

Regular Meeting
of the
Dutchess County Legislature

Wednesday, October 13, 2010

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

Roll Call by the Clerk of the Legislature

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

ABSENT: 0

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag.

The invocation was given by Pastor Howard Lawler of the First Baptist Church in Fishkill;
and a moment of silent meditation.

PRESENTATION

Domestic Violence Report

COMMENDATIONS/PROCLAMATIONS

Proclamation: Grace Smith House

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

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

Chairman Rolison entertained a motion to approve the minutes of September 13, 2010.

On motion by Legislator Kuffner duly seconded by Legislator Flesland the September 13, 2010, minutes were approved.



*The Coalition Against Domestic Violence & Sexual Assault
(CADVSA)*

*cordially invites you to our
Annual Breakfast Meeting*

Awards will be presented to **Kristine Hawk**, Dutchess County Sr. Assistant District Attorney - Special Victims Bureau; **Kellyann Kostyal-Larrier**, Exec. Direc. SAFE Homes of Orange County; and to **Erin Ptak**, SAFE/FNE Program Coordinator. A special acknowledgement will be presented to the **Dutchess County Sheriff's Office**, the **Women with disAbilities Empowerment Project** & to **Sarah Bradshaw**, Local Reporter - Poughkeepsie Journal.

DATE: *Wednesday, October 20, 2010 (Wear Purple Day)*

TIME: *7:30 a.m. - 9 a.m.*

PLACE: *Vassar College - All Campus Dining Center*

COST \$25 per person

Please R.S.V.P. by October 15, 2010

For further information, please call: 845-452-3913 x105 (voice) - 845-485-8110 (TTY)

Requests for sign language interpreters or other special accommodations must be made by October 8, 2010

-----Please return bottom portion -----Please return bottom portion-----

YES, I will attend. I have enclosed \$ _____ for _____ reservation(s).

Organization/Agency and name(s) of those attending: **Please list on back**

I am enclosing an additional _____ \$10 (Individual) or _____ \$50 (Agency) for annual CADVSA Membership

Sorry, I am unable to attend at this time, but I would like to show my support by donating \$ _____ at this time to CADVSA

Contact name & number: _____

Please make check(s) payable to CADVSA and mail to Cynthia Fiore - Taconic Resources for Independence, Inc. - 82 Washington St. Suite 214 - Poughkeepsie, NY 12601

COMMUNICATIONS RECEIVED FOR THE OCTOBER 2010 BOARD MEETING

RECEIVED from Pamela Barrack, Commissioner Of Finance Financial Reports for the Year ended December 31, 2009.

RECEIVED from Bridget Barclay, Executive Director, Water and Wastewater Authority, Year 2011 Tentative Assessment Levy.

RECEIVED from Pamela Barrack, Commissioner of Finance and Valerie Sommerville, Budget Director, Update on the County's Fiscal Position.

RECEIVED from Thomas A. Beilein, Chairman, State Commission of Correction, on Reinstatement of Variance Relief: Dutchess County Jail.

RECEIVED from Deputy Town Clerk of Poughkeepsie Felicia Salvatore notice of public hearing on October 20, 2010 at 7 pm regarding amendment to Town Code, Chapter 210, entitled, "Zoning" specifically 210-9, entitled, "Definitions" and 210-55, entitled, "Bed-and-breakfast establishments", 210-122 (A) (2), entitled, "Prohibited Signs" and 210-131 F, entitled, "Exempt Signs", 210-74, entitled, "Home Occupations", "Zoning" specifically 210-105 (B) (2).

RECEIVED from VanDeWater and VanDeWater, LLP regarding Town Board of the Town of Washington notice of public hearing on October 14, 2010 at 7 pm to extend Local Law #4 of the 2007 "A local law for the Town of Washington, Dutchess County, New York to amend the Zoning Code of the Town of Washington to add a new section 395 entitled, "Regulation for an Interim Period of Development and Use of Lands and Buildings, for an additional year.

RECEIVED from New York State Department of Environmental Conservation regarding Remedy Proposed for Brownfield Site Contamination; Public Comment period Announced and Cleanup Action Completed at Brownfield Site ; Final Engineering Report Under Review.

RECEIVED from Kenneth M. Glatt, Ph.D., ABPP, Commissioner of Mental Hygiene, Monthly reports for July and August, 2010.

RECEIVED from Pamela Barrack, Commissioner of Finance, Quarterly Report – 2nd Quarter 2010.

RECEIVED from Pamela Barrack, Commissioner of Finance, e-mail regarding Miscellaneous Refunds.

RECEIVED from Kathleen Myers, Director of Real Property Tax Services,
monthly counts of ownership transfers and subdivisions for September 2010 and
Certificate of County Equalization Rates for 2010 Assessment Rolls for
Municipalities in the County of Dutchess.

Resolution No. 2010226 entitled, A Resolution Authorizing the Issuance Of \$3,456,600 Serial Bonds of the County of Dutchess, New York, To Pay the Cost of the Purchase and Installation Life Safety, Security and Communication Equipment at the County Jail, In and for Said County” was introduced at the August Committee Meeting for discussion only and considered at the September 13, 2010 Regular Board Meeting.

Roll call vote on the foregoing Resolution No. 2010226 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

The County Executive vetoed the foregoing resolution on September 24, 2010. At the October 13, 2010 Regular Board Meeting Legislator Cooper moved to override the veto of Resolution No. 2010226 duly seconded by Legislator Jeter-Jackson. The foregoing motion was adopted with Legislator Kelsey casting a no vote.

Resolution No. 2010229

RE: ESTABLISHING PLAN TO INCREASE RECYCLING
IN DUTCHESS COUNTY

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

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

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

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

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

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

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

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

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

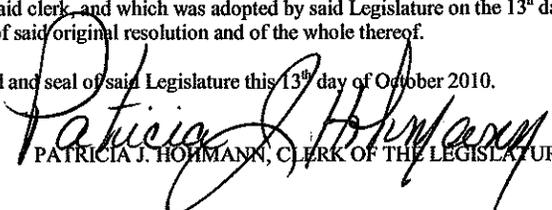
Pulled by sponsor 9/7/10, Amended in Environment Committee 10/7/10, Amended on floor 10/13/10 cm
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOFFMANN, CLERK OF THE LEGISLATURE

Resolution No. 2010229 "ESTABLISHING PLAN TO INCREASE RECYCLING IN DUTCHESS COUNTY" was introduced in August and pulled by sponsor and considered at this time.

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

Legislator Miccio moved to amend the foregoing Resolution as follows:

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

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

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

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

Amend the 12th WHEREAS as follows:

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

Amend the first RESOLVED as follows:

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

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

Duly seconded by Legislator Tyner.

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

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

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

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

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

Roll call vote on the foregoing Resolution No. 2010229 resulted as follows:

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

NAYS: 0 ABSENT: 0

Resolution adopted.

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

At the September 13, 2010 Regular Board Meeting Resolution No. 2010254 was adopted by roll call vote as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

The County Executive vetoed the foregoing resolution on September 24, 2010. Legislator Flesland moved to override the veto of Resolution No. 2010226 duly seconded by Legislator Doxsey. The foregoing motion was unanimously adopted by the Dutchess County Legislature.

Resolution No. 2010275, entitled, "Local Law No. 3 of 2010, A Local Law to Authorize the county to enter into a Ground Lease with the Dutchess Community College Association respecting Real Property Owned by Dutchess County held in trust for Dutchess Community College for a Nominal rent and a term not to exceed 49 Years" was laid on the desk at the September 13, 2010, Regular Board Meeting and was considered at the October 13, 2010 Regular Board Meeting.

Discussion on the foregoing Resolution No. 2010275 at this time resulted as follows:

Legislator Doxsey moved to table the foregoing resolution No. 2010275 duly seconded by Legislator Incononato.

Roll call vote on the foregoing motion resulted as follows:

AYES: 8 Doxsey, Flesland, Horn, Incononato, Kelsey, MacAvery, Roman, Sadowski, Jr.

NAYS: 17 Rolison, Cooper, Goldberg, Kuffner, Borchert, White, Jeter-Jackson, Tyner, Weiss, Bolner, Miccio, Forman, Traudt, Horton, Hutchings, Thomes, Surman.

ABSENT: 0

Motion defeated.

Legislator White moved to "Call the Question" duly seconded by Legislator Cooper and unanimously carried with Legislator Doxsey casting a no vote.

Roll call vote on the foregoing Resolution No. 2010275 resulted as follows:

AYES: 15 Rolison, Cooper, Goldberg, Kuffner, White, Jeter-Jackson, Tyner, Weiss, Bolner, Miccio, Forman, Traudt, Horton, Thomes, Surman.

NAYS: 10 Flesland, Doxsey, Horn, Borchert, Sadowksi, Roman, Incononato, MacAvery, Hutchings, Kelsey.

ABSENT: 0

Resolution adopted.

The County Executive held a public hearing on the foregoing local law on October 25, 2010 at 10 am and signed it into law on November 3, 2010. The effective date is December 20, 2010.

RESOLUTION NO. 2010279

RE: AUTHORIZING COUNTY EXECUTIVE TO ENTER INTO A LEASE AGREEMENT WITH THE TOWN OF EAST FISHKILL FOR CONSTRUCTION AND MAINTENANCE OF A PARKING LOT FOR THE DUTCHESS RAIL TRAIL

LEGISLATORS WEISS, HORTON, MACAVERY, BORCHERT and MICCIO offer the following and move its adoption:

WHEREAS, the County is continuing construction of the Dutchess Rail Trail, which will be an approximately twelve mile (12) long linear park going through the Towns of East Fishkill, Wappinger, LaGrange and Poughkeepsie, and

WHEREAS, the County seeks Legislative approval for the County to enter into a Lease with the Town of East Fishkill (Town) for construction and maintenance of a parking lot on Town of East Fishkill property in connection with PIN 8760.25 Dutchess Rail Trail (Stage 3): Route 82 to Route 376 and Lake Walton Road to Old Manchester Road, Towns of East Fishkill, Wappinger and LaGrange, and

WHEREAS, a Lease Agreement outlining the County and Town obligations with respect to said construction and maintenance of said parking lot for the Dutchess Rail Trail on Lake Walton Road in the Town of East Fishkill is annexed hereto, and

WHEREAS, this Lease Agreement will replace the License Agreement dated December 1, 2008, originally authorized under Resolution No. 208331, in order to meet New York State Department of Transportation requirements for this project, and

WHEREAS, the Town of East Fishkill has authorized the Supervisor to execute said agreement, now, therefore be it

RESOLVED, that this Legislature authorizes the County Executive to execute the Lease Agreement with the Town of East Fishkill in substantially the same form annexed hereto.

APPROVED

CA-175-10
CAB/ca/G-1391-L
9/24/10
Fiscal Impact: See attached statement


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

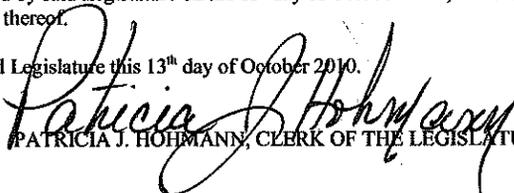
Date Oct 25, 2010

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

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 for approval to enter into a Lease with the Town of East Fishkill in connection with PIN 8760.25 Dutchess Rail Trail (Stage 3): Rt 82 to Rt 376 and Lake Walton Rd. to Old Manchester Rd., Towns of East Fishkill, Wappinger and LaGrange

Prepared by: Gregory V. Bentley, P.E., Director of Engineering

LEASE

This Lease made this day of , 2010, between the TOWN OF EAST FISHKILL, 330 Route 376, Hopewell Junction, New York, 12533 "Lessor" and the COUNTY OF DUTCHESS, 22 Market St., Poughkeepsie, New York, 12601 "Lessee"

WITNESSETH:

WHEREAS, the Lessor owns a parcel of land, approximately 0.66 acres more or less, tax grid number, 6358-04-588380, located on Lake Walton Road in the Town of East Fishkill adjacent to the Dutchess Rail Trail, and

WHEREAS, the Lessee would like to construct a parking lot on said property for the members of the public who use Dutchess Rail Trail, and

WHEREAS, the Lessor is willing to allow the Lessee to construct a parking lot on said property for the benefit of the public who use the Dutchess Rail Trail subject to the terms and conditions hereinafter set forth:

1. The Lessee at its own cost and expense shall be permitted to construct a parking lot containing approximately twenty (20) parking spaces on the property located on Lake Walton Rd., tax grid number, 6358-04-588380 as described in Exhibit "A" annexed hereto. Members of the public may use the parking lot to park their vehicles while they are using the Dutchess Rail Trail. Construction of the parking lot is expected to take place in either 2010 or 2011.

2. The term of this Lease is twenty (20) years commencing on with the option of four (4) five year renewal periods upon mutual agreement of the parties.

3. Before the commencement of construction of the parking lot, the Lessee and/or its Contractors shall provide the Lessor with a certificate of insurance indicating proof of general liability coverage in the sum of one million dollars (\$1,000,000.00) per occurrence. The Lessor shall be listed as an additional insured on the certificate(s) of insurance. Once construction is completed, the Lessee shall be required to provide the Lessor with a certificate of insurance indicating proof of general liability coverage in the sum of one million dollars (\$1,000,000.00) listing the Lessor as additional insured on an annual basis for the duration of this Lease.

4. The Lessor agrees to perform the following maintenance on the parking lot:

- (a) empty the garbage can(s) on a weekly basis.
- (b) mow the areas around the parking lot a minimum of three (3) times per year.
- (c) plow and sand the parking lot as soon as practicable based on the Town's plowing and sanding requirements.
- (d) sweep the parking each spring.

(e) Inspect the drainage culvert and storm water management facilities on or near the parking lot each spring. Perform routine maintenance, such as cleaning catch basins and removing blockages.

5. The Lessee agrees to indemnify and hold the Lessor harmless for all claims, suits, or actions for damages resulting from the Lessee's negligence in connection with the construction of the parking lot. The Lessor agrees to indemnify and hold the Lessee harmless for all claims, suits or actions for damages resulting from the Lessor's negligence in maintaining the parking lot.

6. Any notices to Lessor shall be directed to Supervisor of the Town of East Fishkill, 330 Route 376, Hopewell Junction, NY 12533. Any notices to Lessee shall be directed to the Commissioner of Public Works, 22 Market St., Poughkeepsie, NY 12601.

7. This License agreement dated December 1, 2008 will be terminated once this Lease is fully executed.

IN WITNESS WHEREOF, the parties have caused this license to be executed as of the day and year first written above.

APPROVED AS TO FORM:

ACCEPTED ; COUNTY OF DUTCHESS

County Attorney

By: _____
William R. Steinhaus
County Executive

APPROVED AS TO CONTENT:

TOWN OF EAST FISHKILL

Department of Public Works

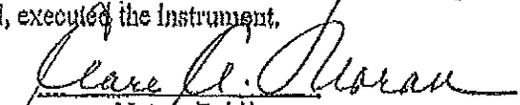
By: John L. Hickman Jr.

Print Name: John L. Hickman Jr.

Title: Town Supervisor

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

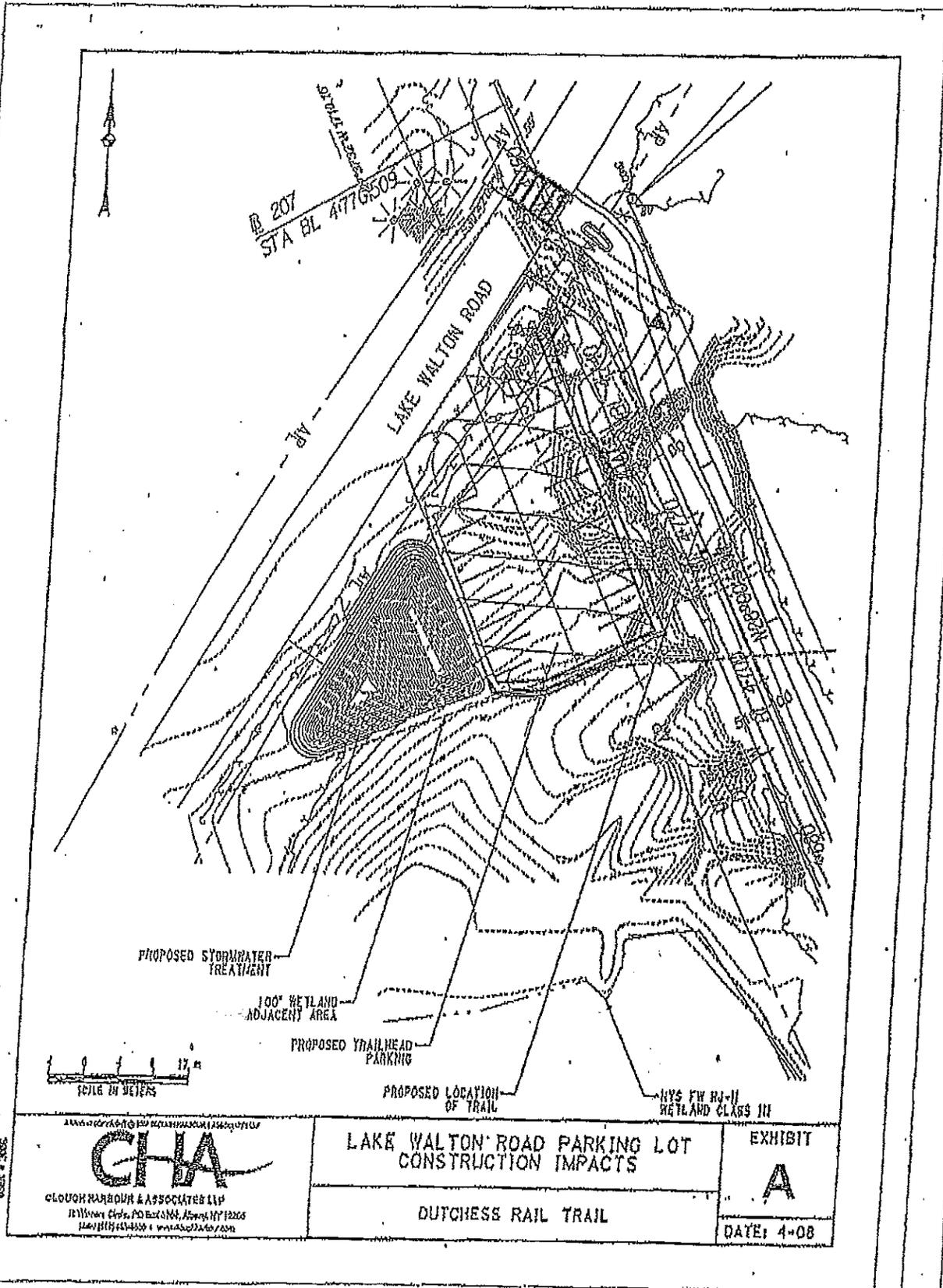
On this 21 day of SEPTEMBER, 2010, before me, the undersigned, personally appeared JOHN L. HICKMAN JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

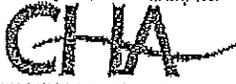
STATE OF NEW YORK)
)
) SS:
)
COUNTY OF DUTCHESS)

On this day of , 2010, before me, the undersigned, personally appeared WILLIAM R. STEINHAUS, County Executive of the County of Dutchess, 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 (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



FILE NAME = W:\PROJECTS\1034563\1034563.dwg
 DATE = 4-13-08
 USER = JWS


CIA
 CLOUGH HARBOUR & ASSOCIATES LLP
 111 West 41st St, PO Box 2094, New York, NY 10018
 Tel: (212) 692-3000 Fax: (212) 692-3001

**LAKE WALTON ROAD PARKING LOT
 CONSTRUCTION IMPACTS**
DUTCHESS RAIL TRAIL

**EXHIBIT
 A**
 DATE: 4-08

Roll call vote on the foregoing Resolution No. 2010279 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010280

RE: AUTHORIZING PERMIT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR USE OF STATE OWNED LAND FOR CONSTRUCTION OF THE DUTCHESS RAIL TRAIL IN THE TOWN OF EAST FISHKILL

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

WHEREAS, the State of New York is the owner of a 435± square foot parcel of land located on the south side of NY 82 adjacent to the cul-de-sac at Martin Road in the Town of East Fishkill, and

WHEREAS, the County wishes to enter into a Permit with the New York State Department of Transportation (NYSDOT), a copy of which is annexed hereto, for the use of said state owned land to allow for construction of the Dutchess Rail Trail between Martin Road and Turner Street in the Town of East Fishkill, and

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

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

CA-168-10
CAB/ca/R-0890
9/15/10
Fiscal Impact: See attached statement

APPROVED


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date Oct. 25, 2010

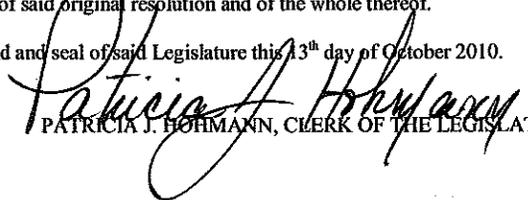
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Gregory V. Bentley, Director of Engineering, 486-2925

Original Owner _____
 Original Tenant _____
 Airspace Occupant x
 Subsequent Occupant _____

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
 OFFICE OF REAL ESTATE
 PERMIT FOR USE OF STATE-OWNED PROPERTY

PIN:	S000.00.201		Permit Account No.:	82309	
Property Location:	South side of NY 82 adjacent to the cul-de-sac at Martin Road				
Project:	PSC No. 5739 – Grade Crossing Elimination of NYNH and HRR Co. (New Haven Division) with Hopewell Junction Part 1A				
Map No:	3	Parcel No:	6	County:	Dutchess
Town:	East Fishkill		City/Village:		

THIS PERMIT, made this ___ day of _____, 20___ between

Dutchess County Department of Public Works
 626 Dutchess Turnpike
 Poughkeepsie, NY 12603
 Attention: Mathew Dutcavich

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

WITNESSETH:

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

WHEREAS the Permittee wishes to use and occupy said property;

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

1. The property covered by this permit shall be used only for the purpose of:

435± square feet of state-owned property for and access to the Dutchess Rail Trail

and for no other purpose whatsoever.

2. The fee to be charged shall be: \$1.00 payment waived per year beginning 9/1/2010.

3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road
Albany, New York 12232

4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Chapter 55 of the Laws of 1992.

5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the Permittee wishes to remain in occupancy. Failure to execute a new permit will require Permittee to immediately vacate the premises.

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

7. This permit supersedes the permit number n/a issued to n/a in the amount of n/a per n/a approved by the Director, Office of Real Estate on n/a.

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

Such General Liability Insurance shall be in the amount no less than \$2,000,000.00 (two million dollars) (combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured.

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

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

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

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

11. Permittee shall not place or store, or allow others to place or store, any flammable, explosive hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as

"junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a ten (10) days written notice of cancellation of the permit in accordance with Provision 16 of the permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.

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

13. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.

14. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.

15. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the premises.

16. This permit shall be renewed automatically for successive terms of one month each unless cancelled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.

17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.

18. It is understood and agreed by and between the parties that the Permittee will () will not (x) be entitled to any relocation benefits provided under State and Federal law.

19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.

20. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Permittee will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. Neither shall the Permittee discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

21. Permittee hereby agrees to indemnify and save harmless the State from any claim or loss including legal expenses by reason of the use or misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by Permittee, its employees, agents or invitees.

22. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.

23. This permit shall not be effective unless accepted and approved in writing by the State.

24. Additional provisions to permit: See Page 6

ACCEPTANCE:

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

Soc. Sec. No. _____ Signed _____

Fed. I.D. No. _____ By: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF _____) SS:

FOR INDIVIDUAL ACKNOWLEDGEMENTS

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

(Notary Public)

FOR CORPORATE ACKNOWLEDGEMENTS

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

(Notary Public)

RECOMMENDED: _____ Date _____
Regional Real Estate Officer

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

By _____ Date _____
Director, Office of Real Estate

RIDER TO USE AND OCCUPANCY PERMIT #82298

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

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

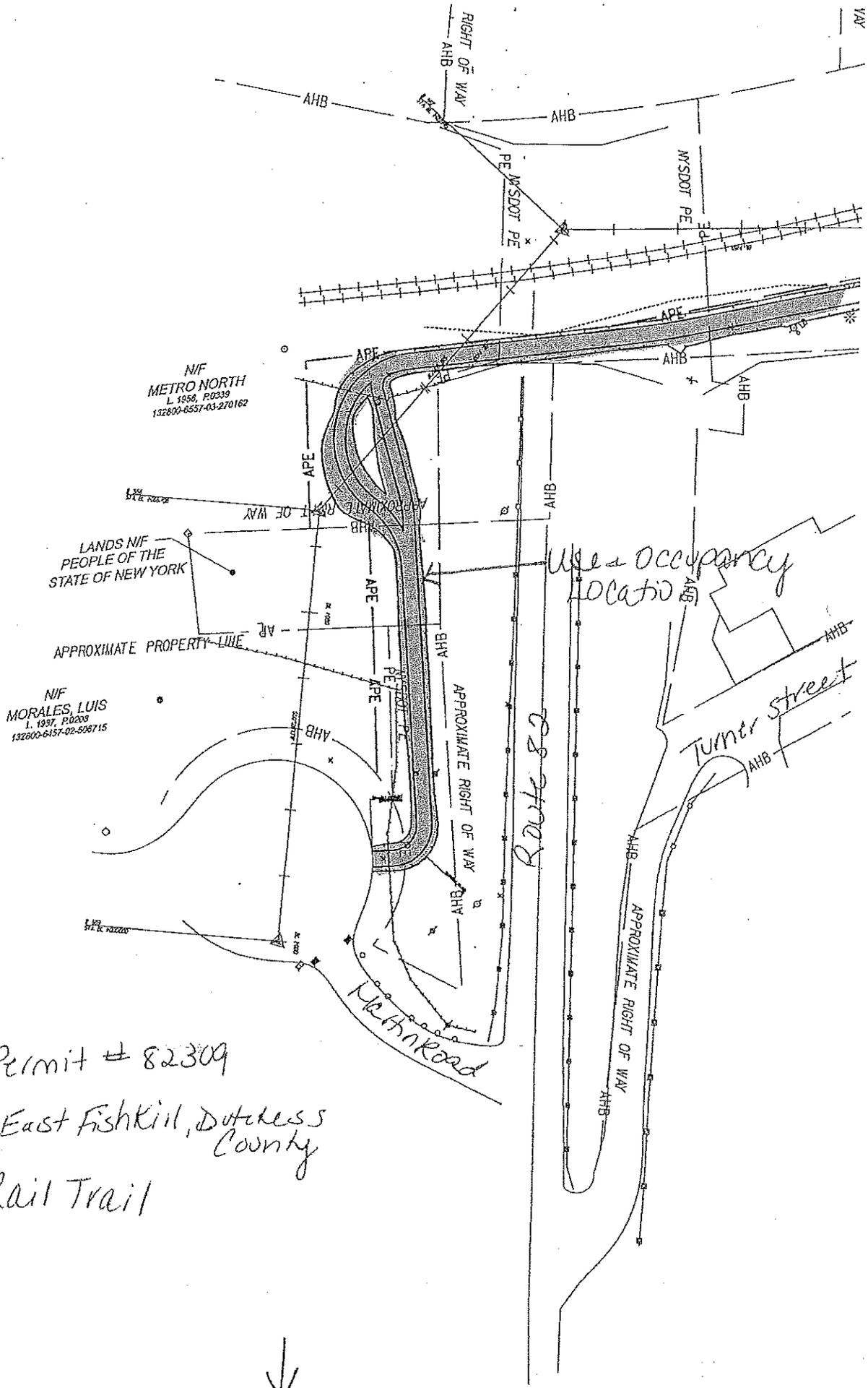
26. In the event of cancellation of this Permit by either party, Permittee may be required to remove any/all improvements to the permit area which have been placed there by the Permittee, at his own expense, within thirty (30) days, and restore the area to its pre-permit condition.

27. The State is not liable for expenses incurred by the permittee which may occur as a result of construction, maintenance, or use of the permit area for highway purposes.

28. Permittee agrees and understands that no trees, shrubs, landscaping, or other naturally occurring flora may be removed or disturbed in any fashion without prior approval from the Department of Transportation.

29. Permittee understands that the property included in this agreement is an estimate based on Department of Transportation right-of-way record plans and contract data; surveys, site plans, and other documentation submitted by the Permittee, if any; and public records. It is also understood that unless otherwise indicated, the Department of Transportation has not performed a survey for the purpose of precisely determining the extent of any highway encroachment by the Permittee.

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



Use O Permit # 82309
 NY 82
 Town of East Fishkill, Dutchess
 County
 ■ Rail Trail



Roll call vote on the foregoing Resolution No. 2010280 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010281

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

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

WHEREAS, by Resolution No. 209018 this Legislature approved an Intermunicipal Agreement with the Town of LaGrange (Town) for maintenance of the Town of LaGrange portion of the Dutchess Rail Trail, which agreement terminated on December 31, 2009, and

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

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

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

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

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

CA-161-10
CAB/ca/G-1391-J
9/9/10
Fiscal Impact: See attached statement

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date Oct. 25, 2010

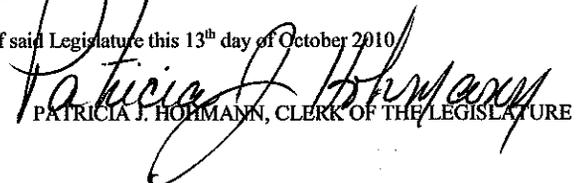
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$0

Over Five Years: \$0

Additional Comments/Explanation:

Prepared by: Steven J. Olsen, Parks Director

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the TOWN OF LAGRANGE, a municipal corporation with its offices at 120 Stringham Road, LaGrangeville, New York, 12540 (hereinafter referred to as the "TOWN")

WITNESSETH:

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

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

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

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

2. TERM OF AGREEMENT. The term of this Agreement shall commence on January 1, 2010 or the opening of the Trail (completion of Stage 3), whichever date is later. The County will notify the Town in writing at least thirty (30) days in advance of the opening of the Trail (completion of Stage 3). Representatives of the County and the Town will meet prior to November 1st of each year hereafter to review each party's maintenance responsibilities. This agreement may be renewed for successive one year terms unless either party to the agreement provides written notice of its intention not to renew no later than January 31st of each calendar year hereafter.

Notwithstanding the foregoing, this Agreement will not be operative if the Trail commences operation on or after January 1, 2012. The Town Board in office in January 2012 must adopt a resolution authorizing execution of the Agreement.

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

ACCEPTED : COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
William R. Steinhaus
County Executive

APPROVED AS TO CONTENT:

TOWN OF LAGRANGE

Charles E. Stone
Department of Public Works

BY: J. M. [Signature]
deputy supervisor

DUTCHESS RAIL TRAIL

SCOPE OF SERVICES FOR MAINTENANCE AGREEMENT

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

- 1. Substantial Repairs**- The County shall be responsible for all major repairs and/or replacement of any improvements associated with the Rail Trail including, but not limited to capital improvements, pavement or surface maintenance and repair, including surface of jogging trail. For the purposes of this paragraph the term "substantial and/or major repairs" shall mean any repair costing more than \$100.00 in materials or requiring more than five man hours.
- 2. Miscellaneous or Minor Repairs**. The Town shall perform minor repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail and related appurtenances. For the purposes of this paragraph, a minor repair shall be deemed to be any repair costing \$100.00 or less in materials supplied by the Town or requiring less than five man hours. Notwithstanding the foregoing, the Town's responsibility with regard to minor repairs shall not exceed \$3,500.00 in any calendar year. The Town shall only be responsible for minor repairs and not any replacements to original improvements made by the County. The County shall perform all other repairs to fence railings, nature and information stations, benches and other similar improvements to the Rail Trail. The County shall stockpile or obtain for the Town's use those materials that would typically be needed for minor repairs. It is expressly understood that the Town shall not be required to replace any improvements. An example of a minor repair is the repair or replacement of one or two fence rails or the repair of one or two bench slats.
- 3. Inspection and Monitoring**- The County and the Town will conduct biweekly inspections of the Rail Trail to identify obstacles, hazards, or items needing repair or maintenance. The Town will notify the County as soon as practicable, of those obstacles, hazards or items needing repair maintenance that are the County's responsibility under the terms of this agreement. The County will conduct the first inspection on the first Friday after the Trail is officially opened by the County. During the months of January through March, the County and Town will conduct monthly inspections as conditions permit. The Town shall be permitted to use a motor vehicle when conducting its inspections.
- 4. Vegetation Removal** - The County shall be responsible for a regular schedule of coarse vegetation maintenance, including cutting, clearing and removal, to limit encroachment on the trail. This work shall be performed a minimum of twice a year in June and August. At a minimum, the Town shall perform light trimming and removal of small tree limbs, branches and encroaching brush in May and July and upon request of the County. The County and the Town shall conduct additional vegetation removal as needed.

