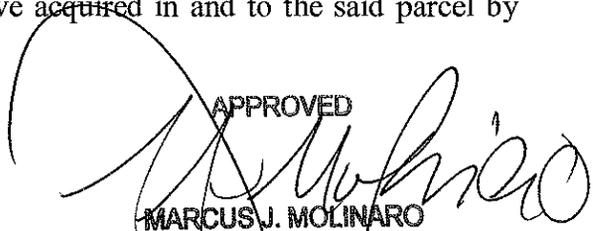
WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Riley-Brown Robert F Riley-Brown Laurel L for the levy year 2010 and described as Grid No. 132800-6459-19-647110-0000 amounting to \$143.61 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$459.74 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 Robert F. Riley-Brown and Laurel L. Riley-Brown, 67 North Mission Road, Wappingers Falls, NY 12590 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-140-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/2013

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

2013237 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-647110-0000

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 24 0
 Yes No
 Abstentions: 0

**2013237 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F RILEY-BROWN
 LAUREL L
 GRID: 132800-6459-19-647110-0000**

Date: August 12, 2013

RESOLUTION NO. 2013238

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
RILEY-BROWN LAUREL L
GRID: 132800-6459-19-645115-0000

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

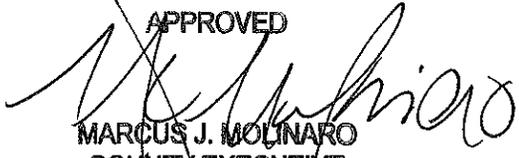
WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Riley-Brown Robert F Riley-Brown Laurel L for the levy year 2010 and described as Grid No. 132800-6459-19-645115-0000 amounting to \$143.61 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$459.74 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 Robert F. Riley-Brown and Laurel L. Riley-Brown, 67 North Mission Road, Wappingers Falls, NY 12590 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.

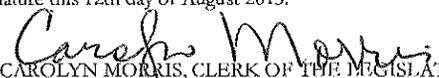
CA-139-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/13

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

**2013238 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F RILEY-BROWN
 LAUREL L
 GRID: 132800-6459-19-645115-0000**

Date: August 8, 2013

Roll Call Sheets

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

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

**2013238 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-645115-0000**

Date: August 12, 2013

RESOLUTION NO. 2013239

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
RILEY-BROWN LAUREL L
GRID: 132800-6459-19-644107-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Riley-Brown Robert F Riley-Brown Laurel L for the levy year 2010 and described as Grid No. 132800-6459-19-644107-0000 amounting to \$143.61 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

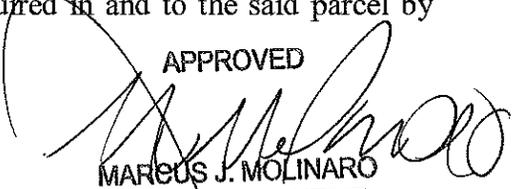
WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$459.74 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 Robert F. Riley-Brown and Laurel L. Riley-Brown, 67 North Mission Road, Wappingers Falls, NY 12590 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.

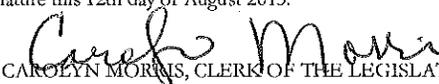
CA-138-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/13

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 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

**2013239 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-644107-0000**

Date: August 8, 2013

Roll Call Sheets

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

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

**2013239 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-644107-0000**

Date: August 12, 2013

RESOLUTION NO. 2013240

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
RILEY-BROWN LAUREL L
GRID: 132800-6459-19-643102-0000

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

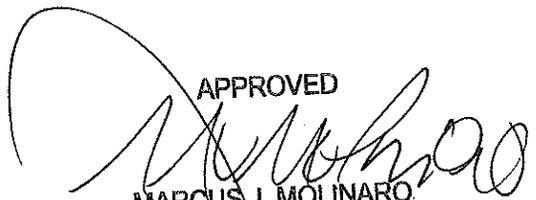
WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Riley-Brown Robert F Riley-Brown Laurel L for the levy year 2010 and described as Grid No. 132800-6459-19-643102-0000 amounting to \$4,496.32 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$14,835.14 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 Robert F. Riley-Brown and Laurel L. Riley-Brown, 67 North Mission Road, Wappingers Falls, NY 12590 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-137-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

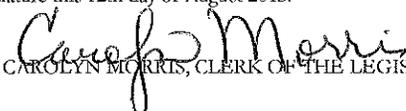
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/2013