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

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

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

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

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

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

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

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

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

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

Roll call vote on the foregoing Resolution No. 2010281 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010282

RE: SETTING A PUBLIC HEARING WITH RESPECT TO A LEASE WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) RELATING TO SPACE AT THE TERMINAL BUILDING AT THE DUTCHESS COUNTY AIRPORT

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

WHEREAS, by Resolution Nos. 990156 and 206216 this Legislature authorized the County to enter into lease agreements with the Federal Aviation Administration (FAA) to rent approximately 1,300 square feet of floor space for remote transmitter and administrative space in the Terminal Building at the Dutchess County Airport, and

WHEREAS, the term has expired and the FAA desires to enter into a supplemental lease agreement for an additional five year term commencing October 1, 2010 through September 30, 2015, and

WHEREAS, pursuant to General Municipal Law Section 352, a public hearing must be conducted before the lease agreement, "Supplemental Agreement No. 1 to Lease DTFAEA-06-L-00023", is approved by this Legislature, now, therefore, be it

RESOLVED, that this Legislature shall conduct a public hearing on the proposed lease agreement on the 4TH day of November, 2010 at 7pm o'clock in the legislative chambers, County Office Building, 22 Market Street, Poughkeepsie, New York, and be it further

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

CA-166-10
CAB/ca/R-0788-B
9/15/10
Fiscal Impact: See attached statement

APPROVED

WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

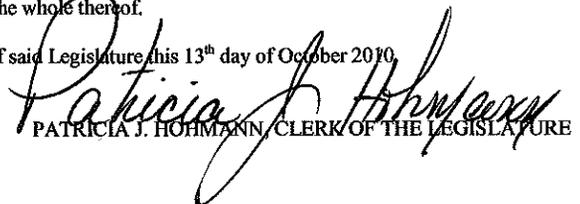
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

Date October 22, 2010

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ 24,000
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$0 _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Edward Rose 

U.S. Department of Transportation Federal Aviation Administration	SUPPLEMENTAL AGREEMENT NO. 1	DATE 07/15/2010
SUPPLEMENTAL LEASE AGREEMENT		TO LEASE NO. DTFAEA-06-L-00023

ADDRESS OF PREMISES:
RTR-Space, Dutchess County Airport Terminal Building, Wappingers Falls, NY 12590

THIS AGREEMENT, made and entered into this date by and between County of Dutchess whose address is 22 Market Street, Poughkeepsie, NY 12601 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:
Lease No. DTFAEA-06-L-00023 will be extended for the period October 1, 2010 through September 30, 2015.
The government shall pay the Lessor rental for the premises in the amount \$2,000 per month, totaling \$24,000 per annum during the lease period.
All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor is, is not required to sign this document and return 3 copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date

LESSOR: .
BY _____ (Signature) _____ (Title)
IN THE PRESENCE OF (witnessed by:) _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA
BY _____ (Signature) _____ Contracting Office (Official Title)

Roll call vote on the foregoing Resolution No. 2010282 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010283

RE: RENTAL OF TOWN-OWNED SNOW AND ICE CONTROL EQUIPMENT FOR USE ON COUNTY HIGHWAY SYSTEM

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

WHEREAS, Article 6, Section 135-a of the New York State Highway Law provides authorization for the County to empower the Commissioner of Public Works to enter into agreements with designated towns for the purpose of renting town-owned snow and ice control equipment for use of the County Highway System, and

WHEREAS, it is in the best interest of the County, and the safety and transportation needs of residents and users of the highways in outlying areas of the County, to enter into such agreements for the rental of equipment as may be needed to supplement existing County government forces and resources, and

WHEREAS, a copy of the proposed Intermunicipal Agreement for the Provision of Snow Removal and Ice Control Services is annexed hereto, and

WHEREAS, the Commissioner of Public Works has determined and recommended, based on existing needs, that it is essential to rent such snow and ice control equipment from the Towns of Clinton, Dover, Fishkill, Milan, Northeast, Pawling, Rhinebeck, Stanford and Union Vale for said public safety purposes, and at such terms and rental rates as may be determined and prescribed by the Department of Public Works, now, therefore, be it

RESOLVED, with the approval of this Legislature, that the Commissioner of Public Works is hereby authorized to arrange for such equipment rentals, supervise these activities, and order payment for such rental of equipment as may be necessary for these purposes during the 2010-2011 winter season, and be it further

RESOLVED, that the County Executive is authorized to execute Intermunicipal Agreements for the Provision of Snow Removal and Ice Control Services in substantially the same form as annexed hereto with the Towns listed in this resolution.

CA-144-10 CAB/ca/G-0188
9/15/10 Fiscal Impact: See attached statement.

Variable according to seasonal requirements. Budgeted line items are based on prediction of severity of winter. Any deviation from that would make a fiscal impact. An unusually mild winter would lessen impact. Towns currently assist with snow and ice control on approximately 25% of total County Road System (396 miles).

APPROVED



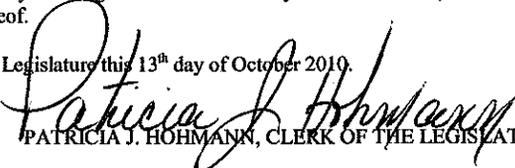
WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.

04 25 2010

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 260,000

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):
D5142.4570.62 ANNUAL BUDGET

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$50,000

Net County Cost (this year): \$260,000
Over Five Years: _____

Additional Comments/Explanation:

We estimated a savings of \$50,000 by having outlying towns perform Snow and Ice functions, this will reduce D.P.W. travel time to various areas.

Prepared by: _____

INTERMUNICIPAL AGREEMENT BETWEEN

DUTCHESS COUNTY

AND THE TOWN

OF

FOR THE PROVISION OF SNOW REMOVAL AND

ICE CONTROL SERVICES

October 2010 – April 2011

October 2010

TABLE OF CONTENTS

	Page
I. Term of Agreement	2
II. Scope of Work	2
III. Services to be Provided	2
IV. Level of Service	3
V. Payment	3
VI. Method of Payment.....	4
VII. Indemnification and Insurance.....	4
IX. Exhibits.....	
Exhibit A – Resolution by the Town Board	
Exhibit B – Resolution by the County Legislature	
Exhibit C – County Road Map and Mileage	
Exhibit D – Blank Reporting Documents	

Intermunicipal Agreement for Snow Removal and Ice Control Services

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the **COUNTY OF DUTCHESS**, a municipal corporation having its office and place of business at 22 Market Street, Poughkeepsie, New York, 12601, hereinafter referred to as the "**County**," and the **TOWN OF _____**, a municipal corporation within the County of Dutchess, having its office and place of business at _____, New York, hereinafter referred to as the "**Town**."

WITNESSETH

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages of the County, and

WHEREAS, the County Commissioner of Public Works, in his capacity as the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads, and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads, and

WHEREAS, the County desires to contract with the Town for the control and removal of snow and ice from County roads within the Town, and

WHEREAS, the County Commissioner of Public Works may, pursuant to Dutchess County Administrative Code Article 14.01(b) and Article 33.01, and Dutchess County Charter Section 33.02; contract with the Town for snow removal and for salting or otherwise treating County roads for the purpose of removing the danger of ice and snow, and

WHEREAS, the Town has appropriate snow and ice removal equipment and sufficient snow and ice control personnel to contract with the County for snow and ice control services, and

WHEREAS, the Supervisor of the Town has been authorized to execute this Intermunicipal Agreement pursuant to the Town Board Resolution No. _____ of 2010, (annexed hereto as Exhibit A), and

WHEREAS, the County Executive has been authorized to execute this Intermunicipal Agreement pursuant to Dutchess County Legislature's Resolution No. _____ of 2010, (annexed hereto as Exhibit B),

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Section ,135-a of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services on a portion of the County highway system within the Town and that the County will pay for, and reimburse the Town for the provision of these services in the manner described herein.

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of 1 year beginning October 1, 2010 and expiring on September 30, 2011. This agreement may be extended or renewed for up to 5 years upon mutual consent of both parties. Annual adjustments to the reimbursement and/or payment rates will be as outlined in the payment section.

II. SCOPE OF WORK:

This agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials. The following list of Standard Activities will be routinely performed by the Town:

1. Supervision;
2. Supervisory patrolling;
3. Radio watch/ Dispatch
4. Preparedness for snow and ice control;
5. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or deicing materials
6. Removal of snow at intersections to improve sight distance and safety;
7. Treatment of slippery spots, including 'black ice', and bridges;
8. Routine benching using plow trucks;

III. SERVICES TO BE PROVIDED:

The basic service elements to be provided by the Town as part of this Agreement are as follows:

Snow Control Goals

Complete bare pavement on County roads is not expected during a storm. The road should be passable to the extent practicable during the storm. The full pavement should be bare as soon as possible after the storm concludes.

Removal of Snow from Intersections

Snow shall be cleared from intersections with County/County or County/Town roads sufficiently to provide adequate sight distance and safety.

Material Application Rate

The application rate of Traction Sand or Anti-Icing/De-Icing Agents on County roads shall be based on prevailing and expected weather conditions in accordance with **Table 7** of Cornell Local Roads Program's *Snow and Ice Control* manual. The table is also found in Dutchess County's *Snow and Ice Control* manual. The Town will be reimbursed for materials used on County roads as reported on the appropriate reporting forms submitted to the County.

IV. LEVEL OF SERVICE:

The Town will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the objectives of the New York State Department of Transportation "Highway Maintenance Guidelines for Snow and Ice Control" dated December 1993, as modified herein. The Town as an agent of the County in performing the function herein delegated to it by the County, shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

The County roads on which the Town is to perform snow and ice control operations are attached to this agreement as Exhibit C. The County shall update this inventory annually to reflect any changes in mileage as reported to New York State in the Local Highway Inventory as of December of each year.

V. PAYMENT:

In consideration of the performance by the Town, the County agrees to pay for Standard Activities to the Town each year during the term of this Agreement. Payment shall be divided into three categories; reimbursement for personnel costs (including salaries, benefits and overtime, as applicable), rental of equipment, and Town Highway Superintendant road patrolling. The payment rate for each category shall be as follows:

- a. Personnel – Actual cost of personnel, including fringe benefits and overtime, as applicable, based on Town's payroll rates.
- b. Equipment Rate– Rental rates for equipment as shown in the latest edition of the *New York State Department of Transportation, Office of Operations Management, Equipment Rental Rate Schedule*.

Traction Sand or Anti-Icing/De-Icing Agents used by the Town on County roads shall be supplied by the County.

Adjustments to the Equipment Rate listed above shall be made annually to reflect the latest NYSDOT published rates. Personnel costs shall change whenever the Town's payroll is modified for the employees engaged in the work covered by this agreement.

VI. METHOD OF PAYMENT:

The Town shall submit the following information to the County to request payment:

1. List of equipment used in the performance of this Agreement. The Town shall inform the County if the Town's equipment is added, changed or taken out of service after execution of this Agreement.
2. List of employees engaged in the performance of the Agreement and associated salary rates (including fringe benefits.) The Town shall inform the County if the Town's personnel or payroll changes after execution of this Agreement.
3. Storm Payment Worksheet.
4. Snow and Ice Control Storm Report
5. Daily Report of Operations for Snow and Ice Control and Removal.

Blank documents used to report the information listed above are included in Exhibit E. Payment for personnel and equipment shall be made directly to the Town.

VII. INDEMNIFICATION AND INSURANCE:

The County agrees to obtain and maintain in full force and effect, for the term of this agreement and renewal periods thereof, insurance coverage as described below, as a part of its obligation to indemnify, defend and hold harmless the Town, its officers, agents and employees, as set forth above. The County shall provide proof of the following insurance coverages in the form of a Certificate of Insurance, prior to commencing work under this Agreement and shall provide copies to the Town of any renewal or modification to its insurance policies.

A. Liability and Property Damage Insurance:

General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$1,000,000.00 per occurrence, \$2,000,000 aggregate. The Town will be listed as additional insured.

B. Motor Vehicle Insurance:

Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. The Town will be listed as additional insured..

C. Excess/Umbrella Liability:

Excess/Umbrella coverage in the amount of \$10,000,000.

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

IN WITNESS HEREOF, the parties have executed this Agreement by their duly authorized officers.

COUNTY OF DUTCHESS

By _____
William R. Steinhaus
County Executive

TOWN OF _____

By _____
[Supervisor]
Town Supervisor

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS:

On this ___ day of _____, 2010, before me, the subscriber, personally came **William R. Steinhaus** to me known, who being by me duly sworn, did depose and say that he resides in Dutchess County, New York; that he is the COUNTY EXECUTIVE of the COUNTY OF DUTCHESS, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it is so affixed by virtue of the statutes of the State of New York in such case made and provided by Resolution No. ___ adopted by the Dutchess County Legislature on _____, 2010 and that he signed his name thereto by virtue of such authority.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS:

On the ___ day of _____, 2010, before me, the subscriber, **[Supervisor]** personally came to me known, who, being by me duly sworn, did depose and say that he resides in _____, New York, that he is the SUPERVISOR of the TOWN OF _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that is/was so affixed pursuant to a resolution of the Town Board of said Town, adopted on the ___ day of _____, 2010, and that she/she signed his/her name by virtue of such authority.

Notary Public

EXHIBIT A
RESOLUTION BY TOWN BOARD

RESOLUTION

____ of 2010

At a meeting of the Town Board of _____ held on _____, 2010
_____ offered the following Resolution and moved its adoption, Seconded by
_____.

WHEREAS, the Town Superintendent of Highways has been requested by the County of Dutchess to participate in the regional County Highway Snow and Ice Control Program within the boundaries of the Town, and

WHEREAS, the County of Dutchess is requesting that the Town enter into a contract with the County for participation in the County Snow and Ice Control Program, and

WHEREAS, and logically, an earlier or sooner response factor can be provided by Town units and personnel within the locale thereby benefiting the overall safety and welfare of town residents and local community interest, and

WHEREAS, such participation by the Town in removing snow from designated County Highways, and by sanding and salting or otherwise treating them for the purpose of maintaining highway safety and accessibility for emergency services, is specifically authorized by Article 6, Section 135-a of the New York State Highway Law, now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute a contract for the Town's participation in the County Snow and Ice Control Programs, and the Town Superintendant of Highways is herein authorized to perform such work in accordance with, and to receive payment as outlined in the Town and County contract for the County Snow and Ice Control Program for the Winter season 2010 – 2011.

I, _____ Clerk of the Town of _____, DO HEREBY CERTIFY that the foregoing is a true copy of a resolution offered and adopted at a meeting of the Town Board, held on _____, 2010.

EXHIBIT B
RESOLUTION BY COUNTY LEGISLATURE

RESOLUTION NO.

RE: RENTAL OF TOWN-OWNED SNOW AND ICE CONTROL
EQUIPMENT FOR USE ON COUNTY HIGHWAY SYSTEM

Legislator
offer the following and move its adoption:

WHEREAS, Article 6, Section 135-a of the New York State Highway Law provides authorization for the County to empower the Commissioner of Public Works to enter into agreements with designated towns for the purpose of renting town-owned snow and ice control equipment for use of the County Highway System, and

WHEREAS, it is in the best interest of the County, and the safety and transportation needs of residents and users of the highways in outlying areas of the County, to enter into such agreements for the rental of equipment as may be needed to supplement existing County government forces and resources, and

WHEREAS, a copy of the proposed Intermunicipal Agreement for the Provision of Snow Removal and Ice Control Services is annexed hereto, and

WHEREAS, the Commissioner of Public Works has determined and recommended, based on existing needs, that it is essential to rent such snow and ice control equipment from the Towns of Clinton, Dover, Fishkill, Milan, Northeast, Pawling, Rhinebeck, Stanford and Union Vale for said public safety purposes, and at such terms and rental rates as may be determined and prescribed by the Department of Public Works, now, therefore, be it

RESOLVED, with the approval of this Legislature, that the Commissioner of Public Works is hereby authorized to arrange for such equipment rentals, supervise these activities, and order payment for such rental of equipment as may be necessary for these purposes during the 2010-2011 winter season, and be it further

RESOLVED, that the County Executive is authorized to execute Intermunicipal Agreements for the Provision of Snow Removal and Ice Control Services in substantially the same form as annexed hereto with the Towns listed in this resolution.

CA-144-10
CAB/ca/G-0188
8/12/10

Fiscal Impact: See attached statement.

Variable according to seasonal requirements. Budgeted line items are based on prediction of severity of winter. Any deviation from that would make a fiscal impact. An unusually mild winter would lessen impact. Towns currently assist with snow and ice control on approximately 25% of total County Road System (396 miles).

EXHIBIT C
COUNTY ROAD MAP AND MILEAGE

EXHIBIT D
REPORTING DOCUMENTS



DUTCHESS COUNTY D.P.W. SNOW AND ICE CONTROL

Snow and Ice Control Storm Report

A. Date of Storm:

Type:

Duration of Storm:

1. Begin Snow & Ice Control Operations:

(Total operation time – jurisdiction-Town-District-etc.)

Date:

Time:

am.

pm.

2. End Snow and Ice Control Operations:

Date:

Time:

am.

pm.

REMARKS:

Sample

B. NAME:

TITLE:

TOWN OF:

*** To be completed by Town Highway Superintendent/Supervisor/ or Contractor with in charge responsibility.**

Information in Blue can be deleted and new data typed in.

COUNTY OF DUTCHESS - DEPARTMENT OF PUBLIC WORKS
 DAILY REPORT OF OPERATIONS
 SNOW AND ICE CONTROL AND REMOVAL

COUNTY: DUTCHESS		TOWN/VILLAGE:			DATE:		
EMPLOYEES				MILEAGE READING			
OPERATOR				SANDING		PLOWING	
				IN _____		IN _____	
HELPER				OUT _____		OUT _____	
				TOTAL _____		TOTAL _____	
EXTRA PERSONAL SERVICE							
NAME			HRLY. RATE	HOURS	TOTAL		
GRAND TOTAL							
EQUIP. #	HOURS		COMPOSITE RATE		TOTAL		
ROUTES WORKED ON		+ KIND OF WORK	TIME			MATERIALS USED	
SANDING			START	FINISH	HRS.	*KIND	QUANTITY
			M	M			
			M	M			
			M	M			
			M	M			
PLOWING:	EQUIP. #	HOURS		COMPOSITE RATE		TOTAL	
			M	M			
			M	M			
			M	M			
			M	M			
SIGNATURE OPERATOR				SIGNATURE FOREMAN			
+ KIND OF WORK				* KIND OF MATERIALS			
CODE	DESCRIPTION			CODE	DESCRIPTION		
61	APPLY CHEMICALS & ABRASIVES			04	C.Y. ABRASIVES		
62	SNOW PLOWING AND REMOVAL			10	LBS. SODIUM CHLORIDE		
63	STOCKPILING, HAULING			11	LBS. CALCIUM CHLORIDE		
64	PATROL, SPOT TREATMENT			27	L.F. SNOW FENCE		
65	ICE REMOVAL, SCRAPING						
66	MARKING ROADSIDE OBSTRUCTIONS & HAZARDS						
67	SNOW FENCING, DRIFTING CONTROL						

DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS
TOWN EMPLOYEE INFORMATION SHEET

LIST OF NAMES OF PERSONS EMPLOYED BY
THE TOWN HIGHWAY SUPERINTENDENT FOR THE TOWN OF

AUTHORIZED IN SNOW REMOVAL FOR THE COUNTY OF DUTCHESS ASSIGNED ROADS

I, the undersigned, Town Superintendent of the Town of WAPPINGER, County of Dutchess, do hereby certify that the hereinafter named persons have been employed by me and that the amount set opposite their names in the column which bears the heading, "Rate per hour" is the compensation per hour for the calendar year 2010 and in the column which bears the heading "Benefit per hour" is the compensation per hour and that they are to be employed in the capacity indicated in the column bearing the heading, "TITLE".

EMPLOYEE LAST NAME	EMPLOYEE FIRST NAME	TITLE	RATE PER HOUR	BENEFIT RATE PER HOUR	OVERTIME RATE/HOUR	OT BENEFIT RATE/HOUR
—	Dan	MEO	22.79	16.41	34.19	8.20
—	John	MEO	22.79	16.41	34.19	8.20
—	Craig	HMEO	23.98	17.27	35.97	8.63
—	Kevin	MEO	22.79	16.41	34.19	8.20
—	Chris	MEO	22.79	16.41	34.19	8.20
—	William	MEO	22.79	16.41	34.19	8.20
—	Michael	MEO	22.79	16.09	33.53	8.05
—	Matt	MEO	22.79	16.41	34.19	8.20
—	Don	HMEO	23.68	17.05	35.52	8.52
—	David	MEO	22.79	16.41	34.19	8.20
—	Steve	HMEO	24.33	17.52	36.50	8.76
—	Terry	HMEO	24.73	17.81	37.10	8.90
—	Doug	HMEO	25.18	18.13	37.77	9.06
—	Matt	HMEO	23.98	17.27	35.97	8.63
—	Michael	HMEO	23.98	17.27	35.97	8.63
—	George	FOREMAN	25.83	18.60	38.75	9.30

REGULAR WORKING HOURS 7:00 AM - 4:00 PM MONDAY THRU FRIDAY

TOWN SUPERINTENDENT _____

DATE _____

Section 140 (4) of the Highway Law requires the Town Superintendent to file a list of persons employed, the compensation paid to each, and the capacity in which they are employed, in the office of the Town Clerk.

Roll call vote on the foregoing Resolution No. 2010283 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010284

RE: APPROVAL OF REVISED DUTCHESS COUNTY FIRE, RESCUE AND EMS MUTUAL AID PLAN FOR DUTCHESS COUNTY

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

WHEREAS, by Resolution No. 2005253, this Legislature approved the Dutchess County Mutual Aid Plan, and

WHEREAS, by Resolution No. 207369, this Legislature approved a Mutual Aid Plan for Dutchess County Emergency Medical Services, and

WHEREAS, per the requirements of the Mutual Aid Plan, a five-year review was recently completed and based on that review it was determined that the two Plans should be combined and revised, and

WHEREAS, the Plan allows for the exchange of resources as needed between EMS agencies and fire departments within Dutchess County and is the "backbone" of the day-to-day operations of the EMS and Fire services in Dutchess County, and

WHEREAS, the Plan will be submitted to the New York State Fire Mobilization Plan of the New York State Office of Fire Prevention and Control; the New York State Department of Health Bureau of Emergency Medical Services, and the Hudson Valley Regional Emergency Medical Services Council, and

WHEREAS, it is requested that the Dutchess County Legislature approve the revised Fire, Rescue and EMS Mutual Aid Plan for Dutchess County, a copy of which is on file with the County Legislature, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the Fire, Rescue and EMS Mutual Aid Plan for Dutchess County.

APPROVED


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-145-10
CAB/ca/G-1506
8/12/10
Fiscal Impact: See attached statement

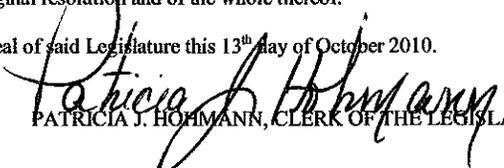
Date Oct. 25, 2010

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: John Murphy



May 10, 2010

Dear Governing Officials,

Enclosed please find the newly revised *Dutchess County Fire, Rescue and EMS Mutual Aid Plan*. As per the requirements of our current Mutual Aid Plan, we have just completed the five-year review. During the review process, the Mutual Aid Plan Committee, under the leadership of Deputy Coordinator Keith Davidson, felt the Plan needed to be brought into the 21st Century.

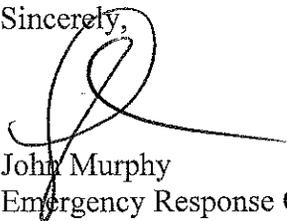
I believe you will find the revised Plan's new format to be more user-friendly. The revised plan has three main sections; the Mutual Aid Plan, the Fire/Rescue Plan and the EMS Plan. The revised format has reduced most of the redundancy found in the prior Fire and EMS Plans.

The Mutual Aid Plan is being presented to you for your review and approval. I am requesting that the attached *Resolution* form be completed and returned to our office in the self addressed stamped envelope by July 31, 2010.

I would like to express my sincere appreciation to Deputy Coordinator Keith Davidson, all the members of the committee, and Senior Assistant County Attorney Carol A. Bogle for their dedication to this task as well as to the long hours they put into providing emergency services to the residents and visitors of Dutchess County.

Please contact this office if you have any questions about the enclosed Mutual Aid Plan.

Sincerely,


John Murphy
Emergency Response Coordinator

attachments

**Dutchess
County
Department of
Emergency
Response**

Liam R. Steinhaus
County Executive

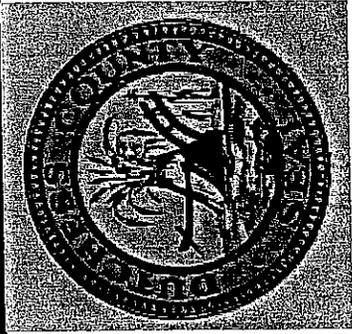
John Murphy
Coordinator

392 Creek Road
Poughkeepsie
New York
12601

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

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





Dutchess County

Department of Emergency Response

Dutchess County Fire – Rescue and EMS Mutual Aid Plan and Reference Documents

May 2010

**Dutchess County Department of Emergency Response
Fire – Rescue and EMS Mutual Aid Plan**

May 2010

CONTENTS

***LETTER FROM DUTCHESS COUNTY EMERGENCY RESPONSE
COORDINATOR JOHN MURPHY***

PARTICIPATING AGENCY - GOVERNING BOARD RESOLUTION DOCUMENT

MUTUAL AID PLAN REVISION HIGHLIGHTS

SECTION 1 – MUTUAL AID PLAN MAIN DOCUMENT

SECTION 2 – FIRE - RESCUE COMPONENT OF THE MUTUAL AID PLAN

SECTION 3 – EMS COMPONENT OF THE MUTUAL AID PLAN

SECTION 4 – APPENDIX - REFERENCE DOCUMENTS

Dutchess

**Dutchess
County
Department of
Emergency
Response**

William R. Steinhaus
County Executive

John Murphy
Coordinator

392 Creek Road
Poughkeepsie
New York
12601

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

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



May 10, 2010

Dear Governing Officials,

Enclosed please find the newly revised *Dutchess County Fire, Rescue and EMS Mutual Aid Plan*. As per the requirements of our current Mutual Aid Plan, we have just completed the five-year review. During the review process, the Mutual Aid Plan Committee, under the leadership of Deputy Coordinator Keith Davidson, felt the Plan needed to be brought into the 21st Century.

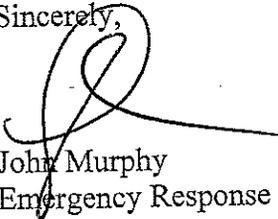
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The Mutual Aid Plan is being presented to you for your review and approval. I am requesting that the attached *Resolution* form be completed and returned to our office in the self addressed stamped envelope by July 31, 2010.

I would like to express my sincere appreciation to Deputy Coordinator Keith Davidson, all the members of the committee, and Senior Assistant County Attorney Carol A. Bogle for their dedication to this task as well as to the long hours they put into providing emergency services to the residents and visitors of Dutchess County.

Please contact this office if you have any questions about the enclosed Mutual Aid Plan.

Sincerely,



John Murphy
Emergency Response Coordinator

attachments



*Dutchess County
Department of Emergency Response
Mutual Aid Plan Participating Agency
Governing body resolution and participation approval*

Resolution by the governing board having jurisdiction over the participating agency.

_____ offered the following resolution and moved its adoption.

Resolved that this board authorizes the participation of the _____
_____ in the Dutchess County Mutual Aid Plan and certifies to the Dutchess County legislature through the Dutchess County Emergency Response Coordinator that no restrictions exist against "outside service" by such participating agency named herein within the meaning of section 209 of the New York State General Municipal Law which would effect the power of said agency to participate.

Restrictions : If any restrictions exist, they must be documented below per the Main Body Document Section 11 parts A & B.

Services Provided EMS _____ Fire Rescue _____

And be it further resolved that a copy of this resolution be filed with the Dutchess County Emergency Response Coordinator.

_____ seconded the resolution

Voted: In favor: _____ Opposed: _____ Abstained : _____

Carried: _____

Date: _____

Recording Officer: _____

This resolution supersedes all previous like resolutions



Dutchess County
Department of Emergency Response
Keith W. Davidson
Deputy Coordinator

May 10, 2010

Dear Governing Board Members,

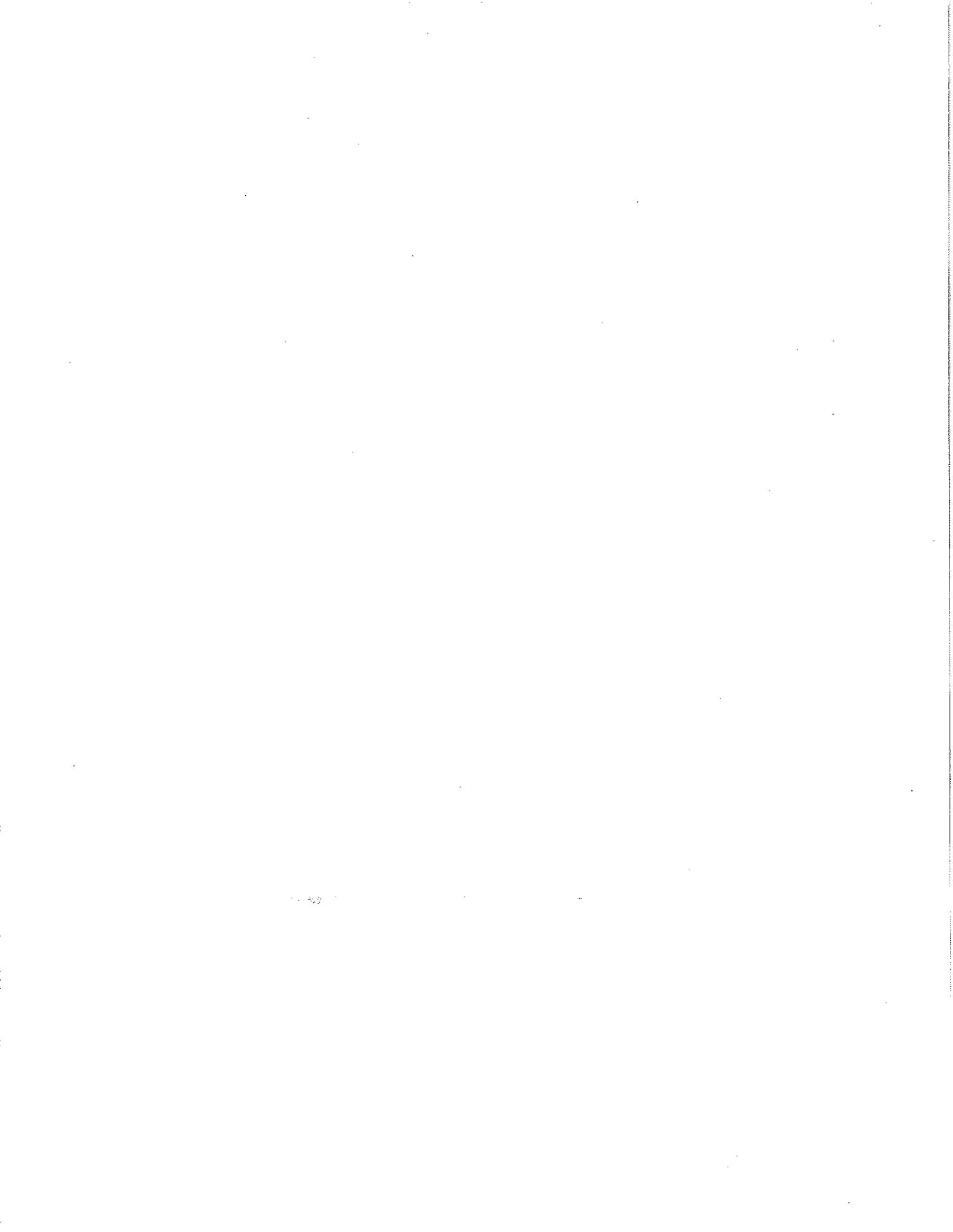
Listed below is an overview of the approach and format changes to the Dutchess County Mutual Aid Plan. The format of the new plan has been revised and is more aligned to Dutchess County and present day operations. It is my belief that the committee has provided a new and revised plan in a format that provides greater strength to our mutual aid system and multiple agency operations.

- Deep dive review of the existing documents to remove duplication and move common areas to a main document where they are applicable to all agencies.
- Created two new components for Fire/Rescue & EMS services.
- Created an appendix section for reference documents and information.
 - * Documents in the appendix can be updated and added without a full scope review/approval of the entire plan
- A revised resolution and approval process for the governing boards.
- Future creation of a central repository database for participating agencies to access the Mutual Aid Plan and reference documents.

My sincerest thanks to the Mutual Plan and EMS committees, Dutchess County Emergency Response Coordinator Murphy and his staff, and to Senior Assistant County Attorney Carol A. Bogle for all of their support and dedication towards this significant accomplishment for Dutchess County.