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

**2013240 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F RILEY-BROWN
 LAUREL L
 GRID: 132800-6459-19-643102-0000**

Date: August 8, 2013

Roll Call Sheets

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

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion: —

Total: 24 0
 Yes No
 Abstentions: 0

**2013240 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F RILEY-BROWN
 LAUREL L
 GRID: 132800-6459-19-643102-0000**

Date: August 12, 2013

RESOLUTION NO. 2013241

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
RILEY-BROWN LAUREL L
GRID: 132800-6459-19-639109-0000

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

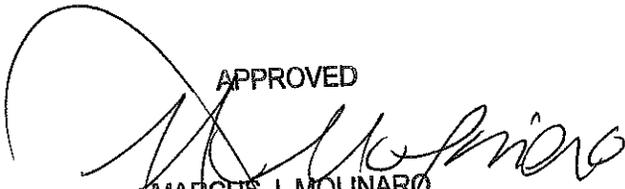
WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Riley-Brown Robert F Riley-Brown Laurel L for the levy year 2010 and described as Grid No. 132800-6459-19-639109-0000 amounting to \$143.61 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$459.74 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 Robert F. Riley-Brown and Laurel L. Riley-Brown, 67 North Mission Road, Wappingers Falls, NY 12590 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-136-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

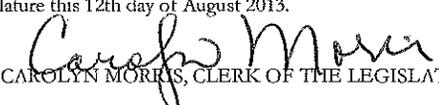
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/13

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12TH day of August 2013, 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 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

**2013241 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-639109-0000**

Date: August 8, 2013

Roll Call Sheets

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

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

**2013241 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-639109-0000**

Date: August 12, 2013

RESOLUTION NO. 2013242

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
RILEY-BROWN LAUREL L
GRID: 132800-6459-19-649106-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Riley-Brown Robert F Riley-Brown Laurel L for the levy year 2010 and described as Grid No. 132800-6459-19-649106-0000 amounting to \$143.61 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$459.74 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 Robert F. Riley-Brown and Laurel L. Riley-Brown, 67 North Mission Road, Wappingers Falls, NY 12590 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-132-13
PB:CM:deb
7/18/2013
Fiscal Impact: None

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date

8/10/2013

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 12th day of August 2013, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hercunto set my hand and seal of said Legislature this 12th day of August 2013.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 7 - Town of Hyde Park	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 18 - City of Beacon	Forman(VC)		
District 22 - Town of Beekman	Hutchings		
District 24 - Towns of Dover and Union Vale	Surman		

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

2013242 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-649106-0000

Date: August 8, 2013

Roll Call Sheets

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

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

**2013242 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
 ASSESSED UNDER THE NAME OF RILEY-BROWN ROBERT F
 RILEY-BROWN LAUREL L
 GRID: 132800-6459-19-649106-0000**

Date: August 12, 2013

RESOLUTION NO. 2013243

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK
ASSESSED UNDER THE NAME OF MERRITT ALVIN E
GRID: 133200-6263-03-032480-0000

Legislators MICCIO and PERKINS offer the following and move its adoption,

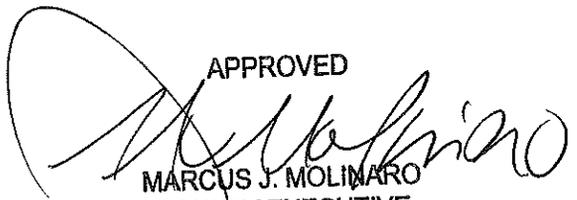
WHEREAS, unpaid tax on property in the Town of Hyde Park assessed to Merritt Alvin E for the levy year 2010 and described as Grid No. 133200-6263-03-032480-0000 amounting to \$7,686.74 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2011/6263 to enforce the collection of delinquent tax liens for the levy year 2010 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 in the Office of the Dutchess County Clerk, , July 18, 2013, Document # 02 2013 3636, and

WHEREAS, the sum of \$18,114.64 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 Alvin E. Merritt, 21 Bennett Road, Poughkeepsie, NY 12601-6418 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-133-13
PB:CM:deb
7/18/13
Fiscal Impact: None

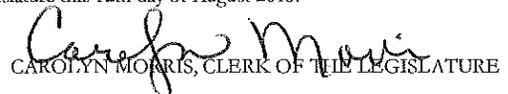
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/16/13