Sincerely,

Keith W. Davidson
Chairman, Dutchess County
Mutual Aid Plan Revision Committee



THE DUTCHESS COUNTY OFFICE OF EMERGENCY RESPONSE
FIRE ~ RESCUE ~ EMS
MUTUAL AID PLAN FOR THE COUNTY OF DUTCHESS
RECOMMENDED FOR ADOPTION BY:
DUTCHESS COUNTY FIRE AND SAFETY ADVISORY BOARD



ORIGINAL DATED JANUARY 15, 1955

Revised: August 15, 1977

Revised: January 16, 1984

Revised: January 22, 1990

Revised: January 2004

Revised: April 2010

Submitted By Dutchess County Emergency Response Coordinator John Murphy

Date: _____

Adopted by Dutchess County Legislature

Date: _____

Resolution no. _____ Dutchess County Mutual Aid Plan

The _____ committee offers the following resolution and move for its adoption as the Dutchess County Mutual Aid Plan. A copy of the resolution is attached to and included in this document.

Approved by Dutchess County Executive – William R. Steinhaus

Date: _____

Submitted to the New York State Fire Mobilization Plan by the New York State Office of Fire Prevention and Control

Date: _____

SUBMITTED TO THE

New York State Department of Health Bureau of Emergency Medical Services

Filing Date _____

SUBMITTED TO THE

Hudson Valley Regional Emergency Medical Services Council

Filing Date _____

TABLE OF CONTENTS

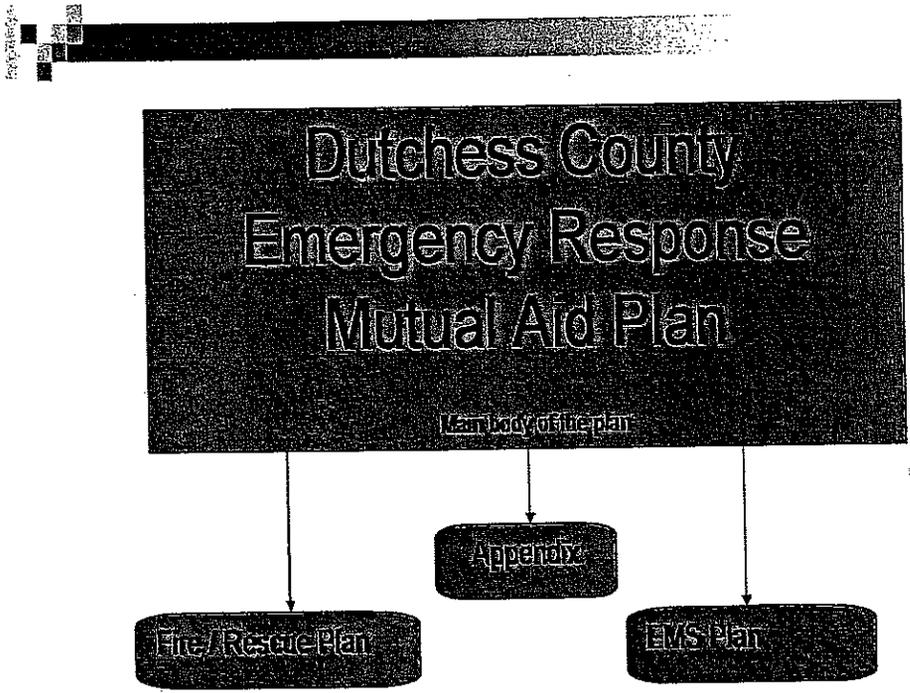
TITLE	SECTION
MUTUAL AID PLAN OUTLINE DIAGRAM	1
PURPOSE	2
DEFINITION OF FIRE DEPARTMENTS, FIRE DISTRICTS, AND EMS AGENCIES	3
EXTENT AND LIMIT OF PARTICIPATION WITH OTHER COUNTIES	4
AUTHORIZATION	5
ADMINISTRATION	6
OBJECTIVE	7
STANDARDIZATION OF EMERGENCY SERVICES	8
AMENDMENTS	9
ANNUAL REVIEW	10
ENTERING AND PARTICIPATING IN THE PLAN	11
REQUESTS FOR MUTUAL AID	12
LIABILITY RESPONSIBILITY AND REIMBURSEMENT	13
INCIDENT COMMAND AND MANAGEMENT	14
PARTICIPATING AGENCY COMPLIANCE	15
MUTUAL AID REVIEW BOARD	16
PARTICIPATING AGENCY WITHDRAWAL FROM PLAN	17
LINE OF AUTHORITY	18
BATTALION & DEPUTY COORDINATORS	19
STATUS OF PARTICIPATING AGENCIES	20
MULTIPLE CASUALTY INCIDENT (MCI)	21
INVENTORY OF PARTICIPATING AGENCIES	22
COORDINATION WITH OTHER SERVICES FOR EMERGENCY RELATED EVENTS	23
TRAINING - Fire ~ Rescue - EMS	24
CRITICAL INCIDENT STRESS TEAM (CIRT)	25
DUTCHESS COUNTY FIRE POLICE RESPONSE TEAM	26
COMPLIANCE WITH THE DUTCHESS COUNTY RADIO PLAN	27
DUTCHESS COUNTY EMERGENCY RESPONSE COMMUNICATIONS POLICY	28

Appendix

Title	Section
Department of Emergency Response Organization Chart	A - 1
Participating agencies	A - 2
Communications Center and Radio Plan	A - 3
Multiple Casualty Incident Plan	A - 4
Resolution document for participating agencies	A - 5
Dutchess County Charter	A - 6
Dutchess County Code For Civil Defense/Emergency Management	A - 7
Mutual Aid Plan Revision Committee	A - 8
Dutchess County Arson Control Program	A - 9
References	A - 10

1. MUTUAL AID PLAN OUTLINE

DUTCHESS COUNTY
EMERGENCY RESPONSE
FIRE ~ RESCUE ~ EMS
MUTUAL AID PLAN COMPONENT OUTLINE



2. PURPOSE

The purpose of this plan is to provide assistance and protection for all Dutchess County communities in the case of fire or other emergency.

Local mutual aid plans operating exclusive of the Dutchess County Mutual Aid Plan other than those required by New York State Law, are not permitted

3. DEFINITION OF FIRE DEPARTMENTS, FIRE DISTRICTS, EMS AGENCIES

For the purpose of definition - the term participating agencies shall be used throughout this document.

The terminology Participating Agencies as used in this plan shall include all ambulance and rescue squads, fire police, and other units of fire companies and fire departments, whether incorporated or not, and shall mean and include any firefighting unit as may be defined or described in section 209 of the NYS General Municipal Law.

New York State and Federal Agencies may participate in the plan as federal and state laws allow.

4. EXTENT AND LIMIT OF PARTICIPATION WITH OTHER THE COUNTIES

There is no formal agreement with the surrounding Counties of Dutchess. Local reciprocal assistance is in accordance with section 209 of the NYS General Municipal law. All requests for assistance will be routed through the Dutchess County 9-1-1 Communications Center.

Extent and limit of participation with adjacent counties mutual aid is provided and received from adjacent counties through their respective county fire control centers under the direction of their County Fire Coordinators or legally appointed Deputies. All requests for assistance shall be routed through the Dutchess County 9-1-1 Communications Center.

5. AUTHORIZATION

A. Mutual aid plans are authorized under the laws of the State of New York. All present and future participating agencies in Dutchess County organized pursuant to law may elect to participate in this plan.

B. Participating Agencies with the possibility for the need for mutual aid assistance in the time of fire or other emergency where the services of equipment and/or personnel would be required, the cities, villages, districts, fire companies, and fire departments have pledged their equipment and personnel agree, and recognize their contractual obligation to comply with this plan.

6. ADMINISTRATION

The administration of the Dutchess County Mutual Aid Plan shall be the duty of the Dutchess County Emergency Response Coordinator or his designee.

7. OBJECTIVE

Definition of mutual aid is the organized, supervised, coordinated, cooperative, reciprocal assistance in which personnel, equipment, and physical facilities of all participating agencies regardless of type or size, are utilized for fire or other emergency throughout the County of Dutchess and adjacent areas where reciprocal agreements exist.

8. STANDARIZATION OF EMERGENCY SERVICES

When coordinating and implementing a multi-jurisdictional, multi-dimensional plan such as this, there are standard assumptions made such as:

- Each geographic area, (City, Town, Village, District, etc.), shall have sufficient emergency service assets to respond to routine calls.
- Each agency should use a similar formula to assess their needs; the following information should be considered: population, call volume and type, geography, traffic, hazards, and weather.

The Dutchess County Department of Emergency Response is continually working toward a standardized emergency service asset allocation provided by each authority having jurisdiction. This standard approach will allow all agencies regardless of type, commercial, municipal, or volunteer, to provide day-to-day emergency service to its coverage areas and mutual aid coverage to its neighbors.

9. AMENDMENTS

Amendments to this plan may be made yearly and will follow this procedure:

1. The amendment is to be prepared by the Emergency Response Coordinator and members of his staff,
2. The amendment is then presented to the Dutchess County Fire and Safety Advisory Board for review and comment,
3. The amendment is then presented by the Emergency Response Coordinator to the following agencies or committees:
 - a. The corresponding governing bodies for the participating agencies,
 - b. Any appropriate New York State and Federal agencies,
 - c. New York State Office of Fire Prevention and Control,
4. Forwarded to Dutchess County Attorney and Executive's Offices for review,
5. Approved by resolution from the participating agency's governing board,
6. Adopted by Dutchess County Legislature,
7. Approved by Dutchess County Executive,
8. Admitted into the NYS Fire Mobilization and Mutual Aid Plan of the State of New York Office of Fire Prevention and Control,
9. Submitted to the Hudson Valley Regional Emergency Medical Services Council, and
10. Submitted to the NYS Department of Health's Bureau of Emergency Medical Services.

10. ANNUAL REVIEW

A. Each year this plan shall be reviewed by the Emergency Response Coordinator and the Dutchess County Fire and Safety Advisory Board. Any additions, deletions and or corrections can be made by following the above approval process for the articles affected.

B. The mutual aid plan is to be reviewed for updates in its entire form on a five year cycle.

11. ENTERING AND PARTICIPATING IN THE PLAN

A. There shall also be filed with the Emergency Response Coordinator a copy of a resolution adopted by the governing body of each participating agency (city, village or by the Board of Fire Commissioners or other governing boards having jurisdiction over the Fire Department). The resolution shall indicate if any restrictions exist against "outside service" by the participating agency within the meaning of section 209 of the NYS General Municipal Law. This would also affect the power of such agency to participate in the plan and the governing board recognizes and accept their financial responsibility pursuant to section 209 subdivisions 2,3 and 4 of the NYS General Municipal Law.

- B. Any participating agency may restrict participation in the plan if a participating agency is restricted by section 209 of NYS General Municipal Law from providing mutual aid. The governing body shall adopt a resolution that outlines the restrictions in detail. A copy of the resolution shall be provided to the to the Emergency Response Coordinator.
- C. Extent and Limit of Participation with neighboring State's, Counties, or local governments
At present there is no formal agreement with this County and Emergency Services from the neighboring States of Connecticut or Massachusetts. Local reciprocal assistance, if any, must be arranged between the local agencies / municipalities. A copy of such agreements must be filed with the Dutchess County Emergency Response Coordinator. All requests for assistance are to be routed through the Dutchess County 9-1-1 Communications Center
- D It is understood that some departments within Dutchess County operate certain functions of fire department operations exclusive of the Dutchess County Department of Emergency Response. Examples are, but not limited to: radio systems and dispatching, fire investigation, hazardous materials response, and training. It is not the intent of this document to replace systems that are in place and serve these departments well. However, if the fire departments operating the above described functions find the need to operate within the parameters of this plan then those departments are required to conform to the rules, regulations, and procedures established by the Dutchess County Mutual Aid Plan.

12. REQUESTS FOR MUTUAL AID

- A. Each participating agency may request assistance from another agency pursuant to the provisions of this plan. Requests are to be routed through the Dutchess County 9-1-1 Communications Center.
- B. The request by the incident commander in charge of any fire or other emergency.
- C. The pre-defined response to any building, area, and or district by planned first alarm assignment, greater alarm assignment, or preplanned replacement of apparatus.
- D. A request by the Dutchess County 9-1-1 Communications Center (Emergency Response Coordinator or his designee) to respond to or stand by for any situation that results in a shortage of apparatus and/or equipment in a geographical area.

Note: the 9-1-1 Communications Center (Emergency Response Coordinator or his designee) will generally not dispatch mutual aid without first contacting an authorized representative (IC) of the host department.

13. LIABILITY RESPONSIBILITY AND REIMBURSEMENT

Insurance

It shall be the responsibility of any participating agency responding outside of their primary response area to maintain appropriate insurance coverage as required by law. Each agency should insure their personnel and vehicle(s) regardless of their location, or location of the call.

Hold Harmless

New York State General Municipal Law 209 entitled Outside Service by local fire departments, companies, ambulance districts, airport crash-fire-rescue units, states the following :

- A. Members of participating agencies have the same immunities and privileges on a mutual aid call that they have on a call within their own jurisdiction.
- B. Participating agencies are liable for the negligence of their personnel on a mutual aid call.
- C. Participating agencies may make a claim to the agency that requested the call for assistance "for any loss or damage to, or expense incurred in the operation of fire apparatus or other equipment answering a call for assistance and the cost of any materials used in connection with such call, shall be a charge against and paid by the agency..... which issued the call for assistance".

14. INCIDENT COMMAND AND MANAGEMENT OF INCIDENTS

The Dutchess County Emergency Response staff will operate via the recognized incident command system. Use of the Incident Command System is required to ensure the safety and welfare of all personnel involved and promotes control of potentially dangerous operations.

15. PARTICIPATING AGENCY COMPLIANCE

Each participating agency shall make every effort to respond to any call for assistance from another participating agency pursuant to the provisions of this plan. There shall be a hearing with the Dutchess County Emergency Response Coordinator in the event a participating agency refuses to respond to a call for assistance. The governing board of and the Chief of the participating agency that failed to respond to the call will receive a notice from the Dutchess County Department of Emergency Response stating the time and date of the hearing before the Emergency Response Coordinator. The notice will be sent certified mail, return receipt requested. When possible, the governing board and the Chief will be given a minimum of ten (10) business days advance notice of the hearing date and time. Representatives of the participating agency and other interested parties will have the opportunity to advise the Emergency Response Coordinator of their position. The Emergency Response Coordinator shall render a decision in writing within a reasonable period of time after the hearing. The governing board of the participating agency shall have the right to appeal the Emergency Response Coordinator's decision to the Mutual Aid Plan Review Board within ten (10) business days of receipt of the Coordinator's decision.

The Emergency Response Coordinator has the discretion to temporarily suspend a participating agency from the Mutual Aid Plan pending a hearing.

16. MUTUAL AID PLAN REVIEW BOARD

A. The Dutchess County Mutual Aid Review Board shall consist of seven (7) members. Two members shall be from the Dutchess County Fire and Safety Advisory Board, with one acting as Chairman of the Review Board, two from the Dutchess County EMS Council, and two from the Association of Fire Districts, and one from the Dutchess County Chief's Council. Each member shall be appointed by their respective organizations for a term of one year. Appointments shall be made in December for the following year with each term limited to January 1 through December 31. The names of the review board members shall be provided to the Dutchess County Emergency Response Coordinator in January of each year or as often as necessary or required.

17. PARTICIPATING AGENCY WITHDRAWAL FROM THE PLAN

A. Any participating agency may elect to withdraw from this plan by adopting a resolution to such effect. Such withdrawal shall become effective 45 calendar days after the filing of such notice with the Dutchess County Emergency Response Coordinator. The Emergency Response Coordinator shall notify the Dutchess County Fire and Safety Advisory Board, the Dutchess County Executive, and all participating agencies of the agency withdrawal from this plan.

B. Such withdrawal from this plan will result in the suspension of mutual aid. Such withdrawal shall remain in effect until reinstated by resolution as defined by section 209 of the NYS General Municipal Law.

18. LINE OF AUTHORITY

The Emergency Response Coordinator shall have a list of those persons who can act in his stead on file with the Department of Emergency Response administrative office in the event he is unable to fulfill his responsibilities that are outlined in this plan due to absence or illness.

19. FIRE-RESCUE BATTALION COORDINATORS, EMS COORDINATORS, AND DEPUTY COORDINATORS

Battalion Coordinators, Deputy Coordinators and Deputy EMS Coordinators are directly responsible to the Dutchess County Emergency Response Coordinator. Additional details of the areas of responsibility, and chain of command are determined by the County Emergency Response Coordinator and are found in the appendix section organization chart of this document.

- Battalion Coordinator
- Deputy Coordinator – Haz Mat
- Deputy Coordinator - EMS
- Deputy Coordinator - FID
- Deputy Coordinator - Training

20. STATUS OF PARTICIPATING AGENCIES

A. Maintenance of individuality. Each agency in this plan shall retain its internal command and individuality.

B. Authority of requesting Incident Commander

1. A requesting Incident Commander is one who requests mutual aid for his/her agency in accordance with this plan.
2. The chain of command at a fire or other emergency remains with the agency requesting mutual aid.

C. If any state or federal institution, private fire brigade, or ambulance service requires aid for fire or other emergency, the fire department in whose jurisdiction the institution or agency lies shall be notified through the Dutchess County 9-1-1 Communications Center. The local fire department will respond with at least one piece of equipment so to be officially on the scene. Any and all mutual aid will be the responsibility of the local Fire Department. Incident Command of the incident will lie with the local fire department's officer or individual in charge who in turn will coordinate with the personnel from the institution or agency.

D. Federal agencies are allowed, under federal regulations to have reciprocal agreements with other participating agencies. Mutual aid assistance losses or damages are recoverable under the Federal Fire Prevention and Control Act of 1974. (15USC2210)

21. MULTIPLE CASUALTY INCIDENT (MCI)

Refer to the Dutchess County Department of Emergency Response Multiple Casualty Incident guideline. This attachment provides details of the responsibility of the incident commander declaring an MCI. In addition, it details the actions taken and resources available through the Dutchess County Department of Emergency Response

22. INVENTORY OF PARTICIPATING AGENCIES

Inventory records of apparatus and equipment for all participating agencies shall be located at the Dutchess County 911 Communications Center and a copy provided to the Battalion Coordinators.

23. COORDINATION WITH OTHER SERVICES FOR EMERGENCY RELATED EVENTS

Inter-service coordination other services: the Dutchess County Emergency Response Coordinator shall develop and establish agreements, formal or informal, with the appropriate emergency, public service organizations, and private industry where necessary. Information including emergency and business contact numbers, equipment inventories, personnel listings, and other pertinent information shall be maintained at the Dutchess County 9-1-1 Communications Center. Normal procedure is to handle requests for these services through the Dutchess County 9-1-1 Communications Center.

24. TRAINING DIVISION

A. Fire – Rescue

The courses of the New York State Field Training Program and the State Graduate Fire Training Program are adopted as standard throughout the County of Dutchess. The Emergency Response Coordinator or his designee (Deputy Coordinator – Training Division) shall:

1. Select locations and dates for courses based on demands and requests of participating agencies
2. Supervise instruction by the County Fire Instructors
3. Solicit and determine needs for existing or new courses and schedule them accordingly
4. Interface with the New York State Office of Fire Prevention and Control
5. Maintain open communications regarding issues and concerns on a timely basis with all related agencies.

B. EMS

The Department of Emergency Response is not a sponsoring agency for Certified EMS Education programs for the New York State Department of Health Bureau of Emergency Medical Services(NYSDOHBEMS). The EMS Division of the Dutchess County Department of Emergency Response shall:

1. Coordinate Certification programs with sponsoring agencies
2. Provide mandatory training programs as directed by NYSDOHBEMS.
3. Solicit and determine needs for existing or new programs and schedule them accordingly
4. Interface with the NYSDOHBEMS

25. CRITICAL INCIDENT RESPONSE TEAM (CIRT)

A. The Dutchess County Critical Incident Response Team is designed for emergency responders who have taken part or worked in a critical incident. This service is not meant for the general public or as a replacement for professional counseling. The Critical Incident Response Team is comprised of specially trained firefighters, EMT's, paramedics, law enforcement officers, dispatchers and mental hygiene professionals.

B. The Dutchess County Emergency Response Coordinator shall appoint a director to oversee the operations of the team.

26. DUTCHESS COUNTY FIRE POLICE RESPONSE TEAM

The County's Fire Police Response Team consists of volunteer Fire Police officers who are trained to assist local participating agencies. The Fire Police Response Team may be called upon to respond and assist at natural or man-made disasters. The team is lead by a Team Leader, and two Assistant Team Leaders.

The Team can only be activated upon approval of the Dutchess County Emergency Response Coordinator or his designee.

27. COMPLIANCE WITH THE DUTCHESS COUNTY RADIO PLAN

A. All participating agencies must be compliant at all times with the Dutchess County Radio Plan (Appendix A-3).

B. All participating agencies will be subject to reviews to determine their compliance status. Reviewed will be performed by the Dutchess County Department of Emergency Response Coordinator or his designee.

C. Failure to comply with the Dutchess County Radio Plan Standards and Operational Guidelines, will result in temporary removal from participation and will be subject to a review and a hearing with the Dutchess County Emergency Response Coordinator.

28 . DUTCHESS COUNTY DEPARTMENT OF EMERGENCY RESPONSE ADMINISTRATIVE COMMUNICATION POLICY

The Dutchess County Department of Emergency Response method of communication for non emergency correspondence is via electronic mail (email). All participating agencies are required to provide an email address(s) for the purpose of distributing non emergency correspondence.

DUTCHESS COUNTY
DEPARTMENT
OF
EMERGENCY RESPONSE



MUTUAL AID PLAN

FOR

FIRE ~ RESCUE SERVICES

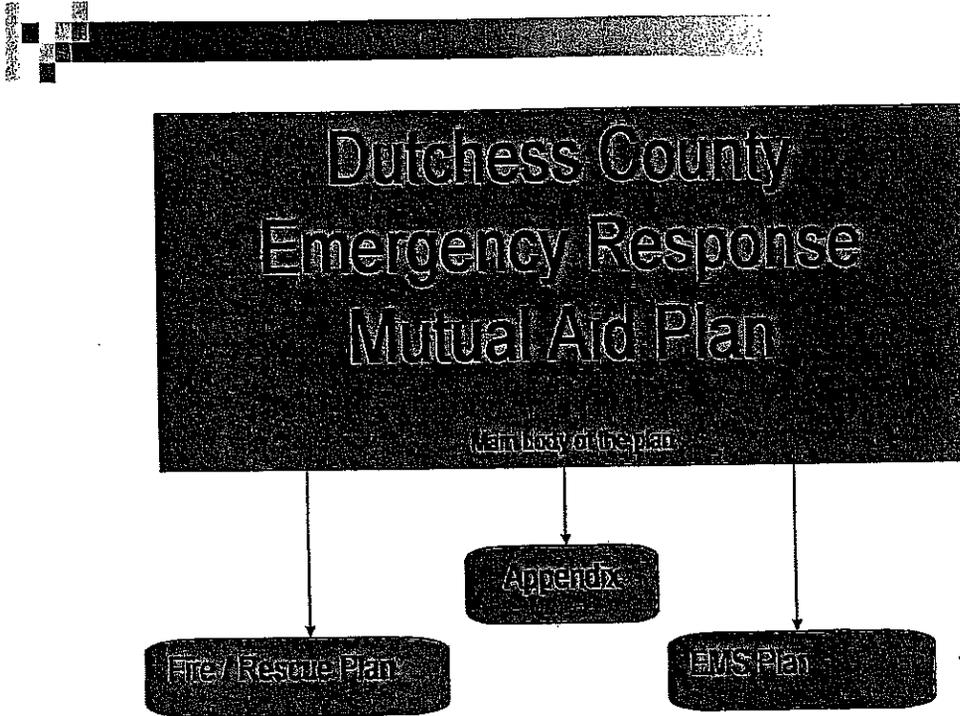
FOR THE COUNTY OF DUTCHESS

TABLE OF CONTENTS

TITLE	SECTION
NEW PLAN FORMAT	1
PURPOSE	2
OBJECTIVE	3
DEFINITION OF PARTICIPATING AGENCIES	4
FIRE - RESCUE BATTALION COORDINATORS	5
METHOD OF DETERMINING STATUS OF EQUIPMENT, APPARATUS, AND RADIO SYSTEMS	6
STANDARDS FOR HOSE THREADS	7
PARTICIPATION IN THE NY STATE FIRE MOBILIZATION AND MUTUAL AID PLAN	8
COUNTY FIRE REPORTING	9
HAZARDOUS MATERIALS EMERGENCY CONTROL PROGRAM PURPOSE	10
FIRE INVESTIGATION DIVISION	11
FIRE PREVENTION DIVISION	12

1. NEW PLAN FORMAT

DUTCHESS COUNTY
FIRE ~ RESCUE MUTUAL AID PLAN



2. PURPOSE

The purpose of this plan is to provide assistance and protection for all Dutchess County communities in the case of fire or other emergency.

Local mutual aid plans operating exclusive of the Dutchess County Mutual Aid Plan other than those required by New York State Law, are not permitted

3. OBJECTIVE

Definition of mutual aid is the organized, supervised, coordinated, cooperative, reciprocal assistance in which personnel, equipment, and physical facilities of all participating fire agencies regardless of type or size, are utilized for fire or other emergencies throughout the County of Dutchess.

4. DEFINITION OF PARTICIPATING AGENCY

For the purpose of definition, the term "Participating Agencies" shall include all fire companies, fire districts, fire police, and other units of fire companies, fire departments, whether incorporated or not, and shall mean and include any firefighting unit as may be defined or described in section 209 of the NYS General Municipal Law.

5. FIRE ~ RESCUE DIVISION - BATTALION COORDINATOR (DEPUTY FIRE COORDINATOR)

Battalion Coordinators are directly responsible to the County Emergency Response Coordinator or the assigned designee. The individual assignments and chain of command are determined by the County Emergency Response Coordinator and are found in the main body appendix section.

6. METHOD OF DETERMINING THE STATUS OF EQUIPMENT, APPARATUS, AND RADIO SYSTEMS

- A. The Dutchess County Emergency Response Coordinator shall maintain the status of equipment and apparatus at the Dutchess County 911 Communications Center.
- B. The Dutchess County Emergency Response Coordinator shall maintain a suitable radio log, and repair record sheets meeting the minimum standards of the Federal Communications Commission.
- C. The radio systems shall be maintained and operated in a manner to provide the most efficient coverage for the entire county by the Dutchess County Emergency Response Coordinator.

7. STANDARD HOSE THREAD

All apparatus and its associated equipment participating in this plan shall be equipped with National Standard Thread (NST) as identified by the National Bureau of Standards or provide sufficient adapters to permit inter-connection with National Standard Thread (NST). The use of storz couplings on large diameter hose is suggested.

8. PARTICIPATION IN THE NEW YORK STATE FIRE MOBILIZATION AND MUTUAL AID PLAN

A. Procedure to obtain activation of the plan

1. The County Emergency Response Coordinator or Deputy in the line of authority may contact the New York State Office of Fire Prevention and Control to obtain activation of the State Fire Mobilization and Mutual Aid Plan.
2. The procedure for activation shall conform with that specified in the guide to Fire Mobilization and Mutual Aid plans in the State of New York (pp 20-30) by the Bureau of Fire Mobilization and Control of the Office of Fire Prevention and Control.

B. Authority and responsibility of the Regional Fire Administrator

The authority and responsibility of the Regional Fire Administrator under the activated State Fire Mobilization (OFPC) and Mutual Aid plan is established by the New York State Office of Fire Prevention and Control.

C. Retirement provisions relating to the position of Regional Fire Administrator

Should the County Emergency Response Coordinator be separated from his office for any reason, he is automatically retired as the Regional Fire Administrator if he holds that position. The Secretary of State and the Fire Administrator of the New York State Office of Fire Prevention and Control are authorized to appoint a new person to the position of Regional Fire Administrator.

9. COUNTY WIDE FIRE REPORTING

All participating Fire Chief's are mandated by law, (section 204-d) of the NYS General Municipal Law to file a copy of the New York State Office of Fire Prevention and Control Basic Field Incident report for incidents occurring within their jurisdiction. If required by the nature of the incident, a casualty report, will also be filed.

Fire Reporting

The Coordinator shall require each participating agency Chief or a designated officer of the agency participating in this plan, to file a copy of a Fire / Incident Report, according to the National Fire Incident Reporting System (NFIRS) 5.0 standards; on a monthly basis with OFPC using the NFIRS-1 Form.

There are three ways to file fire incidents in the NYS Fire Incident Reporting System.

1. **On-Line System** — This on-line data entry system is now fully functional and open to all fire departments and County Fire Coordinators in New York State. This system provides fire departments the ability to report incidents on line to OFPC. In turn, a fire department can immediately view incidents reported and permits printing of incident report data for official use. Users will also have access to a growing list of selected reports. New York State's Fire Incident Reporting System is a secure system and requires all users to obtain an account from OFPC. Please be sure to review the user requirements before requesting an account. To obtain an account, download the Information Management System Application and submit it to OFPC for approval. OFPC provides phone assistance, a CD tutorial, and/or on-site training for the On-Line System. For further information contact the Fire Reporting Unit at (518) 474-6746 or nfirhelp@dos.state.ny.us

2. **Electronic Format** - Fire departments may use a NFIRS 5.0 compliant vendor software package to report fire incidents. Incidents are entered into the system by the fire department and the data is electronically transmitted to OFPC. The fire incident data may be on CD, floppy disk or a file attached to an e-mail.

* **OFPC is not responsible** for the compliance of third party reporting systems. If you have any problems with your software, please contact the vendor for help.

3. **Paper Forms** - Fire departments may continue to report incidents on paper forms, currently available from OFPC. These forms will be entered by OFPC staff and the data captured into the New York State database.

Incident Injury Reporting

The participating agency governing board shall require the Fire Chief or designated officer of a fire department participating in this plan, to file a copy of a Civilian Causality and Fire Service Casualty Report, according to the National Fire Incident Reporting System (NFIRS) 5.0 standards; on a monthly basis to the New York State Office of Fire Prevention

10. HAZARDOUS MATERIALS EMERGENCY CONTROL PROGRAM

A. Hazardous Materials Response Division

1. The Hazardous Materials Response Division consists of members from the fire service of Dutchess County. All members will be trained to the minimum of technician level under OSHA 29 CFR 1910.120. This standard is for hazardous waste operations and emergency operations. Additionally some members of the division will be trained to the level of specialist and on scene commander under OSHA 29 CFR. 1910.120.
2. Hazardous Materials Emergency Response Division provides an organized, coordinated, cooperative, structured response to deal with incidents involving substances, which by their nature are likely to cause damage to the environment, death, or injury.
3. The Hazardous Materials Response Division's function is to isolate and control hazardous materials incidents. The division does not serve as a cleanup and/or disposal agency.
4. The Hazardous Materials Response Division will respond on any incident involving hazardous materials when requested by the Incident Commander of the fire department or law enforcement agency having jurisdiction.
5. All requests for response of the Hazardous Materials Response Division should be through the Dutchess County 9-1-1 Communications Center.
6. The Emergency Response Coordinator shall appoint a Deputy Coordinator – Haz Mat Division to serve as the Chief Officer of the Hazardous Materials Response Division.
7. The Deputy Coordinator shall represent the Hazardous Materials Division and serve as the liaison to the emergency response coordinator and other agencies as needed.

B. Hazardous Materials Response Division Response

The Dutchess County Hazardous Materials Response Division is available to assist any agency that has a hazardous materials incident. The Hazardous Materials Division may respond for advisory assistance, technical assistance, or mitigation of an incident. The level of response will depend entirely on the request of the Incident Commander at the incident and the level of the incident itself.

1. Mutual Aid Assistance

Activation of the Hazardous Materials Response Division will be through the Dutchess County Department of Emergency Response 9-1-1 communications center. Any agency requesting assistance must operate through the Dutchess County Mutual Aid Plan and request the level of response desired.

2. Line Of Authority

The Dutchess County Hazardous Materials *Chief of Hazardous Materials (Deputy Coordinators)* will be responsible for all operations of the Hazardous Materials Response Division. The Hazardous Materials Response Division Deputy Coordinator is responsible to assist the incident commander at all incidents that the division responds to.

C. Chain Of Command

The chain of command of the Dutchess County Hazardous Materials Response Division is as follows:

Chief (Deputy Coordinator – Haz Mat)
Assistant chief (Deputy Coordinator – Haz Mat)
Captain
Lieutenant (2)
Safety Officer
Division members

In the absence of the chief, the assistant chief will be the highest ranking officer of the response division. In the absence of the chief officers the captain and/or the lieutenants will be the highest ranking officers from the hazardous materials response division.

D. Hazardous Materials Response Division Operations

1. All on scene operations will be in accordance with OSHA 29CFR 1910.120. When the division is requested to assist at hazardous materials incident, the incident commander will be an officer from the requesting agency. (ie: fire chief).

2. At no time will the Hazardous Materials Deputy Coordinator or his designee assume command of the incident. The hazardous materials division officers and members are only responsible to assist the incident commander in the mitigation of the incident. All hazardous materials response division operations will be the responsibility of the division officers.

E. Hazardous Materials Division Equipment And Resources

1. The Dutchess County Hazardous Materials Response Division has the ability to respond to Level I - III incidents. The division maintains a response vehicle located at the Dutchess County Department of Emergency Response Headquarters. The vehicle carries various equipment and materials that are used to mitigate hazardous materials incidents. The vehicle is equipped with it's own communications systems as well as a portable fax for communications between the scene and outside support agencies. Monitoring equipment is also carried for scene assessment.

2. Levels of protective equipment carried on the vehicle range from level A to level D in accordance with OSHA 29CFR1910.120. Technical resources and guidance are available through the activation of the Hazardous Materials Response Division.

F. Division Activation

Departments requesting the services of the Hazardous Materials Response Division should request the level of response needed as soon as it appears necessary. Early notification is necessary to activate the response team in an effort to reduce response time, response levels range from one or two members (officers) for consultation to a full division response. Other agencies may be notified if the level of the incident has been determined to warrant further assistance or if requested by the Incident Commander.

G. Hazardous Materials Division Incident Command

The Dutchess County Hazardous Materials Response Division acts and operates using the incident command system. Use of the incident command system is required to ensure smooth operations and total control of potentially dangerous operations.

11. FIRE INVESTIGATION DIVISION - FIRE INVESTIGATION PROGRAM

The fire investigation program is a cooperative effort on the part of Dutchess County Fire and Police agencies, county legal system, and the Department of Emergency Response. The program encompasses public awareness efforts, training of county firefighters, and cause and origin determination training for firefighters and police personnel involved in fire investigation. A complete copy of the plan is enclosed as appendix A-9.

The Emergency Response Coordinator shall appoint a Deputy Coordinator to serve as the head of the Fire Investigation Division. The Deputy Coordinator shall represent the Fire Investigation Division and serve as the liaison to the Emergency Response Coordinator and any other agencies as needed.

However, New York State General Municipal Law 204-d "Duties of the Fire Chief" the Fire Chief of any participating agency, in addition to any other duties assigned to him by law or contract, to the extent reasonably possible, determine or cause to be determined the cause of each fire or explosion which the fire department has been called to suppress. He shall contact or cause to be contacted the appropriate investigatory authority if he has reason to believe the fire or explosion is of incendiary or suspicious origin.

A. Division Objective

Provide a highly trained investigative unit to assist the incident commander in the determination of the origin and cause of a fire or explosion.

Provide sufficient manpower and the most sophisticated equipment available to the Incident Commander in an effort to minimize the time required to complete an investigation.

Identify the possibility of an existing product safety problem, which may have caused a fire, or explosion, which will allow the incident commander to take the preventive measures, needed to eliminate this type cause in the future.

Identify the possibility of incendiary fires in a given area, which will allow the Fire Chief to contact the appropriate investigative authority to identify the person or persons responsible.

To provide fire investigation training to any group or agency requesting this service. An objective of this division is to help prevent the loss of life and property by determining the origin and cause of fires or explosions in an effort to provide information to fire departments and the general public aware of specific fire dangers that may exist in their area.

B. Fire Investigation Division Structure

1. Dutchess County Emergency Response Coordinator ;

- Oversees the overall operation of the division, and appoint the Deputy Coordinator(s) – Fire Investigation Division to be responsible for the determination of the origin and cause of fires or explosions in Dutchess County when requested.
- Appoint a Deputy Coordinator as the Deputy Coordinator in charge of the operation of the Fire Investigation Division.
- Appoints investigators to Fire Investigation Division with consultation provided by the Deputy Coordinators on appointments of Fire Investigators to the Fire Investigation Division

2. Deputy Coordinator – Fire Investigation Division

A. Deputy Coordinator - Fire Investigation Division

- shall oversee the daily operations and functions of the division, and
- advise the coordinator on the needs of the division.

B. Upon completion of an investigation, the Fire Investigation Division will provide a summary report to the Incident Commander, responsible for the incident prior to leaving the scene and returning to service. The detailed report provided by the Department of Emergency Response, will be provided to the host agency within 15 business days and secured at the Dutchess County Department of Emergency Response.

C. Activation of the Fire Investigation Division

It is recommended that the Fire Investigation Division be requested when an Incident Commander has a potential or actual fire related death, a large dollar loss fire, a suspicious fire or a fire where the cause can not be determined by personnel on the scene. The Fire Investigation Division is requested via radio to the Dutchess County 9-1-1 Communications Center by the Incident Commander or an authorized representative.

12. FIRE PREVENTION DIVISION

- A. The Fire Prevention Division is a cooperative, coordinated effort by its members to provide public awareness programs and to serve as an educational material resource base for the participating agencies and communities of Dutchess County.
- B. The Emergency Response Coordinator shall appoint a director to serve as head of the Fire Prevention and Public Education Division. The director shall lead the fire prevention division and serve as the liaison to the Emergency Response Coordinator and any other agencies as needed.
- C. The Dutchess County Fire Prevention Division was established in May of 1989 as a fire prevention and education resource base for the Fire Departments and communities of Dutchess County.
- D. The purpose of the Fire Prevention Division is to assist participating agencies in their fire prevention and education programs. The Fire Prevention Division does not conduct the programs but assists the departments in establishing, conducting, and improving a program. The Fire Prevention Division acts as a sounding board to listen to new ideas and or problem encountered by departments and offers alternatives or suggestions.
- E. The Fire Prevention Division meets as often as necessary at various fire stations throughout the County. There are no restrictions on who can be a member of the division except that the person is a member of the department he or she wishes to represent. The goal of the division is to have at least one representative from each Department in Dutchess County.
- F. The Fire Prevention Division force reviews current and new fire prevention programs and, after input from members, will make the programs available to the entire county. The Fire Prevention Division stands ready to assist any department in reviewing, improving, or implementing a fire prevention and education program. A goal of the division is to entice every fire department in Dutchess County to provide some type of fire prevention and education program for the communities they protect. Fire prevention and educational materials are distributed by the task force on an as needed basis and while the materials are available.



DUTCHESS COUNTY
DEPARTMENT
OF
EMERGENCY RESPONSE

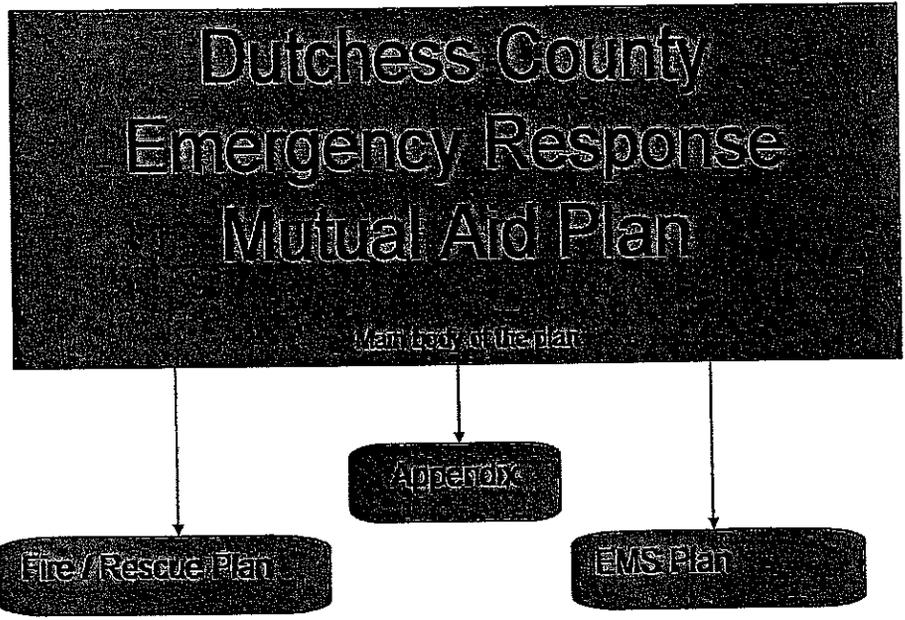


MUTUAL AID PLAN
FOR
EMERGENCY MEDICAL SERVICES
FOR THE COUNTY OF DUTCHESS

Table of Contents

Title	Section
New Plan Format	1
Purpose	2
Scope	3
Deputy Fire Coordinator-EMS Division	4
Standardization	5
Patient Care Reports	6
Non-participating Agencies	7
Emergency Medical Dispatch	8
MCI	9
Billing/Cost	10
References	11
2010 EMS Mutual Aid Plan Committee	12

1. NEW PLAN FORMAT



2. PURPOSE

The purpose of this plan is to provide assistance and protection or all Dutchess County communities in the event of medical and or other emergency.

Local mutual aid plans operating exclusive of the Dutchess County Emergency Medical Services Mutual Aid Plan other than those required by New York State Law, are not permitted.

3. SCOPE

The Dutchess County Emergency Medical Services Mutual Aid Plan, hereafter referenced as the D.C. EMS appendix, covers all emergency medical service mutual aid responses within Dutchess County.

This plan meets the Emergency Medical Service mutual aid plan requirements in accordance with New York State Emergency Medical Service Code 10 NYCRR Part 800.21 (p)

4. DEPUTY COORDINATORS-EMS DIVISION

Deputy Coordinators- EMS Division, are responsible to the Dutchess County Emergency Response Coordinator or their designee. The individual assignments and chain of command are determined by the Dutchess County Emergency Response Coordinator and are found in the main body of this document.

5. STANDARDIZATION

When coordinating and implementing a multi-jurisdictional, multi-dimensional plan such as this, there are standard assumptions made such as:

- a. Each geographic area, (City, Town, Village, District, etc.), shall have sufficient emergency service assets to respond to routine calls.
- b. Each agency should use a similar formula to assess their needs; the following information should be considered: population, call volume and type, geography, traffic, hazards, and weather.

The Dutchess County Department of Emergency Response is continually working toward a standardized emergency service asset allocation provided by each authority having jurisdiction. This standard approach will allow all agencies regardless of type, commercial, municipal, or volunteer, to provide day-to-day emergency service to its coverage areas and mutual aid coverage to its neighbors.

6. PATIENT CARE REPORTS

All agencies participating in this plan must comply with current policy of the New York State Department of Health Bureau of Emergency Medical Services regarding patient care documentation and submission.

7. NON-PARTICIPATING AGENCIES

Agencies choosing not to participate in this plan shall make formal written notification to the Department of Emergency Response.

Non-participating agencies must submit their "back-up" agencies to the Department of Emergency Response within 45 calendar days of their notification. The "back-up" agencies are EMS agencies that will provide coverage when the Primary Response Agency is unable to provide coverage due to other active calls or inability to provide sufficient manpower to respond.

Non-participating agencies will be required to appear before the Dutchess County Fire Advisory Board to request permission to be dispatched through the Dutchess County 9-1-1 Communication Center.

8. EMERGENCY MEDICAL DISPATCH

The Dutchess County 9-1-1 Communication Center provides Emergency Medical Dispatch for medical calls received by the center. As a result of providing Emergency Medical Dispatch the Dutchess County 9-1-1 Communication Center has :

- a. Authority to dispatch Advanced Life Support (ALS) when the medical needs of the patient dictate an ALS response, based on Emergency Medical Dispatch (EMD) criteria.
- b. EMD criteria, is defined as the Emergency Medical Dispatch Protocol outlined by the National Academy of Emergency Medical Dispatch and the protocol changes as made by the Dutchess County 9-1-1 Communication Center's EMD Medical Control Physician.

9. MULTIPLE CASUALTY INCIDENT

For the purposes of this appendix, a multiple casualty incident (MCI) is defined as any incident in which the number of injured persons fully engages or exceeds the medical capabilities of the jurisdictional resources for a period of time. See *MCI Guideline* in the appendix section.

10. BILLING/COST

Fee for service by commercial agencies shall be per each agency's routine and individual agreements.

11. REFERENCES

NYS EMS Council and DOH NYS Emergency Medical Services Plan
NYS DOH Bureau of EMS Policy Statement, No. 89-02, Date 3/1/89, Re: EMS Mutual Aid Planning Guidelines.
NYS DOH Bureau of EMS Policy Statements, No 02-05, Date 10/29/02. Re PCR Reporting and No 02/07/08, Re: Electronic PCR Data Submission
NYS Public Health Law, Article 30
NYS Rules and Regulations, The State EMS Code New York State Emergency Medical Service Code 10 NYCRR Part 800.21 (p)
NYS Executive Law, Section 2-B
Emergency Planning and Community Right to Know Act of 1986 (SARA Title III)
NYS Emergency Medical Services, MCI Management Model, NYS Dept. of Health, Albany, NY 1982.
NYS Dept. of State, Office of Fire Prevention and Control, Statewide Mutual Aid Plan

12. 2010 EMS Mutual Aid Plan Revision Committee

EMS Coordinator Dana Smith	Committee Chairman - DCDER
Chief Bill Steenburgh	Roosevelt FD
Chief Aaron Sherer	Dover FD
Battalion Coordinator Robert Sartori	DCDER
Captain Julie Hart	Rhinebeck Rescue Squad
Trustee/ Deputy EMS Coordinator Dale Plumer	Beacon Volunteer Ambulance-DCDER
Peter Schinella Assistant Operations Director-	Mobile Life Support
Past Captain Loren Spencer	JH Ketcham Rescue Squad

Appendix

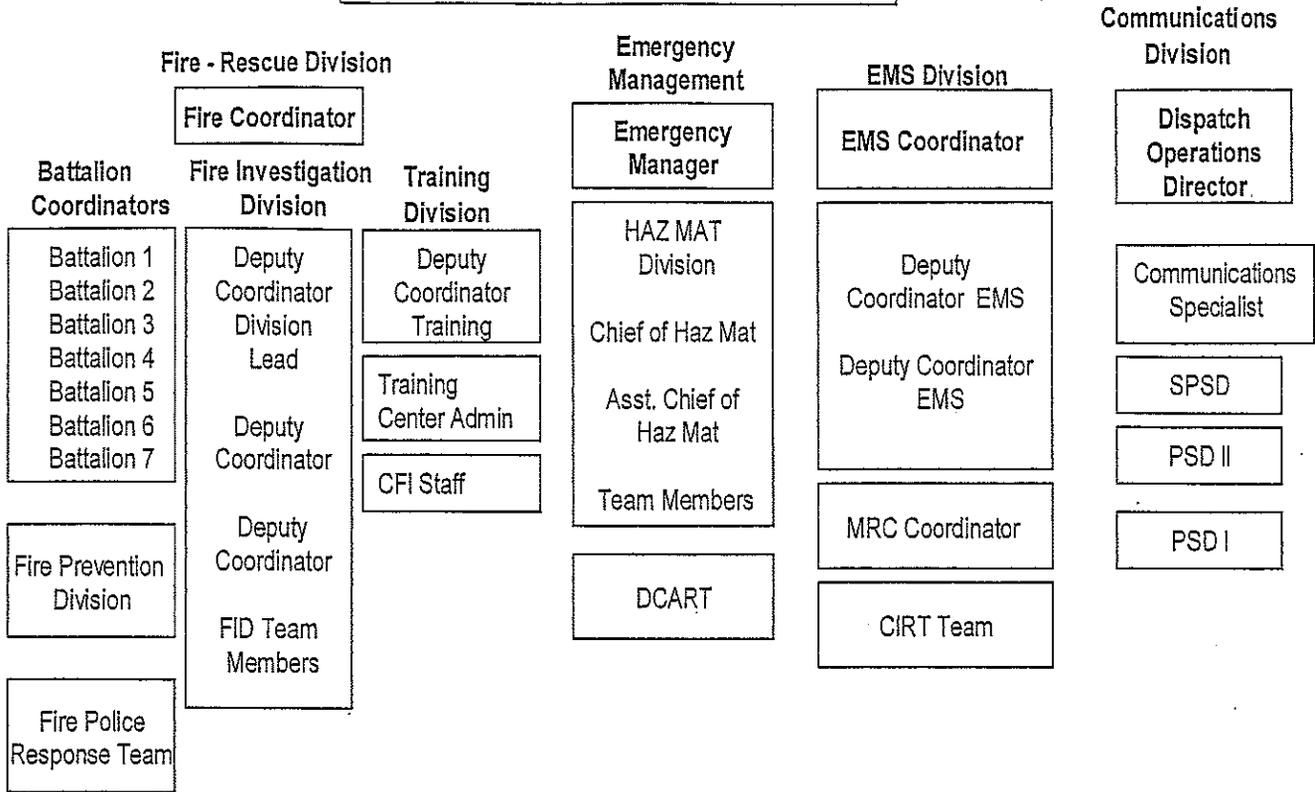
Section

Department of Emergency Response Organization Chart	A-1
Participating agencies	A-2
Standard Radio Procedures and Guidelines for Fire and EMS Operations	A-3
Multiple Casualty Incident Plan	A-4
Resolution document for participating agencies	A-5
Dutchess County Charter	A-6
County Code	A-7
Dutchess County Arson Control Program	A-8
Mutual Aid Plan Revision Committee	A-9
References - Placeholder for future adds	A-10

Appendix A-1

Dutchess County Emergency Response Participating Agency Support

Emergency Response Coordinator



**APPENDIX - A-2
PARTICIPATING AGENCIES**

PLAN PARTICIPATION AGENCIES - FIRE ~ RESCUE

AMENIA	31	HYDE PARK	46	ROMBOUT	62
ARLINGTON	32	LAGRANGE	47	ROOSEVELT	63
BEACON	33	MILAN	48	STAATSBURG	64
BEEKMAN	34	MILLBROOK	49	STANFORD	65
CHELSEA	35	MILLERTON	51	TIVOLI	66
DOVER	36	NEW HACKENSACK	52	UNION VALE	67
DUTCHESS JUNCTION	37	NEW HAMBURG	53	WAPPINGERS	68
EAST CLINTON	38	PAWLING	54	WASSAIC	69
EAST FISHKILL	39	PINE PLAINS	55	WEST CLINTON	71
FAIRVIEW	41	PLEASANT VALLEY	56		
FISHKILL	42	POUGHKEEPSIE	57		
GLENHAM	43	RED HOOK	58		
HILLSIDE	44	RHINEBECK	59		
HUGHSONVILLE	45	RHINECLIFF	61		

PLAN PARTICIPATION AGENCIES - Dutchess County

DUTCHESS COUNTY AIRPORT 92

PLAN PARTICIPATION AGENCIES - New York State

GREEN HAVEN CORRECTIAL FACILITY 93

PLAN PARTICIPATION AGENCIES - Federal Agency

CASTLE POINT VA HOSPITAL 91

PLAN PARTICIPATION AGENCIES - EMS

BEACON VOLUNTEER AMBULANCE CORPS
HUDSON VALLEY PARAMEDIC SERVICES
MOBILE LIFE SUPPORT SERVICES
NDP
TRANSCARE

PLAN PARTICIPATION MUNICIPALITIES PROVIDING EMS SERVICES

CITY OF POUGHKEEPSIE
TOWN OF DOVER
TOWN OF FISHKILL
VILLAGE OF FISHKILL
VILLAGE OF MILLBROOK
TOWN OF PAWLING
TOWN OF PLEASANT VALLEY
TOWN OF POUGHKEEPSIE
TOWN OF WAPPINGER
VILLAGE OF WAPPINGERS FALLS

DUTCHESS COUNTY DEPARTMENT of EMERGENCY RESPONSE

Standard Radio Procedures and Guidelines
for Fire and EMS Operations



John Murphy
Dutchess County Emergency Response Coordinator

Dutchess County Communications Division

2010 Committee Members

Dutchess County Chiefs Council Radio Committee:

Pat Calamari DC DER
Rich Giuliani, Chairman Union Vale Fire Dept.
Ray Nichols DC DER
Jeff Pells Arlington Fire Dept.
Kyle Pottenburgh DC DER
Bob Sartori Dover Fire Dept.
Aaron Sherer Dover Fire Dept.
Steve Shultis East Fishkill Fire Dept.
Bill Steenbergh Roosevelt Fire Dept.
Chuck Tuttle Pleasant Valley Fire Dept.
Russ Whittaker DC DER

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I. Fire and EMS Communications

Radio use has become an important part of firefighting and EMS operations. Radios allow the direct transmission of alarms to firefighters and rescue personnel, and alert them as to the type and location of the emergency. Radios also allow for, direct communication between Dutchess County 9-1-1 and apparatus, the rapid summoning of mutual aid, and the coordination of responding equipment.

Maintaining efficiency in our communication system requires that each and every user of the system have an understanding of the radio system, the rules, regulations, and procedures that have been developed for the system.

This radio plan is not concerned with who can use the communication system, but what the user does with it. For example, a Fire Police member may call in a structure fire, but a fire chief needs not call in a disabled vehicle along side the road.

The enforcement of this radio plan is a *team* effort including: the Chief's Council, DC Department of Emergency Response, and the individual Department Chiefs. Primarily, the Chief of the Department is responsible for the use of the radios in their department.

Some general rules for good radio operations are:

- Listen before transmitting, verify the channel is clear
- Keep your message short, clear, and precise
- Think about what you want to say prior to using the radio
- Don't shout, keep your voice calm
- Hang up the microphone when complete
- Turn off pagers and/or portable radios when transmitting on mobile radio. If you hear a loud squeal it usually indicates audio feedback.

COMPLIANCE WITH THE DUTCHESS COUNTY RADIO PLAN

The Dutchess County Radio Plan was written to benefit all users, taking into account the operating requirements and radio communications needs of various Fire and EMS events. It is a requirement that all radios used on the County radios system be programmed, maintained and used within compliance of all rules provided herein.

- All participating agencies will be subject to operating reviews to determine their compliance with the Plan.
- Failure to comply with the Plan will result in the Emergency Response Coordinator temporarily removing the agency from dispatching procedures. The Mutual Aid Plan Review Board will be informed of the issue and requested to meet and make a decision to be forwarded to the Dutchess County Emergency Response Coordinator for action.

II. Description of UHF Fire and EMS Radio System

The radio system has 16-channels, comprised of nine UHF frequencies, utilizing continuous tone coded squelch system (CTCSS) to eliminate outside interference and repeater base stations to enhance and extend portable and mobile communications. The 16-channels are divided into Dispatch, Response, Command, Fire Ground, and Field Operations. Additional UHF channels are assigned for the exclusive use of EMS, ALS, and various specialized team operations.

Dispatch, Response, Command and Field Operations channels have sites located at Clove Mountain, Illinois Mountain, Silver Mountain, Hosner Mountain, Depot Hill, Woody Row, and East Mountain.

The mobile and portable radio configuration under this plan is a minimum of 16-channels. It is recommended that radios have a minimum capacity of 32-channels. This will allow for additional frequencies to be installed, without changing the county's basic 16-channel frequency plan.

Departments that issue portable radios operating on Dutchess County owned frequencies, to their personnel must maintain a current identification list. The list must include the member's name, radio identifier assigned and the frequencies included in the radio. A copy of this list may be requested by the County's Communications Coordinator upon receipt of a radio operations complaint

EMS will continue to utilize the VHF frequencies in the 155 Mhz range in addition to the radio plans 16 UHF channels. See Section 12 for EMS procedures.

Fire Police units are assigned frequency 453.9125 Mhz for fire police operations. See frequency chart for details on Programming.

During any incident, units may be switched to a fire ground simplex (talkaround) channel upon request. Normal on-scene communications will be carried out on the talkaround fire ground and command channels, with the repeater used to extend the power and range of portables and mobiles WHEN NECESSARY.

III. Radio Installations and Programming

Inclusive

Dutchess County Department of Emergency Response (DCDER) recommends, (as a minimum for Dutchess County frequencies) a radio of 32-channels be installed on this system. Additional consideration should be given to any other channel requirements. Any vendor, supplier or person that sells, delivers or uses radio equipment on fire department/EMS frequencies in Dutchess County will be held responsible for **appropriate** channel programming, adhering to the rules established by the Federal Communications Commission (FCC) and Dutchess County (as in this plan) as the licensee. Any and all radios used to transmit on frequencies licensed to Dutchess County shall be installed professionally, with procedures and guidelines comparable with industry standards. Users must also comply with the basic requirements listed below. These requirements will ensure that the **radio system** will work properly and efficiently for all users and will not create unnecessary noise or interference. It will also minimize the possibility of erroneous radio frequency transmissions that violate FCC rules and may interfere with an adjacent channel. Adhering to these requirements will ensure that problems associated with communications will be minimal and those that may occur can be analyzed, and a resolution determined (See radio communications trouble report form (*see Appendix A*)). All radio equipment using the County radio system is expected to meet the vendors factory published specifications at all times. Additionally the adherence to the provisions in this document will insure the installation is optimized for proper operation. Technical support should be requested from your Vendor if needed. Dutchess County, being the responsible licensee will govern the system for legal operation, and will take corrective action when necessary.

Upon learning of a problem with a radio/equipment, DCDER will fill out a field radio non-compliance report (*see Appendix B*). This report will go to the Chief/Administrator of the offending agency. The Chief/Administrator has 30 days to repair the problem and notify DCDER that the problem has been corrected. Failure to do so will result in notification to the governing board.

DCDER radio consoles have the ability to display the digital identification of the calling units. Consideration should be given to this item. Any Department electing to use radios on this system must be compatible with the Motorola MDC-1200 Scheme, which is one of several schemes that have been established for this purpose. The radios need not be Motorola to use this scheme. The data packet must be programmed and sent at the end of a transmission to avoid losing the beginning of the message. Users that elect to include this identification scheme on County channels will be responsible for keeping all radios updated and properly assigned to the identified apparatus and personnel. This liability is **in lieu of disabling data transmissions** on all incorrect radios. The transmission of knowingly incorrect unit information is harmful and will create confusion with undesirable consequences.

Radios that are presently in service should be reviewed for compliancy to meet the requirements in this section. This will help to minimize problems caused by the existence of non-conforming installations.

Mobiles:

1. Mobile antennas must be the unity-gain (1/4 wave) type to ensure the signal is radiated in a proper pattern for the County's radio system and fire ground operations. Signals from this type of antenna tend to be stronger when closer to the incident and will be more effective in reaching the *closest* tower site to be repeated. The antenna should be mounted as high as possible, on a metal surface at least eight inches from any other metal item. Avoidance of all electrically operated equipment that create electro-magnetic fields should be considered (strobes, motorized light bars, wig-wag lights, mechanical sirens)
2. Mobile radios will have a maximum of 100-watts and a minimum of 25-watts to be designated as a mobile radio. Although convenient, portable radios used in vehicle adapters without linear RF amplifiers, may not serve the needs that are required for mobile use. Thirty (30) second transmitter timeout timers are to be active on ALL frequencies. CTCSS must be active on both transmit and receive frequencies.
3. Direct current power should be supplied to the radio through a direct connection to the battery or other specific power buss for this purpose. The ground should be properly attached to a clean, solid metal surface. Very often, erratic operation occurs when this requirement is not followed. Erratic operation could include any of the following: transmitted whines, clicks, strobe discharges, or voice distortion. This results in inaccurate interpretations and/or the need for repeated messages. In addition, improperly installed power or antenna wiring may affect *received* messages.
4. Key Box connections must be made exactly according to the manufacturer instructions. In addition, the manufacturers' audio specification requirements must be met for reliable activation.
5. Upon completion of installing a radio, the installer should call Dutchess 9-1-1 and ask for a radio check. The vehicle should be running with all emergency lights operating, to simulate a response to an emergency call. During this type of test, the radio will be operated, simulating a normal operating environment and problems, if any, should become apparent.

Fixed Locations:

1. All fixed (base or permanent) radio installations will be constructed adhering to all FCC rules and license requirements that are available through your vendor before placing equipment in service. Dutchess County (which is the responsible licensee) will consent to frequency usage as long as legal issues are met and maintained for the said transmitter(s), and no interference is created for other users. Notification that such an installation is pending or being established shall be made to Dutchess County Department of Emergency Response, c/o Communications Coordinator, 392 Creek Road, Poughkeepsie, New York 12601.
2. The antenna type should be selected based on the needs and location of the installation. **The maximum RF power output on any repeated Dutchess County licensed**

frequency will be limited to 10 Watts. This level of RF power will be more than enough to communicate on repeated channels and will minimize the chance of interference to other outside agencies that share our frequencies. This will also help eliminate the possibility of incorrect system operation and/or stepping-on of mobile and portable units. The 30-second time-out-transmitter control is of utmost importance on fixed stations.

3. Fixed stations must be equipped with a proper microphone (desk or noise-canceling type) for the environment in which it resides. This will ensure that the message is conveyed clearly. Locations that are subject to; echo effects, vehicle traffic, personnel gatherings, and other radio monitors will cause feed-back, distortion or other outside noise. A desk microphone would be unsuitable for these locations.

Portable Radios:

1. Portable radios that are used with a remote microphone should be equipped with an antenna on top of the remote microphone, commonly called a public safety microphone. This is the recommended configuration for portable radios. This eliminates "body shielding" which greatly improves received and transmitted signals and aids adherence to OSHA recommendations when the radio is worn on the body.
2. RF power output should be a minimum of 4-watts for all portable radios used on County *repeated* channels. Lower power may be used for all other applications. Different types of antennas are available but the 6-inch frequency-specific is the best choice for maximum coverage.

IV. Radio Paging Receivers

Dutchess 9-1-1 dispatches all alarms via the UHF radio system simultaneously to seven tower sites. Tone decoding pagers and pager/radios need to be compatible with Plectron tone sets and timing schemes on this system. It is imperative that paging equipment have the capability to decode at least two tone sets with the recommendation for capability of four or more. Dutchess 9-1-1 tone plan includes two tone sets assigned to specific purposes, such as special weather, "Medium Level" and/or "High Level" notifications.

DC EMERGENCY RESPONSE RADIO FREQUENCY LIST

<u>CH</u>	<u>XMIT</u>	<u>CTCSS</u>	<u>RECEIVE</u>	<u>CTCSS</u>		<u>DESCRIPTION</u>
1	Blank		453.900	114.8		DISPATCH 1
2	458.925	114.8	453.925	114.8		RESPONSE 2
3	458.800	114.8	453.800	114.8		COMMAND 3
4	453.800	114.8	453.800	114.8		T/A 4
5	458.050	114.8	453.050	114.8		FIREGROUND 5
6	453.050	114.8	453.050	114.8		T/A 6
7	458.450	82.5	453.450	82.5		FIREGROUND 7
8	453.450	82.5	453.450	82.5		T/A 8
9	458.625	82.5	453.625	82.5	Depot Hill/Hosner	FIREGROUND 9 (2 Sites)
10	453.625	82.5	453.625	82.5		T/A 10
11	458.950	114.8*	453.950	114.8	Depot Hill/Ea Mt	FIREGROUND 11 (3 Sites)
11a	458.950	82.5*	453.950	114.8	Woody Row	FIREGROUND 11
12	453.950	114.8	453.950	114.8		T/A 12
13	458.850	114.8	453.850	114.8		FIREGROUND 13
14	453.850	114.8	453.850	114.8		T/A 14
15	465.450	114.8	460.450	114.8		FIELD OPERATIONS 15
16	460.450	114.8	460.450	114.8		FIELD OPERATIONS 16

Fire Police channel: 453.9125 Transmit and receive. CTCSS is 136.5. This is licensed for 2-Watt operation only.

Transmitter time out timers are to be set to 30 seconds. CTCSS should be on both transmit and receive channels.

* Geographically determined as to which CTCSS is used.

VI. Channel Description

Channel 1 - Dispatch

- A) This seven-site simulcast channel will be used for dispatching all alarms. Low Band 46.36 Mhz will remain on Clove Mountain tower site until further notice and will transmit in parallel with the UHF system.
- B) This channel will not be used for two-way communications.
- C) If an unsafe scene exists, it will be broadcasted on dispatch, as well as when the scene is secure.
- D) Talk-around is not permitted on this channel.

Channel 2 - Response

- A) Normal operational communication includes: responding to alarms, calling on scene and back in service, etc.
- B) This channel will also be used to establish initial contact between mobile and portable units. Once contact is established, communication should be moved to an alternate channel.
- C) Talk-around is not permitted on this channel.

Channel 3 - Command 3 (Repeater)

- A) Used to contact Dutchess 9-1-1 to request additional assistance and give progress reports. This channel will be monitored at all times by Dutchess 9-1-1.
- B) The repeat function on this channel can be disabled for private communications from an Incident Commander (IC) and Dutchess 9-1-1.

Channel 4 -Command 4 (Talk-around)

- A) Normal command functions such as command post operations are carried out on this channel.
- B) This channel should be used as a clear channel from sector commands or fire ground officers who need to communicate with the command post or the incident commander. *Normal fire fighting operations are carried out on one of the fire ground channels.*

Repeater Fire Ground Channels 5, 7, 9, 11, 13

5-Illinois, 7-Clove, 9-Hosner, Depot Hill and Woody Row, 11-Woody Row, East Mt, and Depot Hill, 13- Silver Mt (Repeaters)

- A) Used for initial fire ground communications where distance between units may prevent direct contact via the talk-around channel.
- B) Normally, Dutchess 9-1-1 will not monitor fire ground channels. When operating on assigned Fire Ground channels, you will need to switch to Command Channel-3 to contact Dutchess 9-1-1.