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12TH day of August 2013, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have herunto set my hand and seal of said Legislature this 12th day of August 2013.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

2013243 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK
 ASSESSED UNDER THE NAME OF MERRITT ALVIN E
 GRID: 133200-6263-03-032480-0000

Date: August 8, 2013

Roll Call Sheets

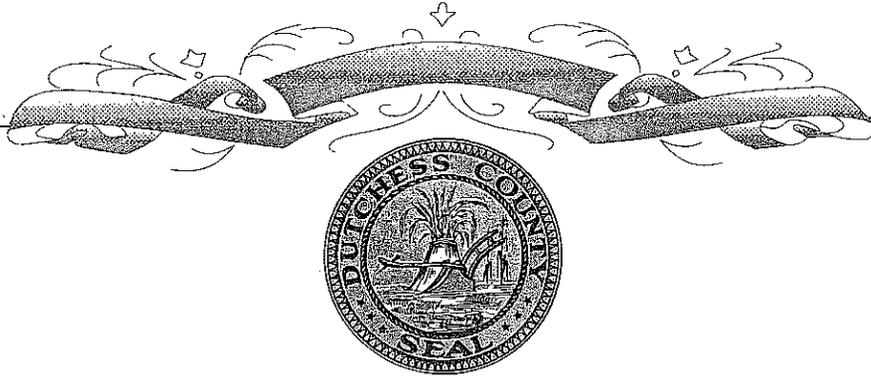
District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Fiesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District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

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

**2013243 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK
 ASSESSED UNDER THE NAME OF MERRITT ALVIN E
 GRID: 133200-6263-03-032480-0000**

Date: August 12, 2013

Dutchess County Legislature



Proclamation: Designating Dutchess County as a Purple Heart County

WHEREAS, the people of the County of Dutchess have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces, and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all, and

WHEREAS, the contributions and sacrifices of the men and women from Dutchess County who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens, and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces, and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded or killed while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service, now, therefore, be it

RESOLVED that the Dutchess County Legislature hereby proclaims Dutchess County as a Purple Heart County, honoring the service and sacrifice of our Nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

Resolution No. 2013244

STATE OF NEW YORK

ss:

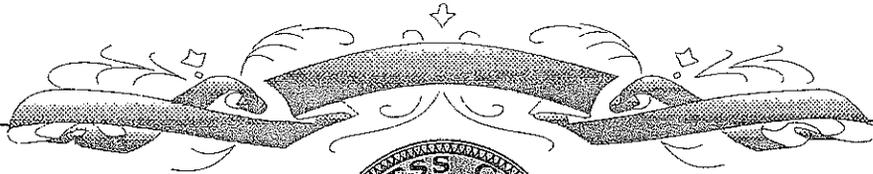
COUNTY OF DUTCHESS

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 12TH day of August 2013, 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 12th day of August 2013.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Richard Flaherty

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

WHEREAS, Richard Flaherty has worked as a reporter and editor for many years in the Hudson Valley, and

WHEREAS, in 2007 Rich started working for the Southern Dutchess News as a reporter and writer, and

WHEREAS, Rich has been an excellent reporter and writer for the Southern Dutchess News, understanding the value of building strong relationships, concentrating on providing a balanced approach and knowing how to take a story to the next level, and

WHEREAS, Rich has left the Southern Dutchess News and will be seeking other career opportunities, and

WHEREAS, Rich's reliable, fine work and dedication will be missed, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, hereby extends to Richard Flaherty their gratification and appreciation for his exemplary reporting work, and, be it further

RESOLVED, that the Dutchess County Legislature, on behalf of all of the people of Dutchess County, does hereby commend Richard Flaherty, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Richard Flaherty its best wishes in all of his future endeavors.

Resolution No. 2013245

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 12th day of August 2013, 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 12th day of August 2013.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Lay on Desks 8/12/13

Pulled by Chairman 8/29/13

RESOLUTION NO. 2013246

RE: LOCAL LAW NO. OF 2013, CAMPAIGN FINANCE LAW

Legislators TYNER, BLALOCK, AMPARO, and DOXSEY offer the following and move its adoption:

RESOLVED, that this Legislature of the County of Dutchess adopt Local Law No. of 2013, which has been submitted this day for consideration by said Legislature.