Simplex (Direct) Fireground Channels 6, 8, 10, 12, 14 (Talk-around)

- A) Normal fire ground operations are carried out on one of these channels.
- B) All units will switch to the talkaround channel once the fire scene is established.
- C) Transmissions that are relayed through an associated fire ground repeater can still be heard on the assigned talk-around channel.

Field Operations 15 (Repeater)

- A) Used as a countywide channel for EMS personnel and firefighter communications relating to alarms.
- B) This channel may be used as an alternate command channel as deemed necessary by Dutchess 9-1-1.
- C) The repeater will be disabled under normal conditions, but Dutchess 9-1-1 will monitor for any transmissions.
- D) All requests for Key Box activation (tone encoder) will be made on this frequency.

Channel 16 - Field Operations 16 (Talk-around)

- A) Used for short-range unit-to-unit contact for fire department, EMS personnel, and firefighter communications.
- B) May be used for non-emergency fire ground communications by firefighters and EMS personnel.
- C) This frequency is to be used for all Helicopter/Medivac operations.

Low Band 46.36 Mhz - This channel transmits from Clove Mountain in parallel with the UHF System.

VII. Fire Operations

Due to the volume of radio traffic on frequencies used by Dutchess County Fire and Emergency Medical Services, certain procedures relating to emergency scene communications have been developed. These procedures are designed to ensure that dispatches can be made in a timely manner and that radio traffic is manageable.

1. Dispatching of Alarms:

All alarms will be dispatched simultaneously on Dispatch-1 Simulcast System (UHF). All dispatches will be made in accordance with Dutchess 9-1-1 Standard Operating Guidelines.

2. Operations:

After a department has been dispatched, they may be moved to a fire ground channel, based on the dispatcher's request to a responding officer or the incident commander. The decision to move to another channel may be due to:

Due to the potential of a life-threatening situation in another department, Dutchess 9-1-1 may request that an established operation change to another fire ground channel.

The Incident Commander (I.C.) may request that the department be put on another channel. Generally it will be up to the dispatcher to determine which channel(s) a department may operate on. This is necessary due to the possibility of a requested, or preferred, channel being used by another department.

3. Fire Ground Operations:

Command Channel

Command-3 is the command channel and will not be assigned to a department for fire ground operations. *Command-3* is reserved for communication with Dutchess 9-1-1 and should be used for progress reports, mutual aid requests, etc. Dutchess 9-1-1 does monitor this channel.

Command-4 is the on-scene command post channel and should be used for communications with sector commands.

Normally, Dutchess 9-1-1 will not monitor fire ground channels, although they have the capability to communicate with units on each of the five fire ground channels.

Channel Assignments

Fire Ground channels may be assigned by the dispatcher, or at the request of the Incident Commander. In the case where FG-9 or FG-11 is required, the Incident Commander should request which site is to be used for the incident in progress. The normal active site for FG-9 is Hosner Mt.

and for FG-11 is East Mountain. Depot Hill is capable of FG-9 or FG-11. Woody Row is capable of FG-11 or FG-9.

If communications cannot be carried out due to distance or terrain, units trying to establish contact should switch to an associated repeater channel. For example: if you were assigned Fire Ground-6 for operations the repeater channel would be Channel-5 or Fire Ground-5. Units operating on talkaround are able to hear units operating on the associated repeater channel.

Attack teams should be assigned a talkaround channel that will not be interfered with by any other fire ground operations. A talkaround channel not associated with a repeater in your area is a good choice. This channel may be assigned at the discretion of the Incident Commander. Other operations such as water can be carried out on the assigned fire ground channel for the incident or moved to another channel. If additional repeated channels are needed, they must be requested through Dutchess 9-1-1.

Department Frequencies

Departments are encouraged to use their own local frequency when mutual aid is not anticipated. If an incident ends up requiring mutual aid, the I.C. will request a County frequency for fire ground operations. Individual departments are not permitted to identify their private frequency as Channels-1 through 16.

Command Post Communications

All Incident Commanders should have a dedicated radio for Command-3. All communications with Dutchess 9-1-1 will be conducted on Command-3.

4. Responding:

All apparatus must call out on Response-2 and if assigned, switch to an assigned fire ground channel, after being acknowledged by Dutchess 9-1-1.

Whenever possible, one apparatus should call out for all apparatus responding from the same station. Verify that the apparatus is responding prior to calling. When calling out to respond, units should include the address of the incident in which they are responding to. This is a method of verifying the location and letting the dispatchers know that you are en route to the proper location.

Example:

Dutchess 9-1-1 XX-11 responding to the XYZ company at 123 Main Street

- or -

Dutchess 9-1-1 XX-11, XX-12, XX-45 responding to the XYZ company at 123 Main Street.

5. On the Scene:

The first apparatus arriving on the scene should notify Dutchess 9-1-1 of their arrival and include an initial size up report. If the I.C. arrives on the scene before the apparatus, the I.C. will give the progress report. All other apparatus arriving on the scene *should not* call Dutchess 9-1-1 to report on the scene. Only the time for the first arriving apparatus is recorded.

6. Back in Service:

When a piece of apparatus is back in service and able to respond to another alarm, the dispatch center should be notified. If you have already placed a vehicle in service it is NOT NECESSARY to call back in service, returning to quarters.

Example: Dutchess 9-1-1 XX-11 is back in service

When the last piece of fire apparatus and/or ambulance calls back in service, Dutchess 9-1-1 will give the alarm time and the time back in service.

The following transmission is not necessary and should not be called into Dutchess 9-1-1.

Example: Dutchess 9-1-1 XX-11 in service out of quarters

Dutchess 9-1-1 should only be notified when an apparatus is out of service, and unable to handle an alarm.

7. In Quarters: - *No longer required or recommended, see #6*

8. Ambulances Transporting from a Fire Scene:

When an ambulance is transporting from a fire scene, Dutchess 9-1-1 must be notified. The ambulance should contact Dutchess 9-1-1 upon leaving the scene. Included in the transmission should be the hospital in which they are enroute to.

9. Terminating the Alarm:

The Incident Commander may, in accordance with department policy, terminate an alarm when all equipment is back in service. When an alarm is terminated, no other transmission should be made, including equipment calling back in service.

10. Chief Officers:

Responding: It is preferred that chief officers do not call out responding. If a department chief officer calls out responding, they will not be acknowledged. No other officers are to call out responding, including: Rescue Captains, Fire Department Captains, etc.

On the Scene: It is not necessary for each arriving officer to call on the scene of an incident. If a chief officer arrives to the scene prior to any apparatus, they may call on the scene with a progress report. It is not necessary for a chief to call on the scene, if apparatus arrives before them.

11. Progress Reports:

Progress reports are necessary to keep dispatchers and responding units informed as to the status of incidents. Initial reports should indicate what is actually occurring at the scene. These reports should be accurate but brief.

Example: Car XX-1 on the scene of a two-story wood frame building with fire showing on the 2nd floor. Terms such as worker or fully involved should be avoided because they do not indicate what is actually occurring.

VII. FMS Operations

1. Emergency Medical Service:

All ambulances and EMS First Response Vehicles (Fly-Cars) operating on the county fire frequencies are subject to the same rules and regulations as other system users.

2. Required EMS Channels

All Dutchess County ambulances shall have 155.745, 155.760, 155.340 & 155.400 installed in their EMS Radios. Each channel will be used as follows:

- **155.745** - Ambulance to 9-1-1 center when en route to hospitals other than Poughkeepsie.
- **155.760** - Ambulance to 9-1-1 center when en route to Poughkeepsie Hospitals
- **155.340** - Ambulance to Hospital (typically used for hospitals NORTH of the MH Bridge.)
- **155.400** - Ambulance to Hospital (typically used for hospitals SOUTH of the MH Bridge.)
- **462.950** - MED-9 Clove, Illinois and Silver Mountain sites.

155.340 is also the Statewide EMS Mutual Aid frequency

3. Radio Operation Guidelines

A) When the ambulance crew is ready to communicate with Sharon Hospital or medical control, they should radio to Litchfield County Dispatch (LCD) on MED 2 when in the Sharon area and MED 4 when in the New Milford area and request a patch. Specify which hospital and the priority.

(If you cannot reach LCD after two attempts, contact LCD on MED 9).

B) Once you have made contact with LCD, you will be asked for the pickup location (street address and town) and priority 1, 2, or 3:

1. Emergency/Urgent
2. Emergency/Stable
3. Non-Emergency

C) You will be advised when the patch is open and assigned a MED channel (usually the one you are already on)

D) Once you have completed the patch, advise LCD you are clear.

E) If UHF Communication is not available, Sharon Hospital will monitor 155.340 for those agencies who call directly.

4. MED Channels

Use of MED channels 1-10 is restricted to those agencies participating in Advanced Life Support EMS care.

MED-1 through 8 - reserved for ALS communications between paramedic and physician (Medical Control).

MED-9 through 10 - used for coordination of ALS/EMS care between responding agencies.

Dutchess County's ALS radio system utilizes MED-1, 3 and 7. MED-1 and MED-3 are located on Illinois Mountain and are the preferred method of ALS medical control with Poughkeepsie Hospitals.

MED-1 is normally assigned to Vassar Brothers and MED-3 is normally assigned to St. Francis. These channels require no coordination through the 9-1-1 Center. Contact can be made directly with each Emergency Department. MED-7 is located on Clove Mountain and is designed for ALS Medical Control from the Central or Eastern portions of the county. This frequency is normally left in a stand-by status and coordination with the 9-1-1 Center is required to patch this frequency into the appropriate hospital. In exceptional situations, it is possible for the 9-1-1 center to patch 155.745 into either St. Francis or Vassar Brothers Hospitals.

Whenever possible, paramedics should avoid using 155.340/400 for medical control communication. MED channels or cellular telephones for hospital communications should be used, leaving 155.340/400 available for the BLS agencies.

MED-9 is a county-wide frequency to assist in the coordination of ALS response, or EMS MCI incidents. It can be used for patient status updates to responding paramedics, directions for ALS response to a scene, or arranging a meeting point between ALS and BLS units. Users of the channel should identify which repeater they are using: (i.e. MED-9/Illinois, MED-9/Clove or MED-9/Silver).

5. Required EMS Radio Transmissions:

Responding

Each ambulance and EMS response unit must call out responding when dispatched to an alarm. If they respond along with other apparatus, all of the responding equipment should be called out in one transmission.

On the Scene

Each ambulance and EMS response unit should call on the scene to establish their arrival time. **When an ambulance or EMS response unit arrives at the scene of a non-medical alarm (i.e. standby at a structure fire) it is not necessary to call on the scene.**

En Route to Hospital

Each ambulance should call Dutchess 9-1-1 upon leaving the scene with a patient(s) on board. The radio transmission should indicate the destination hospital and whether ALS is on board. On BLS calls, the ALS unit should be placed back in service in the same transmission.

Arriving At the Hospital

This time is not recorded by the 9-1-1 Center and no transmission of such should be made.

Back In Service

Each ambulance should call back in service when they are able to handle another call in their response area. Generally this would mean when their response to a scene would be faster than the dispatch and response of a mutual aid ambulance.

Calling back in quarters is no longer required. Alarm and in service time will be given when calling back in service.

6. Hospital Communications

Ambulances en route to the hospital should contact Dutchess 9-1-1 on either 155.745 or 155.760, depending upon their location (see section 12 for Community Hospitals). If contacting the hospital for simple notification, hospital contact should be made when the ambulance is approximately 15 minutes away. This will help ensure clear communications with the emergency department. In extreme situations (i.e. severe trauma patients or incidents requiring medical control), hospital contact should be attempted earlier, however most hospitals have antennas installed on the roof of their facility, which limits the range of communication.

When calling Dutchess 9-1-1 on 155.745 or 760 the transmission should include: the ambulance

identifier, what channel is being transmitted on, and the destination hospital. Dutchess 9-1-1 will assign either 155.340 or 400. The frequency assignment should be confirmed and the ambulance radio switched to the assigned channel.

Example: XX-71 to Dutchess 9-1-1, requesting frequency to St. Francis Hospital;
Dutchess 9-1-1 to XX-71, switch over to 340 for St. Francis Hospital.

After switching to the assigned hospital frequency, stand by until contact is initiated by the hospital. This may take several minutes. If hospital contact is not made after a reasonable amount of time, return to 155.745/760 and re-contact Dutchess 9-1-1 for further assistance.

Once the hospital contacts you, verify they are able to hear your transmission prior to giving the patient report. The patient report to the hospital should include a brief summary of the patient's complaint, seriousness of condition, significant physical findings, history and ETA. The complete transmission should last no longer than one minute. Upon completion of the radio report to the hospital's emergency department, monitor the frequency, making certain that the hospital has copied the transmission and has no further questions. Once the transmission has been acknowledged by the hospital, return the ambulance radio to 155.745 or 155.760.

Communications with helicopters should be on Channel 16 (Field Operations Talkaround).

VIII. Miscellaneous Operations

1. Radio Announcements:

See Appendix C

2. Vehicles Out of Service:

Each evening at approximately 1800 hours, Dutchess 9-1-1 will announce the list of all vehicles listed out of service. Out of service apparatus will be specified on the initial dispatch of an alarm if the apparatus is removed from service prior to 1800 hours or has been out of service for less than 24-hours.

3. Dispatching of Mutual Aid, Drills & Multi Company Drills:

If a drill is to be dispatched by Dutchess 9-1-1, the chief officer must provide a detailed list of the dispatch requests to the Operations Director in writing. The information must be provided as soon as possible but not less than 48-hours prior to the drill.

The written instructions must include the date, time of dispatch, location of drill, and apparatus to be dispatched.

4. Request For Services:

Tow trucks should be requested for emergencies only. Generally, removing damaged vehicles from the accident scene is a police matter.

5. Testing of Individual Owned Paging Encoders:

Fire departments having tone transmission capability must notify Dutchess 9-1-1 prior to testing their encoders.

VIX. Numbering Plan:

1. *The Fire Department identifying numbers will start with 31.*

2. *No Zeros (0) will be used for apparatus.*

3. *All equipment will be numbered as follows:*

- a. **Engines - 11-29** - must have a 750 GPM pump or more AND less than 1500 gals water.
- b. **Tankers - 31-39** - must carry 1500 gals water or more, regardless of pump size.
- c. **Attack Engines - 41-44** - must have a pump not more 750 GPM and carry 500 gals water.
- d. **Aerial Devices - 45-49** - can be snorkel, platform, ladder truck or quint.
- e. **Rescue Trucks - 51-55** - Must carry rescue equipment that is capable of extricating a victim, (i.e. jaws, rams, airbags, etc.).
- f. **Specialized Unit - 56-59** - Special FD unit - (i.e. Fire Investigation, Command, Confined Space, Dive Rescue, etc.).
- g. **Brush Trucks - 61-65** - must be set up to fight brush fires, (i.e. rakes, brooms, Indian Tanks, water, etc.).
- h. **Utility Vehicle - 66-69** - carry miscellaneous equipment to support firefighting, may be vans, equipment trucks, station wagons, fire police vehicles, BLS fly cars, District vehicles, etc.
- i. **Fire Department affiliated Ambulances - BLS** - start at 71 - numbered forward.
- j. **Fire Department affiliated Ambulances - ALS** - start at 79 - numbered backward.
- k. **Fire Department affiliated Fly Cars - ALS** - start at 89 - numbered backward.
- l. **Hose Trucks - 81-82** - must carry large diameter hose, 4" or greater, pump optional.

- m. Air Vehicle – 83
- n. Fire Inspectors – 91-92
- o. Fire Dept. Safety Officers – 95A - 95Z
- p. Fire Department Designated – 96-98
- q. Boat – 99 – any boat capable of being used by firefighters.

4. Staff Ids:

- a. **XX-1** Chief, then **XX-2** thru **XX-6** should be in order of rank.
- b. Rescue Captain – **XX-7**
- c. Rescue Chief – **XX-8**
- d. Career Staff Duty Officer – **XX-9, XX-10, XX-93, XX-94**
- e. Captain – **XX C-1, XX C-2, etc.**
- f. Lieutenant – **XX L-1, XX L-2, etc.**
- g. Rescue Personnel – **XX R-1, XX R-2, etc.**
- h. Fire Police Personnel – **XX FP-1, XX FP-2, etc.**
- i. FD Personnel – **XX 1, XX 999, etc.**

Note: XX = Fire Department two-digit code

5. Commercial Ambulance Numbering:

- a. **ALS Ambulance** – (name of agency) **Medic XX(X)** (can be 2 or 3 digit #)
- b. **ALS Fly Car** – (name of agency) **Fly Car XX(X)** (can be 2 or 3 digit #)
- c. **BLS Ambulance** - (name of agency) **Ambulance XX(X)** (can be 2 or 3 digit #)
- d. **Special Ops** - (name of agency) **Special Ops XX(X)** (can be 2 or 3 digit #)

6. *County Teams*

- a. Administration: **CC-1** and **CC-2**
- b. Emergency Management: **CC-3**
- c. Communications Coordinator: **CC-5**
- d. Emergency Medical Services Coordinator: **CC-7**
- e. Medical Reserve Corps Coordinator: **CC-8**
- f. Battalion Coordinators: **CC-11** through **CC-17**
- g. EMS Coordinators: **CC71** through **CC73**
- h. Training Division
 - i. Training Administrator: **CC-9**
 - ii. County Fire Instructors: **CFI-1** through **CFI-9**
- i. Fire Investigation Team
 - i. Deputy Coordinators: **CC-51** through **CC-53**
 - ii. Team members **FI-11** through **FI-30**
- j. Haz- Mat Response Team
 - i. Chief & Assistant Chief: **CC-61** & **CC-62**
 - ii. Team Members **HM-3** through **HM-30**
- k. Critical Incident Stress Team
 - i. On-call administrator: **CC-79**
 - ii. Team members **CT-1** through **CT-20**
- l. Fire Police Response Team: **RT-1** through **RT-135**
- m. DCDER Vehicles
 - i. Haz-Mat Truck: **Haz-Mat-1**
 - ii. FID Truck: **FID-1**
 - iii. Emergency Communications Vehicle: **Field Com-1**
 - iv. EMO Pick-up: **CU*-41**
 - v. Maintenance Pick-up: **CU-42**
 - vi. Pool vehicle: **CU-43**
 - vii. Pool vehicle: **CU-44**
 - viii. Pool vehicle: **CU-45**

* CU = County Unit

Appendix A

Radio Communications Trouble Report

Name of person filing report: _____

Date: _____ Telephone # _____ Department Name: _____

City and Street Location of Problem _____

Time and Date of Problem _____

Channel operating on _____ UHF or LB _____

Type of equipment/model used _____

Mobile

Portable

Base

Pager

If Portable please specify positioning of radio and antenna when transmitting (worn on body, hand carried, ETC) _____

Antenna Type and Placement _____

Nature of Problem defined as clearly as possible _____

Additional information or comments _____

All fields are to be filled in to allow for an accurate evaluation and resolution/explanation of the problem.

Return or fax form to DCDER 486-3998. Attn: CC5

Appendix B

DCDER Detected Radio Problem

Serial number ____-____-____

Date _____ Incident # _____ Unit # Causing the Problem _____

Chief/Administrator of Agency _____

Address _____ ZIP _____

Time and Date of Event _____

Channel used _____ Recorded Information saved? _____

Nature of Problem defined as clearly as possible _____

Recommendations by DCDER for Resolution

Agency Resolution Information

Description of repairs and corrections made to malfunctioning radio equipment: _____

Return completed form to:

**Dutchess County Dept. of Emergency Response
Communications Division
c/o Russ Whittaker
392 Creek Road
Poughkeepsie, NY 12601**

Appendix C

1800-HOUR ANNOUNCEMENT GUIDELINE

Acceptable Announcements for Firematic and EMS Activity by Authorized Personnel:

1. Drills, OSHA and Pathogen Mandated Seminars and other Training sessions
2. Equipment out of service
3. Equipment being placed back in service
4. Work details
5. Funerals and Memorial Services
6. Hose Tests
7. Operations Changes
 - a. Road Closures
 - b. Equipment being relocated
 - c. Temporary Assignment Changes
8. Meetings – only when they involve
 - a. Cancellations
 - b. Change of Date, Time or Location
 - c. Special Meetings (*Not Pre-scheduled Meetings*)
9. Physicals or vaccinations
10. Special Detail (*Not Pre-scheduled Details*)

Non-Acceptable Announcements:

1. Committee meetings of any kind
2. Parade and Carnival announcements
3. Arrival of new Apparatus or Equipment
4. Regular Month Meeting Announcements
 - a. Fire Company
 - b. Fire Police
 - c. Rescue Squad / Emergency Medical Services
 - d. Fire Commissioners or Board of Directors
 - e. Training Associations
 - f. Department of Emergency Response Divisions and Task Forces
 - g. Associations (i.e. Chiefs or EMS Council and Association of Fire Districts, etc.)
 - h. Annual Elections
5. Equipment Inventory

NOTE: Acceptable Announcements will only be broadcast **once!**

Appendix A-4

DUTCHESS COUNTY DEPARTMENT OF EMERGENCY RESPONSE

MULTI-CASUALTY INCIDENT (MCI) RESPONSE GUIDELINE

Introduction

Purpose- The purpose of this document is to update and standardize multi-jurisdictional MCI response procedures by a consistent process.

Intent- To enhance and improve multi-casualty medical emergency response within Dutchess County.

Scope- This guideline is intended for use by all agencies that respond to any incident that requires resources beyond those normally available.

Guideline Definitions- For the purposes of this guideline, an MCI is defined as any incident in which the number of injured persons fully engages or exceeds the medical capabilities of the jurisdictional resources for a period of time.

The exact number of casualties required for guideline activation will vary from community to community. The primary difference between an MCI and day-to-day operations will be the relationship between the numbers of casualties vs. the number of resources. In day-to-day operations, usually several rescuers attend to one victim, whereas the MCI ratio may be one rescuer to several victims.

Guideline Assumptions- This guideline assumes that:

- The incident is limited in scope of area, number of casualties and time required for control.
- EMS resources have not been decommissioned by the incident.
- Coordination and control are maintained at the scene of the incident.

Phases of the MCI Guideline

Overview

The Dutchess County MCI Guideline consists of three phases. The initial phase starts with incident occurrence and initial response. The second phase commences once the incident is assessed and confirmed. The MCI is deactivated once the incident is mitigated and declared completed.

Phases

- Initial response
- Declaration of a MCI
- Deactivation

Initial Response

- Possible MCI is reported to the Dutchess County 9-1-1 Communications Center
- The Dutchess County 9-1-1 Communications Center dispatches appropriate resources for location of incident
- First responder arrives confirms incident, declares an MCI.

Activation of the guideline (responder responsibilities)

- A MCI is declared by the highest-ranking first response authority on scene
- The Dutchess County 9-1-1 Communications Center is notified of the MCI declaration

The following information is transmitted to the Dutchess County 9-1-1 Communications Center

- Type of incident
- Exact location and best access routes
- Approximate number of casualties
- Requests the Dutchess County 9-1-1 Communications Center to identify hospital capabilities
- EMS Resources will commence MCI management as per current recommendations by NYS DOH BEMS.
- Incident Commander will request number and type of resources required to manage incident.

Activation of the guideline (Department of Emergency Response responsibilities)

- Dispatch appropriate agencies as per Incident Command request.
- The Dutchess County 9-1-1 Communications Center will coordinate with Incident Command and determine bed availability in the appropriate medical facilities.
- Dispatch Dutchess County Department of Emergency Response Deputy EMS Coordinator and Battalion Coordinator to incident
- Deputy Coordinator and or Battalion Coordinator will coordinate mutual aid requests between Incident Command and the Dutchess County 9-1-1 Communication Center
- The Dutchess County 9-1-1 Communication Center dispatching staff will coordinate mutual aid request in conjunction with the Incident Commander, Deputy Coordinators and or the Battalion Coordinator
- The Dutchess County 9-1-1 Communication Center dispatching staff will, in conjunction with Deputy Coordinators and/or Battalion Coordinators coordinate EMS coverage for the affected areas.

Deactivation

- Once the Incident Commander has terminated the incident, the Dutchess County 9-1-1 Communication Center and the Deputy Coordinator and/or Battalion Coordinator will coordinate with the Incident Commander the release of agencies as appropriate.

APPENDIX A-5
RESOLUTION DOCUMENT FOR PARTICIPATING AGENCIES



*Dutchess County
Department of Emergency Response
Mutual Aid Plan Participating Agency
Governing body resolution and participation approval*

Resolution by the governing board having jurisdiction over the participating agency.

_____ offered the following resolution and moved its adoption.

Resolved that this board authorizes the participation of the _____
_____ in the Dutchess County Mutual Aid Plan and certifies to the Dutchess County legislature through the Dutchess County Emergency Response Coordinator that no restrictions exist against "outside service" by such participating agency named herein within the meaning of section 209 of the New York State General Municipal Law which would effect the power of said agency to participate.

Restrictions : If any restrictions exist, they must be documented below per the Main Body Document Section 11 parts A & B.

Services Provided EMS _____ Fire Rescue _____

And be it further resolved that a copy of this resolution be filed with the Dutchess County Emergency Response Coordinator.

_____ seconded the resolution

Voted: In favor: _____ Opposed: _____ Abstained : _____

Carried: _____

Date: _____

Recording Officer: _____

This resolution supersedes all previous like resolutions

APPENDIX A-6
DUTCHESS COUNTY CHARTER

ARTICLE XVIII¹⁹
DEPARTMENT OF EMERGENCY RESPONSE

Section 18.01. Department of Emergency Response; Coordinator; Appointment; Qualifications; Term.

There shall be a Department of Emergency Response under the direction of an Emergency Response Coordinator, who shall be appointed by the County Executive, subject to confirmation by the County Legislature. He shall be appointed on the basis of his administrative experience and other qualifications for the responsibilities of his office. The Emergency Response Coordinator shall be directly responsible to, and serve at the pleasure of, the County Executive. The Department of Emergency Response shall be the Office of Civil Defense for the County of Dutchess.

Section 18.02 Powers and Duties.

The Emergency Response Coordinator shall be the Director of Civil Defense and in addition shall possess all the powers and perform all of the duties now or hereafter conferred or imposed by law upon a county fire coordinator. The Emergency Response Coordinator shall perform such other duties as may be required by the County Executive or the County Legislature.

Section 18.03. Assistant and Staff.

The Emergency Response Coordinator shall have the power to appoint an assistant and such employees as shall be authorized by the County Legislature, all of whom shall be responsible to him and shall serve at his pleasure. The Assistant Emergency Response Coordinator shall serve as Assistant Director of Civil Defense and shall perform such other and related duties required by the Director, the County Executive or the County Legislature. In addition, the Emergency Response Coordinator shall have the power to appoint such Deputy Emergency Response Coordinators as he may deem appropriate. Such Deputies shall serve without compensation and at the pleasure of the Emergency Response Coordinator. The names of Deputy Emergency Response Coordinators shall be duly filed by the Emergency Response Coordinator with the County Clerk and the Clerk of the County Legislature.

¹⁹ Article XVIII, Department of Emergency Response, added in its entirety by Resolution No. 328 of 1993. Local Law # 8 of 1993.

APPENDIX A-7

DUTCHESS COUNTY CODE FOR CIVIL DEFENSE/EMERGENCY MANAGEMENT

ARTICLE XVIII
DEPARTMENT OF EMERGENCY RESPONSE ^{40, 54}

Section 18.01. Emergency Response Coordinator; Powers and Duties.

Among his powers and duties, the Emergency Response Coordinator shall:

(a) supervise the maintenance and daily operation of the fire communications system, develop prevention and response programs and mutual aid plans, and coordinate training;

(b) act as Director of Civil Defense for the County, overseeing emergency response and disaster preparedness planning and review in accordance with state and federal laws and guidelines; and

(c) assist in development and implementation of a County E911 system.

40 Article XXV, Department of Emergency Response, added in its entirety by Resolution No. 328 of 1993. Local Law No. 8 of 1993.

54 Article XXV, Department of Emergency Response renumbered XVIII by Resolution No. 195 of 1997. Local Law No. 6 of 1997.

**DUTCHESS COUNTY
DEPARTMENT OF EMERGENCY RESPONSE**

ARSON CONTROL PLAN

**John Murphy
Emergency Response Coordinator**

**David Schultz
Deputy Coordinator – in charge
Fire Investigation Division**

**Victor Zamaloff
Deputy Coordinator**

**Gary Beaumont
Deputy Coordinator**

Original Date:	March 15, 1989
Proposed Revision:	March 17, 2009
Revised:	February 23, 2010
Approved:	

Table of Contents

<u>Topic</u>	<u>Page</u>
Introduction	3
Objectives	3
Fire Investigation Structure	4
Job Specifications	5
Deputy Fire Coordinator – Fire Investigation Division	5
Senior Fire Investigator	7
Fire Investigator	10
Notification of Division	11
Fire Investigation Division Member Benefits	12
Standard Operating Guidelines	13
International Association of Arson Investigators Code of Ethics	14
Appendix A – Forms	15

DUTCHESS COUNTY FIRE INVESTIGATION CONTROL PLAN

Introduction

New York State General Municipal Law 204-d "Duties of the Fire Chief" states:

The fire chief of any fire department or company shall, in addition to any other duties assigned to him by law or contract, to the extent reasonably possible determine or cause to be determined the cause of each fire or explosion which the fire department of company has been called to suppress. He shall contact or cause to be contacted the appropriate investigatory authority if he has reason to believe the fire or explosion is of incendiary or suspicious origin.

Now as a result of NYS General Municipal Law 204-d, each Fire Department or company which has an incident within its area conducts an investigation: If further investigation is warranted, the Fire Chief has the 'option of requesting the Dutchess County Fire Investigation Division to assist the Chief in determining the origin and cause of the incident'.

On March 15, 1989, the Dutchess County Legislature by way of Resolution 107 of 1989 created the Dutchess County Fire Investigation Team. Resolution 201173 of May 14, 2001 renamed the Dutchess County Fire Investigation Team to Dutchess County Fire Investigation Division and increased the membership of the Team.

The Fire Investigation Division is a resource to the County Fire Chiefs to fulfill their duties as outlined in NYS General Municipal Law 204-d.

Objectives

- a) To provide a highly trained investigative unit to assist the Incident Commander in the determination of the origin and cause of a fire or explosion.
- b) To provide sufficient manpower and the most sophisticated equipment available to the Incident Commander in charge of an incident, and therefore minimize the time it would take to begin an investigation and provide a highly skilled professional and accurate determination which will allow that Incident Commander to take whatever further action that is necessary to prevent a recurrence of the incident.
- c) To identify the possibility of an existing product safety problem, which may have caused a fire, or explosion, which will allow the Fire chief to take the preventive measures, needed to eliminate this type cause in the future.
- d) To identify the possibility of incendiary fires in a given area, which will allow the Incident Commander to contact the appropriate investigative authority to identify the person or persons responsible.

- e) Upon completion of the determination of the origin and cause of an incident the Lead Investigator of the incident will forward a summary report of the findings to the requesting Fire Chief or Department, or in their absence the Incident Commander.
- f) To provide fire investigative training to any group or agency requesting this service.
- g) The Division member assuming the responsibility of determination of the cause and origin of a fire or explosion will solicit concurrence from the Fire Chief or his designee (i.e. Incident Commander) prior to leaving the scene.

The ultimate objective of this Division is to help prevent the loss of life and property by determining the origin and cause of fires or explosions and thus making the Fire Department and general public aware of specific fire dangers that exist in their areas, with the hope that the appropriate measures are taken to eliminate those dangers.

Fire Investigation Division Structure

1. Dutchess County Emergency Response Coordinator (CC-1)

- Shall oversee the overall operation of the Division.
- Shall appoint three Deputy Coordinators (CC-51, CC-52, CC-53) to be responsible for the determination of the origin and cause of fires or explosions in Dutchess County when requested to assist a Fire Chief in this manner.
- Shall appoint one of the three Deputy Coordinators as Deputy Coordinator in charge of the operation of the Division.
- Shall act on the recommendation of the Deputy Fire Coordinator in Charge of the Fire Investigation Division on appointment of Senior and Fire Investigators as needed, to this Division.

II. Deputy Coordinator in Charge of Fire Investigation Division (CC-51)

- Shall be appointed by the Emergency Response Coordinator to oversee the daily operation and functions of the Deputy Fire Coordinators and Fire Investigators of the Fire Investigation Division.

III. Deputy Coordinator of Fire Investigation Division (CC-52 & 53)

- The two Deputy Coordinators assigned to the Fire Investigation Division shall be of equal stature and share responsibilities and duties equally.
- The Deputy Coordinators shall be assigned the responsibility of the determination of the origin and cause of fires and explosions when the

Incident Commander at the scene of such incident requests their assistance. Upon completion of the determination, a detailed report will be completed and secured at the Department of Emergency Response.