NO FURTHER ACTION IN 2013

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 September 2013, 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 September 2013.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. OF 2013

RE: CAMPAIGN FINANCE LAW

BE IT ENACTED by the County Legislature of the County of Dutchess as follows:

BE IT ENACTED by the County Legislature of the County of Dutchess as follows:

SECTION 1. DEFINITIONS.

CANDIDATE -- Any person seeking election to any county position, as defined by the New York State Election Law, within the County of Dutchess, including any political committee formed for the sole purpose of electing one or more candidates, as defined herein.

DONATION -- The transfer, to a candidate, of any tangible or intangible property, including but not limited to cash, check, money order, ticket or admission to social, artistic or sporting event, use of office space, equipment or postage, whether temporary or permanent, and any other real or personal property for the purpose of obtaining election to any position as defined in Section 1 of this chapter.

ELECTION -- The calendar year in which any primary, general or special election takes place.

INDIVIDUAL, CORPORATION, OR OTHER ENTITY DOING BUSINESS WITH THE COUNTY -- Includes those individuals or organizations appearing on the county's vendors list; or those who are acting as contractor or supplier for which role they are paid county funds. However, this definition shall specifically exclude unions, individual employees and their immediate family who are not beneficial owners of more than 10% of a corporation or other entity doing business with the county, employees of local governments and individual members of any union, if employment or membership is their only business relationship with the county.

SPEND -- Transfer any tangible or intangible property, including but not limited to cash, check, money order, ticket or admission to social, artistic or sporting event, use of office space, equipment or postage, whether temporary or permanent, or any other real or personal property for the purpose of obtaining election to any position, as defined in Section 1 of this chapter.

SECTION 2. PROHIBITED ACTS.

A. Donations

- 1) No individual, corporation, or other entity doing business with the County of Dutchess shall make a donation, in the aggregate, of more than \$100 to any candidate during any primary, special or general election campaign.
- 2) No candidate shall knowingly accept any such donation in excess of \$100.

SECTION 3. VENDOR'S LIST

A. The County Executive shall, on a quarterly basis, direct the Dutchess County Director of Purchasing to compile a list of names, based on the county's records, listing those individuals, corporations or other entities doing business with the County of Dutchess, as defined in Section 1 of this chapter. This list shall be available for public viewing in the office of the Dutchess County Board of Elections and be easily accessible on the Dutchess County website

SECTION 4. PENALTIES FOR OFFENSES

Violation of this chapter shall be punishable, for the first offense, by a fine of not less than \$250 or three times the amount illegally contributed, whichever is greater, and each subsequent violation shall be punishable by a fine not less than \$500 or four times the amount illegally contributed, whichever is greater, to be enforced through a civil procedure by the County Attorney.

SECTION 5. COMPLAINTS

Any complaints of alleged violations of this chapter may be made to the Dutchess County Board of Elections, which shall notify the County Executive and the Chairman of the County Legislature when it has received a complaint of alleged violation of this chapter. The Board of Elections shall then proceed to investigate whether in fact this chapter has been violated and shall make a determination. If the Board of Elections determines that this chapter has been violated, the person or committee who allegedly violated this chapter shall be given 15 days, after notice by the Board of Elections, to return the money or correct the violation. If said party fails to do so within 15 days, after notice by the Board of Elections, the matter shall be referred to the County Attorney's office for enforcement of a civil proceeding to collect an appropriate civil penalty, which will be payable to the County of Dutchess.

SECTION 6. EFFECTIVE DATE.

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

The foregoing resolution was laid on the desks at this meeting and pulled by the chairman on August 29, 2013.

No further action was taken in 2013.

Legislator Tyner asked if the Legislature would be voting on the pods.

Chairman Rolison requested Legislator Tyner to put his request in writing to the Clerk and she will forward to the County Executive. He added that the pods would be installed in 2014 and would be discussed during the 2014 budget hearings.

Legislator Forman questioned if there would be a budget consultant brought in for the development of the 2014 budget.

Chairman Rolison stated that this would be discussed with leadership.

On motion by Legislator Bolner, 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.

Gwen Johnson, City of Poughkeepsie, stated that good or bad, people should be treated with respect.

Constantine Kazolias spoke on the City of Poughkeepsie schools security measures. He stated that until there was only one entrance for the public at schools, they would not be safe.

Darrett Roberts stated that people in the Chambers were educated people and should treat people fairly.

No one else wishing to speak, on motion by Legislator Borchert, duly seconded by Legislator Horton and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 8:47 p.m in memory of John Costa subject to the call of the Chair.