IV. Senior Fire Investigators

- There shall be two Senior Fire Investigators appointed by the Deputy Coordinator in Charge of the Fire Investigation Division
- Shall assist the Deputy Coordinator in the investigation of fires or explosions to determine their cause. In the absence of the Deputy Coordinator, the Senior Fire Investigator will assume the responsibility of the determination of the origin and cause of the fire or explosion.

V. Fire Investigators

- There shall be fourteen (14) Fire Investigators assigned to the Fire Investigation Division to assist with investigating the cause and origin of fires or explosions.

VI. District Attorney's Office Liaison (CC-58)

- There shall be an Assistant District Attorney from the County District Attorney's Office who shall serve as a liaison to the Fire Investigation Division.
- The ADA will be notified of all fires involving a fatality and/or large dollar loss fires.

VII. Dutchess County Sheriff's Office

- There shall be representatives from the Dutchess County Sheriff's Office Detective Bureau and Road Patrol Division who are trained Fire Investigators to assist the Fire Investigation Division.

Job Specifications

Deputy Coordinator - Fire Investigation Division

DISTINGUISHING FEATURES OF THE CLASS:

This is a volunteer position in the Department of Emergency Response which is responsible for assisting the Emergency Response Coordinator with fire investigation services offered to Fire Departments of Dutchess County. This position must understand the fire and EMS provider community, both career and volunteer, and must act as a liaison to providers, local, state, regional and community organizations and municipal groups. This person will assist local Fire Chiefs with the cause and origin of fires

This position involves a great deal of contact with community agencies and various service providers to develop cooperative mutual agreements for service provision. This position functions under the Department of Emergency Response but has a very close working relationship with; all Police agencies located within Dutchess County, Dutchess County District Attorney's office, the New York State Office of Fire Prevention and Control (OFPC), the United States Alcohol, Tobacco and Firearms (ATF) and the Federal Bureau of Investigations (FBI). General direction is received from higher level administrative staff. Due to the nature of this position, the incumbent must be available to work during emergencies.

TYPICAL WORK ACTIVITIES:

Typical work activities for the incumbent in this title include those listed below. They are indicative of the level and types of activities performed by the incumbent in this title. They are not meant to be all inclusive and do not preclude a supervisor from assigning activities not listed which could be reasonably expected to be performed by an employee in this title.

1. Oversee the operation of the County's Fire Investigation Division, including establishing policies and procedures for the Fire Investigation Division.
2. Assist Fire Departments within the County in the determination of the cause and origin of fires.
3. Responds only to incidents and other emergencies when requested by Dutchess County's 911 Communication Center
4. Assists, as requested, in providing educational programs to local municipalities and organizations on various fire investigation and prevention issues and topics, such as Emergency Preparedness or Incident Command training and fire scene preservation.
5. When requested by the Emergency Response Coordinator or his designee, will assist with Fire activities during activation of the County's Emergency Operations Center (EOC).
6. Holds monthly meeting and training sessions for members of the County's Fire Investigation Division.
7. Attend a minimum of 75% of monthly staff meetings. Attend a minimum of two meetings of Fire Chief's Council and one meeting of the Association of Fire Districts yearly.
8. Prepare and submit Incident Response Report for each emergency incident responded to. Provide a yearly *Annual Activity and Response Report*.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES:

Knowledge of modern fire suppression equipment, methods, and technology;
Knowledge principles and practices of employee supervision, training and evaluation;
Knowledge of principles and practices of fire investigation;
Knowledge of laws and ordinances regarding fire prevention, arson and NYS building codes;
Knowledge of building construction, building materials and their effect on fire spread;
Knowledge of fire hazards, prevention and protection methods;
Knowledge of investigative procedures;
Knowledge of incident command procedures;
Knowledge of NFPA 921, Guide for Fire and Explosive Investigations;
Knowledge of NFPA 1033, Professional Guidelines for Fire Investigations;
Knowledge of proper use of safety and protective equipment;
Ability to plan, supervise and evaluate the work of personnel assigned to Fire Investigation Division;
Ability to plan and coordinate fire investigation activities;
Ability to perform complex technical fire investigations;
Ability to remain current with fire codes, standards, regulations and proposed changes;
Ability to maintain certifications and proficiency and to promote continuing education opportunities for staff;
Ability to establish and maintain effective working relationships with fire departments, law enforcement agencies, other County Departments and the general public;
Personal characteristics necessary to perform the duties of the position;
Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Possession of a high school or equivalency diploma
Minimum of fifteen (15) years of active service to a fire department in Dutchess County
Minimum of seven (7) years of active service as a member of the Dutchess County Fire Investigation Division;
Must have completed the following NYS Outreach Courses or updated courses:

- Firefighting I (or equivalent as per NYS OFPC determination)
- Fire Behavior and Arson Awareness
- Principles of Fire Investigation
- Interviewing Techniques
- Fire Investigation Photography
- Fire Scene Evidence Collection
- Advanced Fire Investigation Levels I and II
- Electrical Fire Cause Determination I

Must have completed the following NIMS Courses; IS-700, ICS-100 and ICS-200
Must have a valid NYS Drivers License

SENIOR FIRE INVESTIGATOR - FIRE INVESTIGATION DIVISION

DISTINGUISHING FEATURES OF THE CLASS:

This is a volunteer position in the Department of Emergency Response which is responsible for assisting the Deputy Coordinators assigned to the Fire Investigation Division with fire investigation services offered to Fire Departments of Dutchess County. This position must understand the fire and EMS provider community, both career and volunteer, and must act as a liaison to providers, local, state, regional and community organizations and municipal groups. This person will assist local Fire Chiefs with the cause and origin of fires

This position involves a great deal of contact with community agencies and various service providers to develop cooperative mutual agreements for service provision. This position functions under the Department of Emergency Response but has a very close working relationship with; all Police agencies located within Dutchess County, Dutchess County District Attorney's office, the New York State Office of Fire Prevention and Control (OFPC), the United States Alcohol, Tobacco and Firearms (ATF) and the Federal Bureau of Investigations (FBI). General direction is received from higher level administrative staff. Due to the nature of this position, the incumbent must be available to work during emergencies.

TYPICAL WORK ACTIVITIES:

Typical work activities for the incumbent in this title include those listed below. They are indicative of the level and types of activities performed by the incumbent in this title. They are not meant to be all inclusive and do not preclude a supervisor from assigning activities not listed which could be reasonably expected to be performed by an employee in this title.

1. Prepare work schedules.
2. Organize and manage in-service training programs.
3. Coordinates the activities of the Fire Investigation Division with other agencies and jurisdictions at the scenes of fire and explosions where the Division is activated.
4. Review reports of all suspicious and incendiary fires as received from Fire Investigators.
5. Will assist the Department of Emergency Response's Records Access Officer (official keeper of all records of the Department) as custodian for all criminal investigation files.
6. Confers with Fire Investigators regarding status of court cases and pending investigations.
7. Assists in presenting cases to the District Attorney's office for crime charging determination, and filing of formal complaints.

8. Teaches Fire/Arson Investigation Techniques to fire service personnel.
9. Conducts Arson Awareness programs for the public.
10. Maintains statistics regarding all aspects of fire and arson investigations
11. Attend a minimum of 80% of monthly Division meetings.
12. Prepare and submit Incident Response Report for each emergency incident responded to. Assist in the preparation of the Division's *Annual Activity and Response Report*.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES:

Knowledge of modern fire suppression equipment, methods, and technology;
 Knowledge principles and practices of employee supervision, training and evaluation;
 Knowledge of principles and practices of fire investigation;
 Knowledge of laws and ordinances regarding fire prevention, arson and NYS building codes;
 Knowledge of building construction, building materials and their effect on fire spread;
 Knowledge of fire hazards, prevention and protection methods;
 Knowledge of investigative procedures;
 Knowledge of incident command procedures;
 Knowledge of NFPA 921, Guide for Fire and Explosive Investigations;
 Knowledge of NFPA 1033, Professional Guidelines for Fire Investigations;
 Knowledge of proper use of safety and protective equipment;
 Ability to plan, supervise and evaluate the work of personnel assigned to Fire Investigation Division;
 Ability to plan and coordinate fire investigation activities;
 Ability to perform complex technical fire investigations;
 Ability to remain current with fire codes, standards, regulations and proposed changes;
 Ability to maintain certifications and proficiency and to promote continuing education opportunities for staff;
 Ability to establish and maintain effective working relationships with fire departments, law enforcement agencies, other County Departments and the general public;
 Personal characteristics necessary to perform the duties of the position;
 Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Possession of a high school or equivalency diploma
 Minimum of three (3) years of active service as a Fire Investigator with the Dutchess County Fire Investigation Division
 Completion of a minimum of 200 hours of training in a recognized Fire/Arson investigation or related courses
 Must have completed the following NYS Outreach Courses or updated courses:

- Firefighting I (or equivalent as per NYS OFPC determination)
- Fire Behavior and Arson Awareness
- Principles of Fire Investigation

- Fire Investigation Levels I and II
- Must have completed the following NIMS Courses; IS-700, ICS-100 and ICS-200
Must have a valid NYS Drivers License

FIRE INVESTIGATOR - FIRE INVESTIGATION DIVISION

DISTINGUISHING FEATURES OF THE CLASS:

This is a volunteer position in the Department of Emergency Response which is responsible for assisting the Deputy Coordinators assigned to the Fire Investigation Division with fire investigation services offered to Fire Departments of Dutchess County. This position must understand the fire and EMS provider community, both career and volunteer, and must act as a liaison to providers, local, state, regional and community organizations and municipal groups. This person will assist local Fire Chiefs with the cause and origin of fires

This position involves a great deal of contact with community agencies and various service providers to develop cooperative mutual agreements for service provision. This position functions under the Department of Emergency Response but has a very close working relationship with; all Police agencies located within Dutchess County, Dutchess County District Attorney's office, the New York State Office of Fire Prevention and Control (OFPC), the United States Alcohol, Tobacco and Firearms (ATF) and the Federal Bureau of Investigations (FBI). General direction is received from higher level administrative staff. Due to the nature of this position, the incumbent must be available to work during emergencies.

TYPICAL WORK ACTIVITIES:

Typical work activities for the incumbent in this title include those listed below. They are indicative of the level and types of activities performed by the incumbent in this title. They are not meant to be all inclusive and do not preclude a supervisor from assigning activities not listed which could be reasonably expected to be performed by an employee in this title.

1. Responds to fires and explosions scenes when the Fire Investigation Division is requested by the Scene Incident Commander.
2. Performs an immediate investigation as to the causative factors surrounding the incident consistent with National Fire Protection Association (NFPA) 921.
3. Identifies clues and collects physical evidence.
4. Interviews all persons known to be connected with the discovery or extinguishment of the incident.
5. Makes investigative notes and writes reports concerning all aspects of the incident and follow-up investigations.

6. Confers with the Assistant District Attorney assigned to the Fire Investigation Division, regarding case evaluation.
7. Testifies in criminal and civil courts as directed.
8. It shall be the individual member's responsibility to keep track of the number of investigative hours (Administrative, On Scene, Training, etc) spent to maintain their investigative level hours, as well as their mileage.
9. Attend a minimum of 75% of monthly Division meetings.
10. Attend a minimum of 51% of the investigations the Division is dispatched to.
11. Assists in the preparation of Incident Response Report for each emergency incident responded to. Assist in the preparation of the Division's *Annual Activity and Response Report*.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES:

Knowledge of modern fire suppression equipment, methods, and technology;
 Knowledge of principles and practices of fire investigation;
 Knowledge of laws and ordinances regarding fire prevention, arson and NYS building codes;
 Knowledge of building construction, building materials and their effect on fire spread;
 Knowledge of fire hazards, prevention and protection methods;
 Knowledge of investigative procedures;
 Knowledge of incident command procedures;
 Knowledge of NFPA 921, Guide for Fire and Explosive Investigations;
 Knowledge of proper use of safety and protective equipment;
 Ability to perform complex technical fire investigations;
 Ability to remain current with fire codes, standards, regulations and proposed changes;
 Ability to maintain certifications and proficiency;
 Ability to establish and maintain effective working relationships with fire departments, law enforcement agencies, other County Departments and the general public;
 Personal characteristics necessary to perform the duties of the position;
 Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Possession of a high school or equivalency diploma
 Minimum of five (5) years of active service as a career and/or volunteer fighter with a Fire Department located within Dutchess County.
 Must have completed the following NYS Outreach Courses or updated courses:

- Firefighting I (or equivalent as per NYS OFPC determination)
- Fire Behavior and Arson Awareness
- Principles of Fire Investigation

 Must have completed the following NIMS Courses; IS-700 and ICS-100
 Must have a valid NYS Drivers License

Notification of Division

Each member assigned to the Fire Investigation Division and Fire Investigators will be equipped with a pager and/or portable two-way radio.

In the event of an incident where the Fire Investigation Division is requested by a Fire Incident Commander, the following method of notification will be followed:

1. Dutchess County's 9-1-1 Communications Center will activate the Fire Investigation Division tones along with an announcement as to where the fire investigation request is located.
2. Any Division member notified of an incident and available to respond, will make phone or radio contact with the Dutchess County 9-1-1 Communications Center and inform the Dispatcher of their response to the incident.
3. After waiting a reasonable time and no Investigator responds to the dispatch center a second dispatch request shall be toned.
4. In the event of a fire death, serious injury (either civilian or firefighter) or a large dollar loss, the Assistant District Attorney assigned to the Fire Investigation Division (CC-58) will be notified of the incident.
5. Dispatchers shall notify the first arriving FID member the number of responding Fire Investigators and the status of FID-1.

Fire Investigation Division Member Benefits

Deputy Coordinators as well as Fire Investigators will be considered non-paid employees of Dutchess County, and as such will be afforded all rights and privileges they are entitled to with this status, including but not limited to the following:

Members shall be covered by any and all insurance benefits afforded employees of Dutchess County in the event of injury or death.

Members shall be eligible for any and all workman compensation benefits afforded a paid County employee, in the event of injury or death should an injury result in the course of his or her duties with the Dutchess County Fire Investigation Division.

Division members shall be authorized to operate any County vehicle used in the operation of the Division Function, whether this be the investigation of a fire or explosion or transportation to and from schools or seminars as authorized by Emergency Response Coordinator.

Division members shall be authorized to utilize Dutchess County's two-way radio system in the normal operation of the Fire Investigation Division.

Division members will be issued a picture ID card listing their association with the Fire Investigation Division, together with the appropriate uniform and badge from the Dutchess County Emergency Response.

Division Members will also be issued all gear including coat, boots, helmet, gloves, coveralls, and any other clothing or equipment needed to perform the functions of the Fire Investigation Division.

Division Members will be eligible for reimbursement for mileage traveled in their personal vehicles at the current County rate, for mileage traveled to and from fires, meetings, and schools as authorized by the Emergency Response Coordinator.

Standard Operating Guidelines

Once a Fire Chief or a fire scene Incident Commander in the Chief's absence requests the Dutchess County Fire Investigation Division and notification being made by the Dutchess County Emergency Response Dispatch Staff, each member of the Team responding to the scene of the incident will contact the dispatchers to advise them of the members who are responding to this scene.

Upon arrival at the scene, the first member of the Division arriving will contact Department of Emergency Response to advise the dispatchers that a Division member is there and the arrival time, indicating the time the investigation began, will be noted on the Incident Alarm Sheet.

Upon the arrival of the Fire Investigation Division at the scene of an incident, Division member will first make contact with the Fire Chief or the fire scene Incident Commander.

Members participating in the investigation of a fire or explosion scene will wear the appropriate clothing or Personal Protective Equipment (PPE) as needed to insure that member's safety and well being at all times.

Preliminary interviews will be conducted with home or business owner, witnesses, first firefighters on the scene, uniformed police officers, or anyone else who may have information which will assist in the determination of the origin and cause of the fire or explosion.

The fire scene will be documented prior to the beginning of the investigative process. Photographs will be taken prior to anything being moved or disturbed.

Should additional investigative assistance be needed by the Fire Investigation Division, this type request will be coordinated with the Fire Incident Commander.

A thorough and detailed examination will be conducted of the scene of the fire or explosion by members of the Dutchess County Fire Investigation Division.

During the examination of the fire scene, should Division members find evidence that a fire or explosion is believed to be incendiary in nature, the Fire Investigation Division member in charge will contact the Fire Chief or fire scene Incident Commander to obtain the appropriate investigative authority to assist in this investigation.

During the examination of a scene, should evidence be collected, that evidence will be photographed in place prior to removing any article. The evidence will then be packaged as needed, in the appropriate container and labeled as to its contents. All evidence collected will then be turned over to the appropriate investigative authority to continue the investigation. A chain of custody form will be filled out including what articles of evidence were removed, where the article(s) were collected, who actually took custody of the article(s), and noting which representative of the investigative authority who took custody of the evidence.

Photographs taken at the scene will be maintained by the Dutchess County Fire Investigation Division with the case file at the Department of Emergency Response. Should this incident be determined incendiary in nature, a copy of the photo prints will be forwarded to the appropriate investigative authority.

Division members at the scene of a fire or explosion will make rough sketch of the incident when appropriate and will include all necessary measurements and notations that are needed to document the incident.

Division members will limit radio transmissions on the fire frequency used at the fire scene so as to not interfere with fire-fighting operations at the scene.

Upon completion of the examination of the scene, the Investigator in Charge who determines the origin and cause of the fire will solicit concurrence from the Fire Chief or the fire scene Incident Commander prior to leaving the scene, and make note of the Fire Officer from whom concurrence was obtained.

If a member fails to participate in fire investigations requested, and/or does not attend other functions of the Fire Investigation Division, to the point where that member's absence becomes a burden on other members of the Division, that member shall be approached to ascertain the reason for his/her lack of participation. If a member does not have a legitimate reason for lack of attendance, that member may be dismissed at the discretion of the Dutchess County Emergency Response Coordinator.

International Association of Arson Investigators

CODE OF ETHICS

1. I will, as an arson investigator, regard myself as a member of an important and honorable profession.
2. I will conduct both my personal and official life so as to inspire the confidence of the public.
3. I will regard it my duty to avail myself of every opportunity to learn more about my profession.

4. I will avoid alliances with those whose goals are inconsistent with a honest and unbiased investigation.
5. I will make no claim to professional qualifications which I do not possess.
6. I will share all publicity equally with my fellow investigators, whether such publicity is favorable or unfavorable.
7. I will be loyal to my superiors, to my subordinates, and to the organization I represent.
8. I will bear in mind always that I am a truth-seeker not a cause maker, that it is more important to protect the innocent than to convict he guilty.

APPENDIX A – Forms

- A-1 Fire Investigation Division Cover Sheet
- A-2 Fire Investigation Data Sheet
- A-3 Team membership response sign-in sheet
- A-4 Scene Assignments Sheet
- A-5 Owner / Tenant Information sheet
- A-6 Consent Form
- A-7 Electrical Distribution Panel sheet
- A-8 Vehicle Inspection Field Notes
- A-9 Witness Statement sheet
- A-10 Photograph Cover Sheet
- A-11 Photograph Log sheet
- A-12 Film/Photo/VCR Tape Chain of Custody Log
- A-13 Drawing Graph Sheet
- A-14 Fire Department Summary Sheet
- A-15 Photo Envelope
- A-16 Investigative Package Envelope

**APPENDIX A-9
DUTCHESS COUNTY MUTUAL AID COMMITTEE**

2010 Mutual Aid Plan Revision Committee

**Battalion Coordinator Keith Davidson
Chief Bill Cotting - Rhinecliff FD
Chief Brian Odendahl - Lagrange FD
Past Chief Mike Macak - Lagrange FD
Battalion Coordinator Kyle Pottenburgh- DCDER
Chief Shawn Howard - Amenia FD
Chief Bill Steenburgh - Roosevelt FD
Past Chief Dave Schmoke - Union Vale FD
Chief Aaron Sherer - Dover FD
Battalion Coordinator Robert Sartori
Assistant Chief Glenn Kramer - Hughsonville FD
EMS Coordinator Dana Smith - DCDER**

**Committee Chairman - DCDER
Battalion 1
Battalion 2
Battalion 2
Battalion 3
Battalion 4
Battalion 5
Battalion 6
Battalion 6
Battalion 6
DCDER
Battalion 7
EMS Division**

Mutual Aid Plan Revision Review

Carol A. Bogle - Dutchess County Senior Assistant County Attorney

Roll call vote on the foregoing Resolution No. 2010284 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010285

RE: REQUESTING SPACE NEEDS ANALYSIS

LEGISLATORS HUTCHINGS and COOPER offer the following and move its adoption:

WHEREAS, the County of Dutchess and its various departments are in need of space for various functions and purposes on a regular basis; and

WHEREAS, the County of Dutchess is currently exploring an opportunity to acquire and expand 170 Washington Street, to accommodate the offices of the Medical Examiner; and

WHEREAS, the County of Dutchess is also recently had an additional need for space for the Board of Elections for storage of existing machines; and

WHEREAS, it would be helpful for the County and for the Legislature to have available to them, when considering space needs, a study with respect the present and future space needs; and

WHEREAS, it is important not only to know what the County's space requirements are, but what space is available in our current inventory and, if additional space is necessary, what may be on the market for rental or purchase to assist the County in meeting its space needs; now, therefore be it

RESOLVED, that before the County Legislature considers the approval of the acquisition by any means of additional space that such a study be undertaken, and be it further

RESOLVED, that it is requested that before the County Executive executes any lease for space that a study be completed so that the potential for any cost savings or any other space opportunities may be considered.

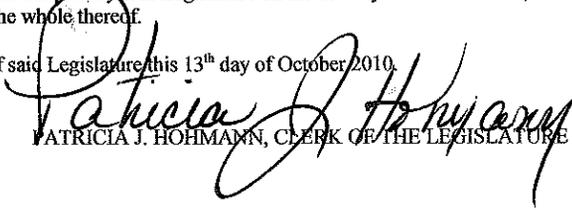
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

No Fiscal Impact

FISCAL IMPACT STATEMENT

APPROPRIATION RESOLUTIONS

Total Current Year Cost \$ up to \$5,000

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 Item (s): A1010.4401.105 Professional Service - Consultants

Related Expenses: _____

Nature of Expenses: Market analysis

Anticipated Savings to County: _____

Net county Cost (this year): \$ up to \$5,000

(over five years): \$ _____

Prepared by: Legislator Cooper



Dutchess
County
Executive

Dutchess

William R. Steinhaus
County Executive

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

Memorandum

To: Gary Cooper, Majority Leader
Gerry Hutchings, Legislator

From: William R. Steinhaus 
Dutchess County Executive

Re: Resolution Number 2010285
Requesting Space Needs Analysis

Date: October 7, 2010

I am writing regarding your proposed Resolution Number 2010285 titled "*Requesting Space Needs Analysis*" received this week. It is unclear from the "Whereas" section why this resolution would be necessary.

I am not proposing any expansion of county government – nor any added office space. County government will be smaller in 2011 than 2010. County government has fewer employees than 1987. County government has reduced its staff by over 85 in just the two prior years. County government will be reducing its staff further in 2011.

The only proposal the administration has - or anticipates - for legislative consideration is for a specialty facility for a morgue/lab for the Medical Examiner.

The Legislature has in front of it previously provided justification, analysis, cost comparisons and financial work outs. Along with the recent personal presentation by Dr. Reiber, you have been provided comprehensive information to support the need for this specialty facility and its economic logic at the proposed location. You also received earlier this week a memo from Commissioner Charles Traver responding to issues brought up by the County Comptroller in regard to the proposed acquisition and expansion of 170 Washington Street, currently leased by the County. Mr. Traver's response factually challenges, refutes, and successfully dismisses the unfounded and baseless claims contained in the Comptroller's communication. Claims I might add, regrettably he did not address first with the administration.

In the resolution you do make reference to the county Board of Elections warehouse space. As clearly indicated in Legislator Kelsey's draft report to the Legislature on the county BOE and the Chairman's appointment of a legislative committee to review and address concerns at the BOE, the BOE reports to you, the Legislature – not the Executive. I can't understand therefore why, since it would be the two Election Commissioners who are

seeking warehouse space, this would be co-mingled with an issue of office space feasibility for the administration, especially when I am not proposing any such office space expansion.

Therefore since the premise of your resolution has no basis I would respectfully suggest it has no purpose.

We do believe as we have previously stated, the Legislature has an obligation to provide a necessary professional facility and morgue space to comply with the legal mandated duties of the Medical Examiner.

The proposal before legislators has already been assessed based on "feasibility" comparisons and must move forward as submitted for approval by the Legislature since as we have advised you the current facility must be vacated and is out of compliance with health requirements.

Lastly, I caution legislators that this capital project must be approved before it becomes a crisis that then costs taxpayers more than this current opportunity and causes an interruption in the legal, medical and criminal duties of the county Medical Examiner.

I don't believe legislators individually or collectively want to be held accountable for such an occurrence.

If you have any additional questions, as sponsors, please feel free to contact me.

cc: All Legislators
Patricia Hohmann, Clerk of the Legislature
Charles Traver, Commissioner of DPW
Dr. Michael Caldwell, Commissioner of Health
Dr. Kari Reiber, Medical Examiner
Roman Yasjejko, Director of Physical Facilities
Michael Ellison, Assistant to the Chairman

Roll call vote on the foregoing Resolution No. 2010285 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

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

RESOLUTION NO. 2010286

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF
POUGHKEEPSIE
ASSESSED UNDER THE NAME OF ANDERSON JEAN L
GRID: 134689-6160-04-938264-0000

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

WHEREAS, unpaid tax on property in the Town of Poughkeepsie
assessed to Anderson Jean L for the levy year 2007 and described as Grid No. 134689-
6160-04-938264-0000 amounting to \$7,944.64 was placed on a List of Delinquent Taxes
filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of
2008, and

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

WHEREAS, the sum of \$17,564.32 was tendered to the Dutchess County
Commissioner of Finance in payment of all right, title and interest which the County may
have acquired in and to the above property by reason of the above deed, and in payment
of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be
and they are hereby authorized, empowered and directed to make, execute and deliver in
the name of the County of Dutchess and of the Legislature of said County, a quitclaim
deed to Jean L Anderson, 77 Colburn Dr, Poughkeepsie, NY 12603 of any and all interest
which the County of Dutchess may have acquired in and to the said parcel by reason of
the above deed.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-171-10
PB:CM:deb
9/15/2010

Fiscal Impact: None

Date Oct. 25, 2010

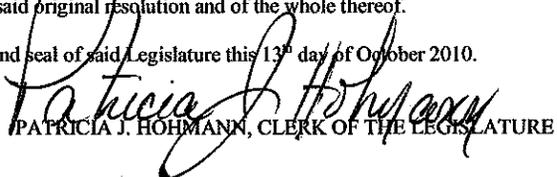
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing
resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day
of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010286 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010287

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF
POUGHKEEPSIE
ASSESSED UNDER THE NAME OF PASCOE GEORGE K (NOW
DECEASED) PASCOE GLENN W
GRID: 134689-6262-04-965437-0000

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

WHEREAS, unpaid tax on property in the Town of Poughkeepsie
assessed to Pascoe George K (now deceased) Pascoe Glenn W for the levy year 2007 and
described as Grid No. 134689-6262-04-965437-0000 amounting to \$8,857.54 was
placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on
November 3, 2008 for the tax lien year of 2008, and

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

WHEREAS, the sum of \$20,378.15 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 Estate of George K Pascoe & Glenn W Pascoe, 2 Lafko Dr, Poughkeepsie, NY
12603 of any and all interest which the County of Dutchess may have acquired in and to
the said parcel by reason of the above deed.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-174-10
PB:CM:deb
9/15/2010

Fiscal Impact: None

Date Oct. 25, 2010

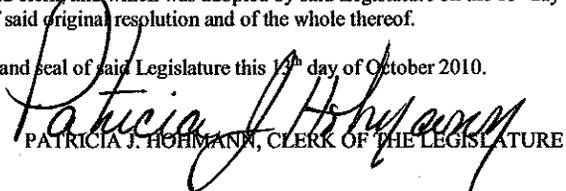
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing
resolution with the original resolution now on file in the office of said clerk and which was adopted by said Legislature on the 13th day
of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

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


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010287 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010288

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK
ASSESSED UNDER THE NAME OF D SOUZA PAUL E
GRID: 133200-6167-03-006073-0000

Legislators SADOWKSI, KUFFNER, and BORCHERT offer the following and move its adoption:

WHEREAS, unpaid tax on property in the Town of Hyde Park assessed to D Souza Paul E for the levy year 2007 and described as Grid No. 133200-6167-03-006073-0000 amounting to \$1,099.99 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of 2008, and

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

WHEREAS, the sum of \$1,339.40 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 Paul E D'Souza, 4301 Rt 9G, Germantown, NY 12526 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-172-10
PB:CM:deb
9/15/2010

Fiscal Impact: None

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date Oct. 25, 2010

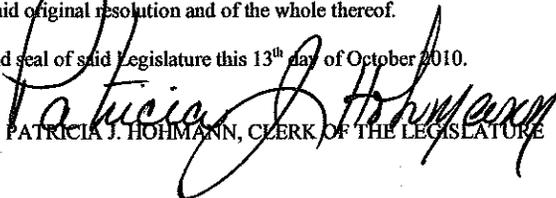
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010288 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010289

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF JA GREEN DEVELOPMENT CORP GRID: 132800-6358-04-749336-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to JA Green Development Corp for the levy year 2007 and described as Grid No. 132800-6358-04-749336-0000 amounting to \$81.33 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of 2008, and

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

WHEREAS, the sum of \$537.61 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 the Town of East Fishkill, 330 Route 376, Hopewell Junction, NY 12533 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-173-10
PB:CM:deb
9/15/2010

Fiscal Impact: None

Date Oct. 25, 2010

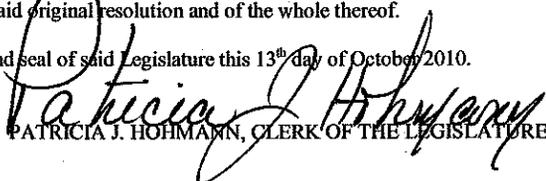
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010289 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010290

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF SCIANNA THOMAS S
GRID: 135601-6158-17-198119-0000

Legislators INCORONATO, GOLDBERG, and BORCHERT offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Wappinger assessed to Scianna Thomas S for the levy year 2007 and described as Grid No. 135601-6158-17-198119-0000 amounting to \$ 923.57 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2008 for the tax lien year of 2008, and

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

WHEREAS, the sum of \$ 2,745.50 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 Thomas S Scianna, 22 Garden St, 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.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-170-10
PB:CM:deb
9/15/2010

Fiscal Impact: None

Date Oct. 25, 2010

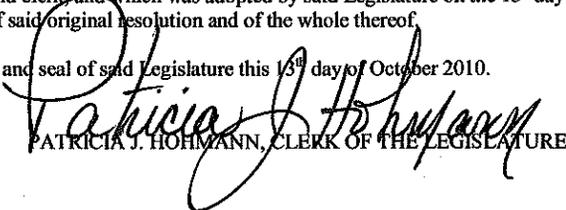
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Roll call vote on the foregoing Resolution No. 2010290 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010291

RE: Requesting the Commissioner of OCIS to Evaluate
THE Cost/Feasibility of County Budget Survey on
County Website for Dutchess Taxpayers

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

WHEREAS, incredible fiscal strains and pressures have been increasing
here in Dutchess County and at the state level, with little relief in
sight any time soon, and

WHEREAS, more and more taxpayers and businesses here in Dutchess County
are also finding it increasingly difficult to shoulder their respective
tax burdens, and

WHEREAS, more and crucial county services and funding for our county's
nonprofit agencies have also recently increasingly come under attack
from budget cuts at the state and county level, and

WHEREAS, online county budget surveys have been successfully and
effectively used across our country in many different counties, towns,
cities, villages, and school districts to allow local residents the
opportunity to weigh in on how they want their tax dollars spent, and

WHEREAS, Dutchess County taxpayers deserve the same opportunity to
participate in democracy here in preparing the 2011 Dutchess County
budget as other taxpayers across the country, and

WHEREAS, the Dutchess County Legislature enjoys no monopoly on wisdom
here locally; there is nothing to lose and everything to gain by
hearing input and innovative suggestions and ideas from Dutchess County
taxpayers and businesses on how to design our county's 2011 tax/budget
structure, and herefore be it

RESOLVED, that the Dutchess County Legislature requests that our
county's Office for Computer Information Services evaluate the cost and
feasibility of an online county budget survey and report back to the
County Legislature as soon as possible, and be it further

RESOLVED, that a copy of this resolution be sent to Dutchess County
Executive William Steinhaus and our county's Office for Computer
Information Services Commissioner Timothy Mahler.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing
resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day
of October, 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October, 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

Supporting documentation:

1. Sauk County On-Line Budget Survey | Sauk County Wisconsin Official ...
2. Sauk County On-Line Budget Survey. Press release date: Wed May 12th, 2010. The mission of Sauk County is: "To provide essential services to the residents of ...
3. www.co.sauk.wi.us/accountingpage/sauk-county-line-budget-survey - Cached
4. Online Budget Survey, Administration, Darien, Illinois (IL)
5. An online budget survey seeking input from DuPage citizens on the upcoming FY2011 County budget is now available by going to the County website at ...
6. www.darien.il.us/Departments/.../OnlineBudgetSurvey.html - Cached
7. Welcome to the Montgomery County Maryland Website
8. icon for survey Web Visitor Survey: give us your feedback | See additional press photos ... county emblem FY11 approved operating budget and capital budget ... County Report graphic Watch "County Report" online video icon ...
9. www.montgomerycountymd.gov/ - Cached - Similar
10. CCSD Online Budget Survey Results Released - KLAS-TV Channel 8 ...
11. Mar 26, 2010 ... KLAS-TV Channel 8 News Las VegasCCSD Online Budget Survey Results Released ... The Clark County School District today revealed results of a ...
12. www.8newsnow.com/global/story.asp?s=12210251
13. [PDF] Ada County Launches Budget Survey - 03-16-09 - ADA COUNTY
14. File Format: PDF/Adobe Acrobat - Quick View
15. Mar 16, 2009 ... ADA COUNTY LAUNCHES ONLINE BUDGET SURVEY. Commissioners seek citizen input on developing the FY2010 Ada County budget ...
16. www.adaweb.net/LinkClick.aspx?fileticket=4v2VaJQJjVc%3D&tabid...
17. Los Angeles Budget Challenge
18. We're sorry, but the NextTEN Budget Challenge Requires Flash Version 8 or higher and Javascript. ... survey. introduction. the challenge. undefined. Loading...
19. labudgetchallenge.lacity.org/ - Cached - Similar
20. [PDF] CCSD budget Survey results - Clark County School District 2010 ...
21. File Format: PDF/Adobe Acrobat - Quick View
22. Mar 25, 2010 ... 2010-2011 Budget Survey. Executive Summary. From March 16-24, 2010, the Clark County School District fielded an online survey of parents, ...
23. ccsd.net/news/attachments/20100326-2089017055.pdf
24. Pinconning Area Schools offers online budget survey | MLive.com
25. Feb 15, 2010 ... Pinconning Area Schools offers online budget survey ... Not all Bay County 7- Eleven store owners on board with EBT policy change ...

26. www.mlive.com/news/.../pinconning_area_schools_offer_1.html - Cached
27. CITIZEN SURVEY NOW ONLINE - County Of DuPage
28. DuPage County residents can now make their voice heard on what issues are most important to them and their families by taking an online budget survey that ...
29. www.dupageco.org/generic.cfm?doc_id=4564 - Cached
30. Final week for Ada budget survey
31. Sep 1, 2010 ... Friday is the last day to take Ada County's online budget survey. This is the second year Ada County has used the interactive online budget ...
32. www.allvoices.com/news/2861861-final-week - Cached
1. Texas Association of Counties: Online Resources
2. County Budget Overview (National Association of Counties) Access ... Salary Survey The 2010 survey of county officials' salaries is now available on-line. ...
3. www.county.org/resources/countydata/financl.asp - Cached - Similar
4. Eau Claire County
5. Online Applications and Services. * 2011 County Budget Survey * Information on Membership to Boards, Commissions and Councils * Eau Claire County GIS Map ...
6. www.co.eau-claire.wi.us/ - Cached - Similar
7. Citizens For A Better Norwood: Hamilton County opens Citizen ...
8. Jul 13, 2010 ... Hamilton County opens Citizen Survey online ... is seeking input from county residents as part of the development of the 2011 budget. ...
9. citizensforabetternorwood.blogspot.com/.../hamilton-county-opens-citizen-survey.html - Cached
10. CITIZEN INVOLVEMENT IN THE COUNTY BUDGET PROCESS IN GEORGIA ...
11. The survey primarily elicited responses regarding citizen involvement in the county budget process. It also sought to measure citizen involvement in the ...
12. www.britannica.com/.../CITIZEN-INVOLVEMENT-IN-THE-COUNTY-BUDGET-PROCESS-IN-GEORGIA - Cached - Similar
13. WASHOE COUNTY BUDGET SURVEY NOW AVAILABLE ONLINE
14. WASHOE COUNTY BUDGET SURVEY NOW AVAILABLE ONLINE. A survey asking Washoe County residents for input on prioritizing potential cuts in balancing the ...
15. www.co.washoe.nv.us/printme2.php?article=2653 - Cached
16. Bay County Online - The Official Bay County Florida Government Website
17. Budget available online The Bay County Commission moved toward finalizing ... Bay County residents and visitors are asked to continue to survey the beaches ...
18. www.co.bay.fl.us/ - Cached - Similar
19. CCSD budget survey seeks public's help - KTNV ABC, Channel 13, Las ...
20. Mar 16, 2010 ... Clark County School District Budget Survey ... They're giving people till next Wednesday March 24th to complete the online survey. ...
21. www.ktnv.com/global/story.asp?s=12152819

22. FY 2011 Budget Community Dialogue - Fairfax County, Virginia
23. Online Services. Contact Fairfax County · Complaints and Concerns ... Dialogue Sessions, and for your interest in the Fairfax County budget. ... Website Survey · Globe with various flags representing Web site language translations ...
24. www.fairfaxcounty.gov/survey/fy11communitydialogue.htm -
Cached
25. [PDF] 03-23-09 Community budget survey launches.pdf - CITY OF PORTLAND ...
26. File Format: PDF/Adobe Acrobat - Quick View
27. Mar 23, 2009 ... Portland/Multnomah County scientific telephone and online survey ... The County recently held several budget forums in the community and ...
28. www.co.multnomah.or.us/.../03-23-09%20Community%20budget%20survey%20launches.pdf

The foregoing Resolution No. 2010291 was defeated in Budget, Finance, and Personnel Committee on October 7, 2010.

RESOLUTION NO. 2010292

RE: AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE WORKFORCE INVESTMENT ACT OF 1998 AND THE TRADE ADJUSTMENT ASSISTANCE ACT

LEGISLATORS HORN and ROLISON offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Trade Adjustment Assistance (TAA) Program to provide the framework for a unique workforce preparation and employment system designed to meet both the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of FY 2008 TAA for the period 10/01/07 through 9/30/10, FY 2010 TAA funding for the period 10/1/09 through 9/30/12, now, therefore, be it

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept funding under the above WIA Programs and amend the following accounts:

APPROPRIATIONS

Increase (Decrease)

FY 2008

CD6292.2008.4813 TAA Participant Funding \$ 3,667

FY 2010

CD6292.2010.4813 TAA Participant Funding 124,584
\$128,251

REVENUES

Increase (Decrease)

FY 2008

CD6292.2008.47910.22 TAA Participant Funding \$ 3,667

FY 2010

CD6292.2010.47910.22 TAA Participant Funding 124,584
\$128,251

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

CA-165-10
RA/ca/G-1263
9/14/10

Date Oct. 25, 2010

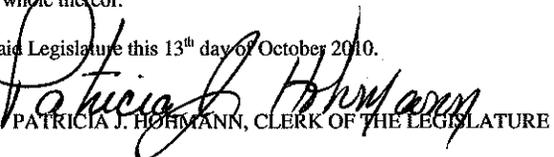
Fiscal Impact: See attached statement
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 128,251

Total Current Year Revenue \$ 128,251
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Richard Altman - Executive Director Dutchess County Workforce Investment Board



New York State Department of Labor
David A. Paterson, Governor
Colleen C. Gardner, Commissioner

August 11, 2010

Mr. William R. Steinhaus
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Steinhaus:

The Local Workforce Investment Board of Dutchess County has submitted requests for funds to support the individual training plans under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Department of Labor (NYSDOL) Technical Advisory (TA) #04-6 dated May 18, 2004.

The NYSDOL Division of Employment and Workforce Solutions has been reviewing the requests for funding submitted and as a result, is issuing a change to the LWIA's Notice of Obligational Authority (NOA) for the attached list of new individual training plan funds approved and any changes to previously approved awarded individual training plan funds.

The attached NOA(s) along with a complete list of approved individual funding requests by petition number supports these changes. As a reminder, the funds awarded to the LWIA under this training program may be expended only for the training costs identified in the approved training plans for the individuals listed and must be reported to NYSDOL by the LWIA on a monthly basis. In the event training does not occur or the final costs are less than requested, the funds remaining unexpended will be deobligated and are not available for the LWIA's use.

Questions concerning the TAA program can be e-mailed to the NYSDOL at WDTDTAA@labor.state.ny.us. Questions concerning the NOA or reporting of the expenditures should be directed to Sharie FitzGibbon via phone at (518) 457-9060 or via e-mail at Sharie.FitzGibbon@labor.state.ny.us.

Sincerely,

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment(s)

cc: Ms. Corinna C. Wu
Ms. Carrie Aubertine - State Rep
Mr. Richard Altman
Mr. Joe Lowenstein

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12240
www.labor.ny.gov



NYS Department of Labor

Trade Adjustment Act Report

NOTICE OF OBLIGATIONAL AUTHORITY

LWIA# 60

GRANTEE: LWIA: Dutchess

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

This NOA authorizes:

Program Year 2008 funding for the period (10/01/07 through 09/30/10).

Program Year 2009 funding for the period (10/01/08 through 09/30/11).

Program Year 2010 funding for the period (10/01/09 through 09/30/12).

<u>TAA GRANT</u>	<u>PRIOR LEVEL</u>	<u>CHANGE THIS NOA</u>	<u>NEW LEVEL</u>
FY08			
Training	\$ 18,988.04	\$ 0.00	\$ 18,988.04
Job Search	\$ 188.46	\$ 0.00	\$ 188.46
FY09			
Training	\$ 748,186.45	\$ 0.00	\$ 748,186.45
Job Search	\$ 438.06	\$ 0.00	\$ 438.06
FY10			
Training	\$ 191,151.95	\$ 13,702.00	\$ 204,853.95
Job Search	\$ 211.00	\$ 0.00	\$ 211.00
Relocation	\$ 7,833.85	\$ 0.00	\$ 7,833.85

Approved By:

Karen A. Coleman

Director

Division of Employment and Workforce Solutions

Dated: 8/11/2010



New York State Department of Labor
David A. Paterson, Governor
Colleen C. Gardner, Commissioner

August 19, 2010

Mr. William R. Steinhaus
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Steinhaus:

The Local Workforce Investment Board of Dutchess County has submitted requests for funds to support the individual training plans under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Department of Labor (NYSDOL) Technical Advisory (TA) #04-6 dated May 18, 2004.

The NYSDOL Division of Employment and Workforce Solutions has been reviewing the requests for funding submitted and as a result, is issuing a change to the LWIA's Notice of Obligational Authority (NOA) for the attached list of new individual training plan funds approved and any changes to previously approved awarded individual training plan funds.

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Sincerely,

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

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Mr. Joe Lowenstein

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NYS Department of Labor

Trade Adjustment Act Report

NOTICE OF OBLIGATIONAL AUTHORITY

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Program Year 2009 funding for the period (10/01/08 through 09/30/11).

Program Year 2010 funding for the period (10/01/09 through 09/30/12).

<u>TAA GRANT</u>	<u>PRIOR LEVEL</u>	<u>CHANGE THIS NOA</u>	<u>NEW LEVEL</u>
FY08			
Training	\$ 18,988.04	\$ 3,666.50	\$ 22,654.54
Job Search	\$ 188.46	\$ 0.00	\$ 188.46
FY09			
Training	\$ 748,186.45	\$ 0.00	\$ 748,186.45
Job Search	\$ 438.06	\$ 0.00	\$ 438.06
FY10			
Training	\$ 204,853.95	\$ 55,689.00	\$ 260,542.95
Job Search	\$ 211.00	\$ 0.00	\$ 211.00
Relocation	\$ 7,833.85	\$ 0.00	\$ 7,833.85

Approved By:

Karen A. Coleman

Director

Division of Employment and Workforce Solutions

Dated: 8/19/2010



New York State Department of Labor
David A. Paterson, Governor
Colleen C. Gardner, Commissioner

August 31, 2010

Mr. William R. Steinhaus
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Steinhaus:

The Local Workforce Investment Board of Dutchess County has submitted requests for funds to support the individual training plans under the Trade Adjustment Assistance Program (TAA) in accordance with New York State Department of Labor (NYSDOL) Technical Advisory (TA) #04-6 dated May 18, 2004.

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Sincerely,

Karen A. Coleman
Director, Division of Employment
and Workforce Solutions

Attachment(s)

cc: Ms. Corinna C. Wu
Ms. Carrie Aubertine - State Rep.
Mr. Richard Altman
Mr. Joe Lowenstein

Phone: (518) 457-0380 Fax: (518) 457-9526
W. Averell Harriman State Office Campus
Building 12, Room 450, Albany, NY 12240
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NYS Department of Labor

Trade Adjustment Act Report

NOTICE OF OBLIGATIONAL AUTHORITY

LWIA# 60

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GRANTOR: The Governor of New York through the
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This NOA authorizes:

Program Year 2008 funding for the period (10/01/07 through 09/30/10).

Program Year 2009 funding for the period (10/01/08 through 09/30/11).

Program Year 2010 funding for the period (10/01/09 through 09/30/12).

<u>TAA GRANT</u>	<u>PRIOR LEVEL</u>	<u>CHANGE THIS NOA</u>	<u>NEW LEVEL</u>
FY08			
Training	\$ 22,654.54	\$ 0.00	\$ 22,654.54
Job Search	\$ 188.46	\$ 0.00	\$ 188.46
FY09			
Training	\$ 748,186.45	\$ 0.00	\$ 748,186.45
Job Search	\$ 438.06	\$ 0.00	\$ 438.06
FY10			
Training	\$ 260,542.95	\$ 55,192.44	\$ 315,735.39
Job Search	\$ 211.00	\$ 0.00	\$ 211.00
Relocation	\$ 7,833.85	\$ 0.00	\$ 7,833.85

Approved By:

Karen A. Coleman

Director

Division of Employment and Workforce Solutions

Dated: 8/31/2010

Roll call vote on the foregoing Resolution No. 2010292 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010293

RE: APPOINTMENTS AND REAPPOINTMENTS TO THE VETERANS AFFAIRS
COMMITTEE

The DUTCHESS COUNTY LEGISLATURE offers the following and moves its adoption:

WHEREAS, by Resolution No. 314 of 1995, the Dutchess County Legislature did create a Veterans Affairs Committee to advise the County Legislature with respect to those matters relating to veteran affairs to consist of eight member veterans from the private sector and four county legislators to be appointed by and serve at the pleasure of the Chairman of the County Legislature subject to confirmation by the County Legislature, and

WHEREAS, by Resolution No. 376 of 2007 the Dutchess County Legislature did reactivate the Veterans Affairs Committee, and amend Resolution No. 314 of 1995 to assign staggered terms of two years to appointments with expiration dates of November 30th, and

WHEREAS, there exists vacancies on the Veterans Affairs Committee, and

WHEREAS, Legislators Weiss and MacAvery each have expressed their desire to be reappointed, and

WHEREAS, Mark C. Purcell, Raymond C. Chase, Jr., Thomas W. Adams, Herb Eschbach, Peter C. Dunn, Alec A. Pandalon, III and John Wirth, Jr., have expressed an interest in being appointed to such vacancies, now, therefore, be it

RESOLVED, that Mark C. Purcell, Raymond C. Chase, Jr., Herb Eschbach, and Alec Pandeleon, III are hereby appointed to the Veterans Affairs Committee for terms ending November 30, 2011, and be it

RESOLVED, that Thomas W. Adams, Peter C. Dunn, and John C. Wirth, Jr., are hereby appointed to the Veterans Affairs Committee for terms ending November 30, 2012, and be it

RESOLVED, that the reappointments and appointments of the following individuals to the Veterans Affairs Committee are hereby confirmed:

REAPPOINTMENTS

TERM EXPIRATION

Robert A. Weiss
1459 Route 82
Hopewell Junction, NY 12533

12/31/11

Alison E. MacAvery
10 Driscoll Road
Fishkill, NY 12524

12/31/11

APPOINTMENTS

TERM EXPIRATION

Mark C. Purcell
292 Snook Road
Fishkill, NY 12524

11/30/11

Raymond C. Chase, Jr.
11 Downey Avenue
Wappingers Falls, NY 12590

11/30/11

Herb Eschbach
208 Leedsville Road
Amenia, NY 12501

11/30/11

Alec A. Pandaleon, III
7 North Shanks Road
Clinton Corners, NY 12514

11/30/11

Thomas W. Adams
21 Sycamore Court
Fishkill, NY 12524

11/30/12

John C. Wirth, Jr.
36 Trinity Place
Rhinebeck, NY 12572

11/30/12

Peter C. Dunn
28 Jeffrey Drive
Pleasant Valley, NY 12569

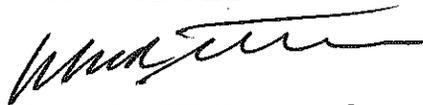
11/30/12

and be it

RESOLVED, that the appointments/reappointments of the Legislative members be concurrent with their term of office and serve at the pleasure of the Chairman, and be it further

RESOLVED, that terms of office for the citizens appointments shall commence immediately.

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date Oct. 25, 2010

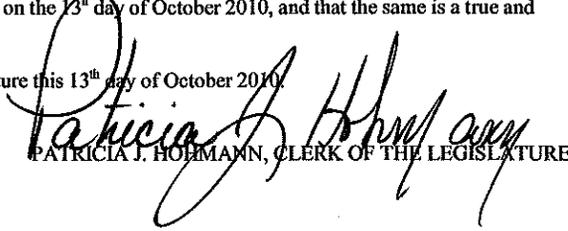
STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.



PATRICIA J. HOLMANN, CLERK OF THE LEGISLATURE

Ellison, Michael

From: Purcell, Mark (LABOR) [Mark.Purcell@labor.ny.gov]
Sent: Tuesday, February 16, 2010 12:15 PM
To: Ellison, Michael
Subject: Mark's Resume.doc2.doc

Resume Mark Purcell

Mark C. Purcell
 292 Snook Road
 Fishkill N.Y. 12524.

Phone.
 1-845-896-5524

Mark C. Purcell

Objective

Placement on the Veterans Affairs Committee.

Experience

06/30/08 – Present.

NY State Disabled Outreach Program Representative. In my current position I assist Veterans with their goal of finding employment. I am stationed at the Montrose, and Castle Point VA Hospitals. I travel to West Point on a weekly bases, and work with the Warriors in transition. My job also requires me to have knowledge of veteran's benefits.

5/6/88–Retired 12/01/2006. Department of Veterans Affairs
 Montrose, NY

Vocational Rehabilitation Specialist

As a Vocational Rehabilitation Specialist I work with the mentally, and physically disabled. I plan and arrange a practical program in vocational testing, evaluation, and rehabilitation leading to possible employment placement for veterans. I serve as liaison with other agencies, and work to overcome the many employment barriers that stop a disabled person from reaching his goal of employment.

3/3/82–5/6/88 Danbury Federal Prison Danbury, CT

Small Engine Repair Instructor.

At Danbury I served as a member of the teaching staff. My position was an integral part of the education program whose goal was to develop, and conduct a vocational training program in engine, and automatic transmission repair. I was assigned as an educational representative to one of the inmate housing units. My responsibilities included the review of inmate educational records, and assisting the inmates in making educational, and vocational decisions. I was also certified to teach in the Connecticut Public Schools.

8/23/80–3/3/82 Otisville Federal Prison Otisville, NY

Correctional Officer.

As a Correctional Officer at Otisville Federal Prison my duties were to maintain the security, and safety on all posts assigned. My primary

responsibility was, supervising work details, counseling inmates on institutional and personal problems, and ensuring the well being of inmates. On occasion Correctional Officers are required to carry firearms.

5/3/78–8/23/80 Department of the Army, Stewart Aviation Support
Facility Stewart Airport Newburgh, NY

Aircraft Repairer.

As an Aircraft Repairer my duties were to perform repair on fixed and rotary wing aircraft by accomplishing required inspections. I would go on test flights and perform operational checks except those requiring control of the aircraft in flight.

10/76–5/3/78 Ansonia Police Department. Ansonia,
CT

Police Officer.

As a Police officer my duties were to direct traffic, investigate burglaries, and protect the public.

Prior to 78, I was a Security Guard, a Mechanical Installer at Sikorsky Helicopter Corporation, and a Utility Helicopter Repair Men in the Army.

Education

National Veterans Training Institute

10/2008. Labor and Employment Specialist University of Colorado at Denver.

01/2009 Case Management University of Colorado at Denver.

04/2009 Basic Veterans Benefits on line, University of Colorado at Denver

Annual 40 hours of mandatory hospital training 1988 to present. Montrose V.A. Hospital.

Subjects covered are Safety, Patient Abuse, Infection Control, Hazardous Materials, Diversity Training, Anger Management, Marketing the Patient for employment, and Self Defense.

1985 – 1987 General Motors Corporation
Many courses, Certified to repair Automatic Transmissions.

9/82–12/82, and 9/83—12/83 Central Connecticut State University
Teaching Certificate to serve in the public schools of Connecticut.

1980-1988 U.S. Department of Justice

B.O.P.

Annual Correctional Training, Supervisors Safety Training, Employee Conduct, Fire Safety, Disturbance Control, and Firearms Training.

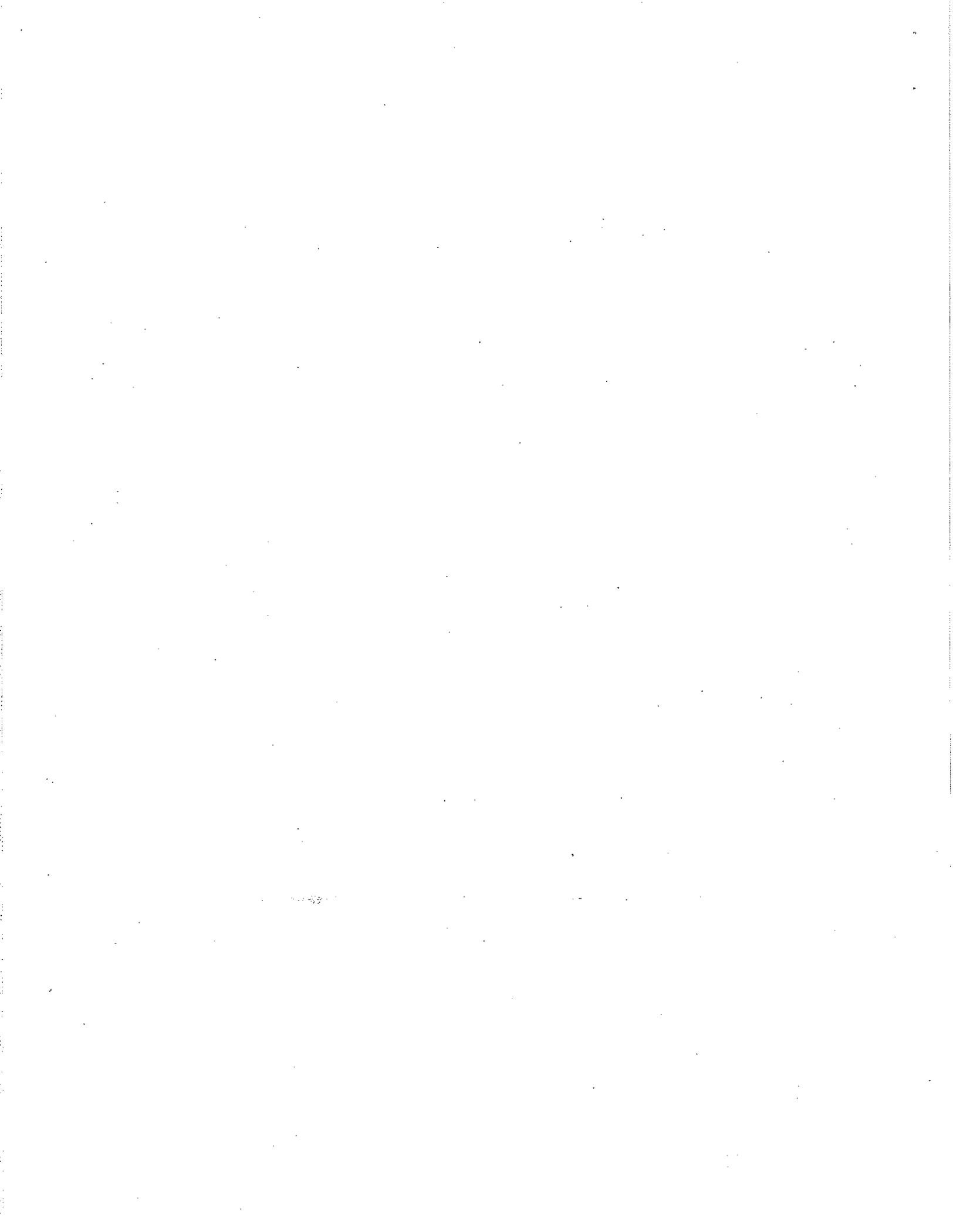
1976 Ansonia Police department training.

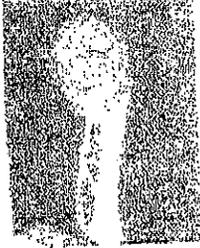
1971-1974 US Army Helicopter repair men training.

Was on hazardous duty pay to test aircraft in flight. Honorable discharge.

Interests

Sing, Dance, Play the guitar, Art, Mechanics, Carpentry, Computer operation, and repair.





OO: MR. MIKE ELLISON

486-2103

8/17/2010

FAX 486-2113

Raymond C. Chase Jr.

11 Downey Avenue
Wappingers Falls, New York 12690
(845) 297-2943

I am a highly dedicated, dependable professional offering exceptional analytical, planning and leadership skills. In addition to the formal justice training, I continue to take classes from local colleges to enhance my awareness of the current reviews, coupled with the proficiency in the use of the computerized information.

CAREER HISTORY

Local Criminal Justice, New York

1977 - Present

Responsibilities include:

- * Vehicle and traffic cases
- * Small claims court up to \$3,000
- * Civil cases - Landlord and Tenant
- * Family offenses/order of protection
- * Criminal cases such as disorderly conduct/assault/harassment
- * Jury trials
- * Marriages
- * Notary Public services

Adult Retarded Citizen of Dutchess County

1998 - 2008

- * Direct Care

International Business Machines Corp, New York

1964 - 1991

- * Quality Inspector
- * Future Product Planning
- * Quality Assurance Administration

USA Air Force

1959-1963

- * Honorable Discharge

Grand Union

1956-1959

- * Stock/Cashier

EDUCATION

St. Mary's Grade School of Wappingers Falls (1-8)

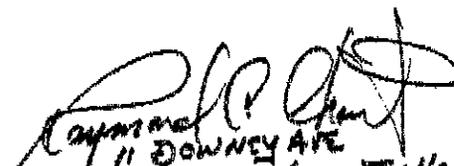
Wappingers Central School	High School Diploma	1959
Dutchess Community College	AAS Degree-Business	1968
Dutchess Community College	AAS Degree-Criminal Justice	1992
Dutchess Community College	Certificate - Paralegal	2007
Marist College	Justice & the Media	*
Albany Law School	Justice Training	*
Marist College	Justice Training	*
St Lawrence University	Justice Training	*
Pace College	Justice Training	*

*Note: Justice training is ongoing with State mandated testing twice a year.

COMMUNITY SERVICE:

- > Dutchess County Magistrate Association - current
Past President)
- > Member of NYS Magistrates Association - current
- > Members of WTG #1 and SWJ #2 firehouse - Life Time member
- > Member of the Knights of Columbus - in good standing
- > Member of the BPO Elks 2609 - in good standing
- > Member of the New Hamburg Yacht Club - Life Time member
- > Member of the American Legion Post 427 (WF) - current
(Currently Commander)

845-297-2943


11 DOWNY AVE
WAPPINGERS FALLS N.Y. 12590

Herb Eschbach
208 Leedsville Road
Amenia, New York 12501

Resume

Position applying for:
Dutchess County Legislature Veterans Affairs Committee

Education:

- Webutuck Central School
Amenia, New York
(Regents diploma)

- Dutchess Community College (1962-65) Major: Engineering, Biology
- Old Dominion University (1967-68) Major: Biology

Military Service:

- US Naval Reserve (1965-71)
Active duty: (1967-69)
- Highest rank: Petty Officer 2nd Class (E-5)
- Primary duties:
(1967-68) Hospital Corpsman, Naval Hospital, Portsmouth, Virginia
(1968-69) Combat Medic, US Marine Corps, Viet Nam

Professional Career:

- NYS Dept. of Environmental Conservation (1965-1999), (Military Leave of Absence, 1967-69); Poughkeepsie, New York and New Paltz, New York

- Primary responsibilities:

1)-Senior Fish and Wildlife Technician:
Freshwater fisheries biological studies and research.
Conservation Law Enforcement.

2)-Director: Stony Kill Environmental Education Center, Fishkill, New York
Administration, budget preparation and management, personnel management,
facilities management.

Community Service

- Town of Amenia, Town Council, 4yrs.
- Cornell Cooperative Extension, Dutchess County, Board of Directors
- Hudson Valley Veterans Outreach Center, Board of Directors
- Viet Nam Veterans of America, Hudson Valley Chapter, Secretary

Organization affiliation:

- Disabled American Veterans (Life Member)
- Veterans of Foreign Wars (Life Member)
- Marine Corps League
- 1st Marine Division Association (Life Member)

Alec A. Pandaleon, III
 7 North Shanks Road
 Clinton Corners, New York 12514
 845-266-9800
AAP3RD@HOTMAIL.COM

Experience: Putnam Insurance Brokerage 7/93-Present
 Millbrook, New York President

Insurance & Risk Management. Concentrating on agribusiness with a focus on the equine community. Solicited private horse owners, breeding farms and boarding and instruction facilities. Products included equine mortality, farm package, farm auto, care-custody-control liability, general liability, worker's compensation, and professional liability. Ancillary activity in personal lines, employee benefits, and fee-for-service consulting.

Arthur J. Gallagher & Co. 3/90-3/93
 Valhalla, New York Account Exec.

Commercial Insurance. Produced new business and managed assigned accounts which averaged \$250,00 in premium. Worked in developing submissions for underwriters, negotiating quotations of coverage and designing effective programs of insurance. Experience in multiline self-insured retentions, high deductible programs, and single-parent captives. Client base included manufacturers, municipalities, and educational institutions. Familiar with placing business in standard, excess and surplus lines markets. Also, RRG's and Lloyd's of London.

Capital Risk Concepts, Ltd. 10/87-3/90
 White Plains, New York Account Exec.

Commercial Insurance. Entry level position where basics of insurance were learned from cold calling to qualifying the prospect. Developed expertise in ocean cargo and aviation risks.

Education: Hampden-Sydney College June 1979
 Hampden-Sydney, Virginia B.A. Cand.

Military: United States Marine Corps 4/84-7/98
 2d & 4th Marine Divisions Gunnery Sergeant

Community Activities

Vice-Commander, Dutchess County American Legion
Adjutant, Parker-Haight American Legion Post #260, Millbrook, N.Y.
Post Service Officer, Parker-Haight American Legion Post #260, Millbrook, N.Y.
Past Post Quartermaster, Herman W. Siegel Jewish War Veterans Post #625, Poughkeepsie, N.Y.
Member, Marine Corps League Detachment #861, Beacon, N.Y.

Executive Committee, Dutchess County Conservative Party
Agricultural Advisory Committee, Congresswoman Gillibrand
Veterans Advisory Committee, Congresswoman Gillibrand
Treasurer, Citizens for Public Responsibility, P.A.C.
Readers' Advisory Board, Poughkeepsie Journal
Precinct Captain, Gillibrand for Congress
Poll Watcher, Various Campaigns
Advance Team, Ford-Dole Presidential Campaign

Member, Housatonic Fly Fisherman's Association
Member, Professional Horseman's Association
Member, Dutchess County Farm Bureau
Member, Empire State Passengers Association
Member Virginia Sheriff's Institute
Life Member, American Numismatic Association
Life Member, Society of Paper Money Collectors
Member, Virginia Numismatic Association
Emergency Medical Technician, Millbrook Rescue Squad
Volunteer fireman, Various Departments, 1978-1998
Board Member, Dutchess County Mental Hygiene Board
Volunteer, Jewish Guild for the Blind
Volunteer, Big Brothers of America

THOMAS W. ADAMS
21 Sycamore Ct.
Fishkill, NY 12524

February 18, 2010

Robert Rolison
Chairman of the Dutchess County Legislature
22 Market Street
Poughkeepsie, NY 12601-3235

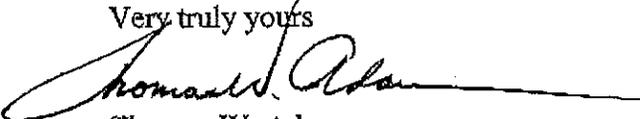
Dear Mr. Rolison,

I saw an article in the Poughkeepsie Journal yesterday noting that the Dutchess County Legislature is seeking individuals to serve on various legislative boards. As a lifelong resident of Dutchess County, I would be very interested in serving on one or more of the boards listed in the article.

The specific boards that I would be interested in serving on are: The Airport Advisory Committee, The Criminal Judicial Council and The Veterans Affairs Committee.

I feel my educational and professional background would lend to these committees. I look forward to participating in an integral part of Dutchess County government.

Very truly yours



Thomas W. Adams

Home (845) 896-0038
Work (845) 291-2114
Cell (845) 474-7627

Thomas W. Adams
21 Sycamore Ct.
Fishkill, NY 12524
(845) 896-0038 Residence
(845) 291-3111 Business
tadams7096@aol.com

Objective: To serve on Dutchess County Legislative Boards

Employment:

1983 to present **Chief Clerk IV, New York State Supreme & County Courts**
Orange County, Goshen, New York for over 25 years.

Manage and supervise a large state court facility with Supreme Court, County Court, Drug Court, IDV Court and Sex Offender Court, Supervise and evaluate 33 non-judicial employees and 30 Uniformed Court Officers. Formulate and administer an annual budget in excess of 4 million dollars. Staff and operate up to ten Parts of Court, Conduct training for non-judicial personnel in my court and throughout the Ninth Judicial District.

1981 - 1983 **Administrator of The Village of New Paltz**
New Paltz, New York

Village Administrator, Village Clerk and Treasurer, as Village Administrator I Supervised 25 Village employees to include: the Clerk's Office, Tax Collector, Water Department, Building Inspector, Code Enforcement, Traffic Violations, and the Public Works Department. Responsible for formulating and administering a budget in excess of one million dollars annually.

1980 - 1981 **Deputy Superintendent of Highways for the Town of Newington**
Newington, Connecticut

Second in command in the overall operations of the Town of Newington Highway Department. Duties included: Supervision of a staff of 40 Highway Department employees comprised of road crews, mechanical crews and clerical office staff. Formulation of the department budget, in excess of 10 million dollars annually. Supervised road and sewer construction and reconstruction, drainage projects, sidewalk construction, snow removal, etc.

1971 - 1980

Administrative Assistant, City of Poughkeepsie
Poughkeepsie, New York

Responsible for the operation of the administrative offices at the Public Works Department which included, road construction and repair, sidewalk construction, Sanitation Department, code enforcement, budget preparation and purchasing.

Education:

B.A. History, Marist College 1979
A.A. Liberal Arts, Dutchess Community College 1972

Military:

1969 to 2005

Major - Retired - Over 35 Years of Service
United States Army Reserve

1983 to 2005

Assigned to The Selective Service System as an Area Office Manager, responsible for managing, recruiting and training Selective Service Board Members in Dutchess, Columbia, Ulster, Orange, Westchester and Putnam Counties.

1982 to 1983

Company Commander of the 320th Evacuation Hospital, Stewart Army Sub-Post

1969 to 1982

SSG/Ward Master Supervisor with the 815th Station Hospital and 320th Evacuation Hospital, Stewart Army Sub-Post

Miscellaneous:

President of the Board of Directors, Round Hill Home Owner's Association June 2006 to January 2009

Oversaw the Board of Directors covering all aspects of the operation of the Round Hill Community, Chaired meetings and handled all legal matters for Round Hill.

President of the Clover Hill Home Owner's Association for five years

Volunteer:

American Heart Association Campaign 2005 & 2010
Muscular Dystrophy Campaign 2000
United Way Campaign 1988, was in their campaign film

Clubs and Associations:

Life Member of the Reserve Officers Association
Member of the West Point Officer's Club
Member of the American Legion

Member of the Marist College Alumni Association
Member of the Dutchess Community College Alumni Association
Member of the Dutchess County Republican Committee
Member of the Town of Fishkill Republican Committee
Member of the Town of Fishkill Planning Board
Former member of the Mid-Hudson Corvette Club
Member of the Mid Atlantic Association for Court Managers
Member of the National Association of Court Managers
Member of the New York State Court Clerks Association
Past President of the Round Hill Board of Directors
Member of the Round Hill Home Owner's Association
Associate Member of the National Geographic Society
Honorary Member of the Orange County Bar Association
Member of the Dutchess County Chapter AARP

John C. Wirth, Jr. graduated from the College of the Holy Cross and Fordham University School of Law following which he was admitted to the New York State Bar.

He was commissioned a Second Lieutenant in the United States Marine Corps upon completion of the Platoon Leaders Class in Quantico, Virginia. Following his admission to the Bar, he completed the Marine Corps Basic School, Marine Corps Schools, Quantico, Virginia and the Naval Justice School at Newport, Rhode Island. He served as a Judge Advocate until his release from active duty as a Captain.

After service in the Marine Corps, Mr. Wirth practiced law for more than 35 years. He was admitted to practice in all New York State courts as well as federal and military courts. He practiced in the fields of corporate, municipal, estate and trust law, as well as litigation and appellate practice. He taught political science and business law at the collegiate level and probate, trusts and estates in the Paralegal Program of Mercy College.

He lectured in his areas of expertise at law schools, the Practicing Law Institute and a variety of other venues including bar associations, professional and civic groups including the American Bar Association. He is the author of articles for professional publications.

He served as an associate counsel at the New York State Constitutional Convention, assistant counsel in the New York State Senate, village attorney, deputy town attorney and was the Manager of Government Affairs for a Fortune 100 company.

He held a number of positions in the Second Administration of President Nixon following his work as Special Assistant with the Committee for the Re-election of the President where he was responsible for the national ethnic campaign.

Mr. Wirth is active in community affairs and has been involved with Rotary International for more than three decades as a member and Past President of several Rotary clubs. He is presently a member of the Rotary Club of Rhinebeck and the American Legion Montgomery Post 429.

Mr. Wirth is married and resides with his wife in the Village of Rhinebeck. They have four sons and four grandchildren.

PETER C. DUNN
28 Jeffrey Drive
Pleasant Valley, NY 12569
845 452-5610
Email: peterdunn@freedomplains.com

WORK EXPERIENCE.

Boston Scientific – SCIMED.

2002 – Present. *CT-MA-NY.* Coronary Sales Representative.

- Launched TAXUS & PROMUS drug coated stents, as well as 25 other new products
- Grew territory from \$6 million to \$14 million+ in annual sales.
- Led the entire Northeast in capital equipment sales for 2008 with 13 installed IVUS systems.
- Top-Third sales performer 2003-2009.
- **President's Club Winner 2007.**

COR Therapeutics.

2001 – 2002. *Connecticut.* Hospital Sales Representative for two acute coronary drugs administered through i.v. *Note: company sold to Millennium Pharma in 2002.*

Pfizer Pharmaceuticals.

1996 – 2001. *Boston, MA.* Territory & Hospital Sales Representative.

Launched Viagra, Lipitor, Aricept, & Dofetilide and sold several other high visibility products (Norvasc, Zoloft, Zyrtec, Glucotrol XL). Was also on the leadership management track that consisted of interviewing, hiring, training & developing several newly hired sales representatives.

US Army.

1989 – 1993. Lieutenant, Field Artillery.

1993 – 1995. Captain, Field Artillery.

Honorable Discharge, November 1995.

EDUCATION.

United States Military Academy. *West Point, NY.*

Bachelor of Science, 1989.

Military Schools Graduated / Awards: Ranger, Airborne, Air Assault, Jungle Operations Expert, Recruiters Badge. Meritorious Service Medal, Army Commendation Medal, Army Achievement Medal, National Defense Service Medal.

Of Note:

- Held a Top Secret Security Clearance while Active Duty Military.
- Conversant in Spanish.
- Sponsor a race car that competes in a weekly series

Discussion on the foregoing Resolution No. 2010293 resulted as follows:

Legislator Kuffner moved to amend the foregoing resolution as follows:

Amend title to read **Appointments and Reappointments.**

Add a 4th WHEREAS:

WHEREAS, Legislators Weiss' and Mac Avery's terms will be expiring on November 30, 2010, and each have expressed their desire to be reappointed, and

and add the following after the last RESOLVED

REAPPOINTMENTS EXPIRATION	TERM
Robert A. Weiss 1459 Route 82 Hopewell Junction, NY 12533	12/31/12
Alison E. MacAvery 10 Driscoll Road Fishkill, NY 12524	12/31/12

duly seconded by Legislator Tyner.

Legislator Cooper moved to amend the foregoing resolution to state that the Legislative terms will run concurrent with the legislative term of office duly seconded by Legislator Kelsey.

Legislator Kelsey moved to amend the foregoing resolution to add that Legislators serve at the pleasure of the Chairman.

Legislator Goldberg requested that the Legislators who amended this resolution withdraw their amendments so that the changes to the resolution could be made in one inclusive amendment.

Legislator Cooper, Kelsey and Kuffner moved to withdraw their amendments duly seconded by Legislator Goldberg and unanimously carried.

Legislator Goldberg amended the foregoing resolution as follows:

Amend title to read **Appointments and Reappointments.**

Add a 4th WHEREAS:

WHEREAS, Legislators Weiss' and Mac Avery's terms will be expiring on November 30, 2010, and each have expressed their desire to be reappointed, and

and add the following after the last RESOLVED

**REAPPOINTMENTS
EXPIRATION**

TERM

**Robert A. Weiss
1459 Route 82
Hopewell Junction, NY 12533**

12/31/11

**Alison E. MacAvery
10 Driscoll Road
Fishkill, NY 12524**

12/31/11

She further added that

Legislator Kelsey moved to amend the foregoing resolution to add a last Resolved to state that the term of office for the citizens' appointments shall commence immediately duly seconded by Legislator Kuffner and unanimously carried.

Roll call vote on the foregoing Resolution No. 2010293 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010294

RE: Requesting Cablevision and Time Warner Cable videotape and broadcast the County Legislature's committee and full board meetings at no cost to the taxpayers of Dutchess County

Legislators TYNER, MAC AVERY offer the following and move its adoption:

WHEREAS, it's important that Dutchess County taxpayers be able to easily find out what is happening in our county government, and

WHEREAS, Dutchess County residents lead busy lives with their families, jobs, and educational commitments and may not always be able to attend County Legislature meetings, and

WHEREAS, though Dutchess County Legislature meetings are webcast, many Dutchess County taxpayers still have no access to the internet at their home or are still on dial-up connections and so not able to access webcasts of meetings through high-speed connections, and

WHEREAS, many Dutchess County taxpayers still watch television, a much easier way for many local families to view meetings of the Dutchess County Legislature, and therefore be it

RESOLVED, that the Dutchess County Legislature requests that Cablevision and Time Warner Cable videotape and broadcast the County Legislature's committee and full board meetings at no cost to the taxpayers of Dutchess County, and be it further

RESOLVED, that a copy of this resolution be sent to Cablevision and Time Warner Cable.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010294 was tabled in Government Services and Administration Committee on October 7, 2010.

The foregoing Resolution No. 2010295 was pulled by the Chairman.

FAMILY, HUMAN SERVICES

RESOLUTION NO. 2010296

RE: APPOINTMENT TO THE DUTCHESS COUNTY BOARD OF HEALTH

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

WHEREAS, there exists a vacancy on the Board of Health; and

WHEREAS, Robert Irving Miller, Jr. has expressed an interest in being appointed to such vacancy, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby appoint Robert Irving Miller, Jr. said terms commencing immediately, and expiring as set forth below, as a member of the Dutchess County Board of Health.

Appointment

Term Expires

Robert Irving Miller, Jr.
16 Patti Place
Hopewell Junction, NY 12533
(Member-at-Large)

12/31/15

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date Oct. 25, 2010

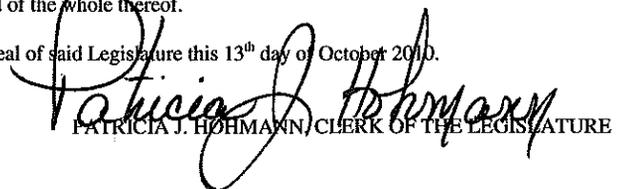
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.



PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY
LEGISLATURE

2010 JUN 22 A 11: **Robert Irving Miller, Jr.**
16 Patti Place
Hopewell Junction, New York 12533

Home Telephone: 845 226-6548
Office: 845 454-5909

June 19, 2010

Patricia Hohmann, Clerk of the Legislature
Dutchess County Legislature
22 Market Street
Poughkeepsie, New York 12601

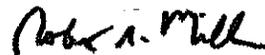
Dear Ms. Hohmann:

A notice in the Poughkeepsie Journal a few weeks ago indicated that the county legislature is looking for volunteers to serve on various committees, including the Board of Health.

I am a registered nurse and attorney, as well as a former hospital and nursing home administrator. I will gladly volunteer to work as a member of the county Board of Health, if there is a need in that regard.

A copy of my resume is enclosed. Please do not hesitate to contact me if I can be of assistance. I understand that the board meets monthly, except during July.

Sincerely,



Robert Irving Miller, Jr

cc: Marge Horton
Dale Borchert

Robert Irving Miller, R.N.**Attorney at Law****Admitted in New York, Connecticut and Federal Courts**

Office: 327 Mill Street, P.O. Box 4609, Poughkeepsie, New York 12602
Phone (845) 454-5909 Fax: (845)454-5971

Education:

- 5/93 Pace University School of Law White Plains, NY**
Juris Doctor
Editor-in-Chief, Pace Law Review (1992-93)
- 8/85 SUNY Binghamton Binghamton, NY**
Master of Science, Management Science
Concentration: Human Resources Administration
- 8/83 SUNY College of Technology Utica, NY**
Bachelor of Professional Studies, Health Services Management
Magna cum laude.
- 6/77 Orange County Community College Middletown, NY**
Associate in Applied Science, Nursing

Professional Experience:

- 8/1/00 - Present Sholes & Miller, LLP, Attorneys and Counselors at Law - Partner**
Medical malpractice defense; health law, administrative law, business law, litigation. and general legal services.
- 3/1/00 - 7/31/00 Law Office of Robert Irving Miller**
Health law, trials, administrative law, litigation, appeals and general legal services:
- 8/93 - 2/29/00 The Law Offices of James A. Steinberg - Partner (1/1/99 to 2/29/00) Poughkeepsie, NY**
The practice included: trials, health law, civil litigation, medical malpractice defense, administrative law, labor law, commercial and personal real estate transactions, and contracts. The firm represented hospital, health care providers, other businesses and individuals throughout New York.
- 5/92 - 7/93 Phelps Memorial Hospital North Tarrytown, NY**
Staff Nurse, ICU/CCU (part time) (while attending law school).
- 1/86 - 5/92 Vassar Brothers Hospital Poughkeepsie, NY**
Nurse Manager (1/88 to 5/92), Emergency Department, Outpatient Clinics and Employee Health Service (while attending law school).
- Supervised 45+ nurses, technicians and clerical staff.
 - 24-hour responsibility for all management functions in an emergency department seeing more than 43,000 patient visits per year.
 - Managed outpatient clinics in eight medical, surgical and dental specialties, with 6,000 annual patient visits.
 - Directed an employee health office providing pre-employment and annual health assessments, counseling and related services for about 1,100 employees and volunteers.
 - Accountability for a \$1.65 million annual budget.
- Chief Operating Officer (1/86 to 1/88), Butterfield Memorial Hospital, Cold Spring, NY (Employed by Vassar Brothers Hospital under a management contract.)*
- Administrator of a 36-bed acute care hospital.
 - Implemented numerous improvements in facilities, systems and employee benefits.
 - Led community campaign to delay hospital closure by the State Department of Health.
- 9/83 - 1/86 Little Falls Hospital Little Falls, NY**
Assistant Administrator
- As the number two executive at this 150 bed hospital, supervised the operations of several clinical and ancillary departments.
 - Participated in all administrative activities involving medical staff and board of trustees.

Robert Irving Miller - Page 2

- Handled all risk management, insurance, quality assurance and utilization review matters.
- Completely reorganized and directed upgrades and renovation of several operating areas, including design and construction of new same day surgery program.

- 6/83 - 9/83 **Rome/Murphy Memorial Hospital** **Rome, NY**
Administrative Resident
- Four-month full-time administrative internship, under the direct supervision of the CEO.
- 8/80 - 1/83 **United States Lines, Inc.** **Cranford, NJ**
Purser and Ship's Nurse
- Served as purser and also sole medical resource for injuries and illnesses aboard freighters traveling to various U.S. and international ports.
 - Prepared payrolls and managed ship's bank, paying crew in cash and checks.
 - Handled all shipboard cargo manifest, customs paperwork, personnel records and official logs.
 - Managed small "ship's hospital," treating crew, ordering equipment, medications and other supplies.
- 1979 - 1980 **Westchester County Medical Center** **Valhalla, NY**
Nursing Practitioner, Critical Care
- 1977 - 1979 **St. Luke's Hospital** **Newburgh, NY**
Staff Nurse and Head Nurse (1978-1979), Emergency Room
(Included supervising a staff of 35 RNs and other staff for one year.)
- 1974 - 1978 **Horton Memorial Hospital** **Middletown, NY**
Orderly, Ambulance Driver and Staff Nurse (ER and medical/surgical units)

Teaching Experience:

- 3/03 to 12/03 **Marist College - Adjunct Professor** Taught civil litigation courses in paralegal program
- 9/96 to 12/01 **The New School University**
Instructor - Graduate Faculty, Health Services Administration; law and community health courses.
- 9/00 & 4/01 **Mid-Hudson Family Practice Residency Program**
Visiting Professor, Seminars for physicians on health law topics
- 9/87 to 5/89 **Dutchess Community College** **Poughkeepsie, NY**
Adjunct Lecturer
Concurrently with other positions listed, taught courses in administrative office management, business organization and development, and human resources management.
- 1/89 to 5/89 **Marist College** **Poughkeepsie, NY**
Adjunct Instructor
Taught course in personnel administration.

Licenses and Certifications:

- Attorney and Counselor at Law - New York and Connecticut
- Registered Professional Nurse - New York State and U.S. Merchant Marine
- Formerly: Licensed Nursing Home Administrator - New York State
- Formerly: Basic and Advanced Life Support Certification; Certified Emergency Nurse; NY and CT Basic EMT and NY Advanced EMT

Current Community and Professional Associations:

- REHAB Programs, Inc. (now Abilities First, Inc.) President and Chairman, Board of Directors (2005 to 2008)
- New York State and Dutchess County Bar Associations
- Board Member - Greater Southern Dutchess Chamber of Commerce (2004 to 2007; 2009); Chair By-Laws Comm.
- Member - Poughkeepsie Area/Dutchess Regional Chamber of Commerce
- Formerly: Board Member - Rebuilding Together with Christmas in April - Dutchess County
- Formerly: Member, East Fishkill Rotary Club

Roll call vote on the foregoing Resolution No. 2010296 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

RESOLUTION NO. 2010297

RE: AUTHORIZING LICENSE AGREEMENT WITH METROPOLITAN TRANSIT AUTHORITY (MTA) TO CONSTRUCT AND MAINTAIN A PARKING LOT AND ACCESS ROAD ON METRO-NORTH PROPERTY NEAR THE HOPEWELL JUNCTION TRAIL HEAD OF THE DUTCHESS RAIL TRAIL

Legislators Horton, Miccio, Thomes, Weiss, and MacAvery offer the following and move its adoption:

WHEREAS, the Commissioner of Public Works has advised that Metropolitan Transportation Authority (MTA), by and on behalf of the Metro-North Commuter Railroad Corporation (Metro-North), desires to cooperate with Dutchess County in its effort to encourage, promote and engage in recreational and cultural activities, projects and programs for the benefit of the general public, and

WHEREAS, Dutchess County wishes to enter into a License Agreement with MTA to construct a parking lot and access road on Metro-North property in the Town of East Fishkill, and

WHEREAS, this License Agreement will permit the County to construct a parking lot and access road to the Dutchess Rail Trail at the Hopewell Junction trail head, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the License Agreement between Dutchess County and Metropolitan Transportation Authority (MTA), by and on behalf of the Metro-North Commuter Railroad Corporation (Metro-North), now therefore, be it

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

CA-178-10
CAB/ca/G-1391-D
10/06/10
Fiscal Impact: See attached statement
STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

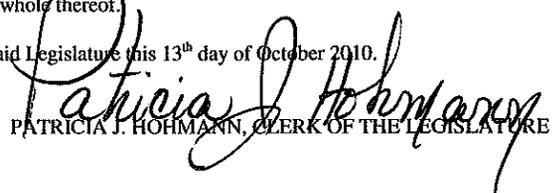
APPROVED


WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

October 15, 2010

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

LICENSE AGREEMENT

LICENSOR:

METROPOLITAN TRANSPORTATION AUTHORITY

METRO-NORTH RAILROAD COMPANY

AND

LICENSEE:

THE COUNTY OF DUTCHESS

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL FORMALLY APPROVED BY THE BOARD OF THE METROPOLITAN TRANSPORTATION AUTHORITY AND EXECUTED ON ITS BEHALF BY ITS DULY AUTHORIZED REPRESENTATIVE.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2010, between the **METROPOLITAN TRANSPORTATION AUTHORITY** ("Licensor"), a public benefit corporation of the State of New York with its principal office located at 347 Madison Avenue, New York, New York 10017, acting for itself and by and on behalf of the **METRO-NORTH COMMUTER RAILROAD CORPORATION** ("Metro-North"), a public benefit corporation of the State of New York with its principal office located at 347 Madison Avenue, New York, New York 10017, and **DUTCHESS COUNTY** ("Licensee") with its principal office located at 22 Market Street, Poughkeepsie, New York 12601.

WHEREAS, MTA has designated Licensor, a wholly-owned subsidiary of MTA, to act as its agent with respect to this Agreement and has authorized Licensor to execute this Agreement and to take all other actions required or permitted of MTA under the Agreement on behalf of MTA; and

WHEREAS, Metro-North shall have all rights and protections afforded Licensor under this Agreement and any actions of Metro-North with respect to this Agreement or the Licensed Location shall be deemed to be and shall have the same effect as actions of Licensor; and

WHEREAS, Licensor, acting under the powers vested in it through the Public Authorities Law, Article 5, Title 11, has determined that it is in Metro-North's and its interest, and in the public interest, to grant the License and privilege hereinafter described, upon and subject to the following covenants, terms and conditions;

NOW, THEREFORE, Licensor, on behalf of METRO-NORTH, and Licensee covenant and agree as follows:

ARTICLE 1

CREATION OF LICENSE

1.1 Grant.

(a) Licensor grants to Licensee the license and privilege to use approximately 1.8 acres of the premises as described in Section 1.3 at the area more or

less located easterly of Route 376 and being part of the Maybrook-Beacon Railroad Right-of-Way, in the County of Dutchess, New York, (the "Licensed Location"), which Licensed Location is as indicated by the shaded area on Exhibit A, a copy of which is attached to and made a part of this Agreement.

(b) Licensee hereby acknowledges and agrees that this license is not a Lease and does not create any landlord-tenant relationship between the parties and does not, and shall not be deemed to grant Licensee any interest in real property rights or any rights of a tenant.

(c) Licensor reserves unto itself the right to operate its trains and to install, construct, maintain, repair and renew, as may be required by Licensor at Licensor's sole discretion, any railroad facilities that may now exist or may be hereafter required by Licensor within the Licensed Location, including, but not limited to, overhead and underground viaduct and support structures, poles, pipes and wires.

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

(e) Licensor reserves unto itself, its employees, agents, licensees, contractors, successors and assigns, any other person Licensor deems necessary or convenient, the rights to enter and cross the Licensed Location at all times and for any purpose.

(f) The grant of this license to Licensee shall be subject to: (i) all easements, covenants and restrictions of record affecting the Licensed Location, if any, to the extent that same are in force and effect; and (ii) the use and occupation of the driveway, access and other facilities in common with others entitled thereto, all as may be designated from time to time by Licensor.

1.2 Term.

(a) The term of this agreement (the "Term") shall be ten (10) years commencing on October 30, 2010 (the "Commencement Date") and shall continue unless sooner terminated pursuant to the terms of this Agreement or pursuant to law.

(b) (i) Subject to the provisions of Section 1.2(b)(ii) below, Licensee shall have the option (the "Option") to extend the term of this Agreement for one (1) ten year period (the "Extension Term")

beyond the original Expiration Date upon all of the terms, covenants and conditions contained in this Agreement. Licensee shall exercise the Option by delivering written notice to Licensor of its election to do so not less than six (6) months, or more than nine (9) months, prior to the Expiration Date.

(ii) Notwithstanding anything to the contrary contained herein, each of the following shall be a condition precedent to the exercise of the Option, and to the effectiveness of any notice to be given by Licensee as described herein: (A) this Agreement shall be in full force and effect, and (B) no default and no event that, but for the passage of time, would constitute a default under this Agreement shall have occurred or be continuing at any time during the term of this Agreement.

1.3 Use. Licensee shall use the Licensed Location solely and exclusively for the purpose of parking and access to the adjacent Dutchess County Rail Trail and the Hopewell Depot Station Building, and for no other use whatsoever. Licensee shall not use and shall not allow, permit or suffer the Licensed Location, or any part thereof, to be used by any other person for any other purpose.

1.4 Licensor's Rights. Licensee hereby acknowledges that Licensor's primary obligation is to operate the railroad facilities under Licensor's jurisdiction (the "Railroad"). The rights or privileges hereby granted shall be exercised by Licensee subject at all times to the prior and paramount right of Licensor, in its absolute discretion, to operate the Railroad according to the requirements and exigencies of the public interest and the business of Licensor. Licensor may exercise the following rights in the event such action is deemed necessary or desirable by Licensor, in its sole discretion, for the safe and efficient operation of the Railroad:

(a) Notwithstanding any other provision hereof to the contrary, this License is terminable at will by Licensor, in its sole and absolute discretion, upon at least (60) days prior written notice. The Licensor, its employees and agent, shall not be liable for damages to Licensee in the event that this License is terminated by Licensor as provided for herein.

(b) If the size, location or operation of Licensee's use of the Licensed Location interferes with the safety, comfort or convenience of the customers or employees of Licensor or its affiliated agencies, or with the maintenance of the structure or operation of the Railroad or shall be forbidden by law, Licensor may require Licensee to change, relocate or remove the same at Licensee's own cost and expense, and Licensee shall promptly comply with such requirements. The foregoing shall apply notwithstanding the prior approval by Licensor of the site or construction of the structure

required to be moved.

(c) The exercise of the rights of Licensor contained in subsections 1.4(a) and (b) shall impose no liability whatsoever on Licensor including but not limited to any liability by reason of inconvenience or injury to Licensee's business.

ARTICLE 2

COMPENSATION

2.1 Compensation.

(a) Licensee shall pay to Licensor the amount of ONE THOUSAND DOLLARS (\$1,000.00) (the "Compensation") as consideration for the License and privilege granted herein by licensor.

2.2 Intentionally Deleted.

2.3 Holdover.

(a) Licensee may not remain in possession of the Licensed Location after the Expiration Date. The parties hereto recognize and agree that the damage to Licensor resulting from any failure by Licensee to surrender timely possession of the Licensed Location upon expiration or earlier termination of the Term will be substantial, will exceed the amount of Compensation payable hereunder and will not be possible to measure accurately. Licensee therefore agrees that, if possession of the Licensed Location is not surrendered promptly to Licensor on the Expiration Date or any earlier date of termination of this License, Licensee shall pay to Licensor as liquidated damages, and not as a penalty, for each month or portion thereof during which Licensee holds over without Licensor's consent a sum equal to ONE THOUSAND (\$1,000.00) DOLLARS per day.

(b) Notwithstanding the foregoing paragraph 2.3(a), in the event Licensee remains in possession of the Licensed Location and obtains Licensor's prior written consent thereto, Licensee may remain in possession of the Licensed Location after the end of the Term on a month-to-month basis on all terms and conditions contained herein. Either party may terminate the month-to-month tenancy described in this Section by delivering at least thirty (30) days prior written notice to the other party to this License.

(c) Failure to Vacate. In the event that Licensee fails to vacate the Licensed Location on or before the Expiration Date or the sooner termination of this License, Licenser shall be permitted to enter the Licensed Location and remove Licensee. Licensee agrees not to seek specific performance or any injunction to prohibit such removal or to require Licenser not to effect such removal. Licensee acknowledges that in the event of an allegedly wrongful removal prior to the Expiration Date, Licensee's sole remedy shall be to seek compensatory damages in the Supreme Court of the State of New York.

(d) Indemnification. In addition to paying the amounts specified in Section 2.3(a), Licensee agrees that it shall indemnify and save Licenser harmless against all costs, claims, loss or liability resulting from delay by Licensee in so surrendering the Licensed Location, including, without limitation, any claims made by a succeeding licensee founded on such delays.

ARTICLE 3

INSTALLATION WORK

3.1 Existing Condition. Licensee has examined the Licensed Location and takes it in its existing condition without any representations by Licenser.

3.2 Installation Work. Licensee, at Licensee's sole cost and expense, shall construct parking areas and access roads (the "Installation Work") to the Licensed Location for the purpose of the Permitted Use.

3.3 Licensee's Agreement to Perform Installation Work. Licensee shall perform, or cause to be performed, all Installation Work in accordance with the provisions of this Agreement, including, without limitation, Article 4 below.

3.4 Licenser's Reliance. Licensee acknowledges that Licenser has entered into this Agreement based upon, among other things, Licensee's agreement to perform and complete the Installation Work in the manner and by the times set forth in this Agreement.

ARTICLE 4

ALTERATIONS

4.1 Approval of Alterations. Licensee shall make no alteration, modification, addition or improvement in or to the Licensed Location (herein called "Alterations"; Alterations shall include all Installation Work), without the prior written consent of Licenser and Metro-North, and then only by contractors and in such manner and with

such materials as may be approved by Licensor. All requests for Licensor's consent shall be in writing and shall be made in accordance with the procedures set forth in this Section, and all designs and plans and specifications submitted in connection therewith shall comply with the requirements set forth in Exhibit B hereto.

(a) Licensee shall submit to Licensor detailed plans and specifications (the "Plans") for construction of the proposed Alterations, which Plans shall be stamped by a registered architect or professional engineer and shall specify, at a minimum, the quality and type of materials to be used. In the case of Installation Work, Licensee shall submit Plans no later than forty five (45) days after Licensor delivers to Licensee a fully-executed copy of this License.

(b) The Licensee shall submit a safety plan for the work being done on the location. The applicable Safety Department will approve this plan before work can be started. The Safety Plan must address the safety requirements of the Licensor and Metro-North, all applicable laws, rules, regulations, status, ordinances and provisions of Federal, state, city and local laws. A schedule of work shall also be available to the Safety Department.

(c) Licensor shall provide Licensee with comments regarding approval or disapproval. If Licensor has comments on Licensee's Plans that require changes to the Plans, Licensee shall revise the Plans in accordance with Licensor's comments and shall re-submit the Plans to Licensor within ten (10) days after Licensor's delivery of Licensor's comments.

(d) If Licensor approves Licensee's Plans, Licensor shall deliver written notification to Licensee of such approval. Such approval shall not constitute authorization to commence work. Within ten (10) days after Licensee's receipt of Licensor's approval of the Plans, Licensee shall provide to Licensor:

(i) a certificate or certificates of insurance evidencing worker's compensation insurance covering Licensee's contractors and builder's risk insurance in compliance with Section 16.1(d) and 16.1(b) respectively;

(ii) copies of executed contracts with all contractors;

(iii) a work schedule; and

(iv) an original Railroad Protective Policy naming Licensor and Metro-North as insureds.

Licensor shall review same and, if approved, shall deliver to Licensee written notification of Licensor's authorization to commence work. Licensee shall commence

work upon Licensee's receipt of Licensor's authorization to commence work and shall complete the Alterations within 365 days after receipt of such Authorization.

(e) Licensee shall inform Licensor periodically of the progress of the Alterations and, in particular, shall notify Licensor when the work is substantially complete. Licensor shall have the right, but not the obligation, to inspect the work during performance of construction and upon completion. If Licensor asks for corrective action to be taken by Licensee in the performance of the construction, or for the work to be halted, Licensee shall comply immediately.

(f) All Plans shall be prepared by a licensed professional architect or engineer (each, a "Design Professional"). Every submission to Licensor by Licensee shall consist of five (5) copies. Upon submission to Licensor, all Plans shall become the property of Licensor, which may use the Plans for any purpose it sees fit.

(g) Alterations shall be performed in a good and workmanlike manner in accordance with the Plans as approved by Licensor.

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

4.3 Performance of Alterations. The performance of Alterations shall not (a) interfere with, delay or impose any additional expense upon Licensor in the maintenance, repair or operation of Licensor's property or (b) interfere with or endanger Licensor's customers or employees. Licensee shall not erect scaffolding or perform Alterations in any way so as to interfere with the operations of Licensor or to obstruct the entrance to any of Licensor's adjacent spaces, passageways or overhead viaduct or support columns. To the extent Licensee is required to obtain permits and certificates from environmental regulatory agencies, including but not limited to, the New York State Department of Environmental Conservation and US Army Corps of Engineers, Licensee must provide copies of same to Licensor, as well as subsequent modifications and renewals of such permit(s) or certificate(s). If any such permit or certificate is revoked, Licensee's rights pursuant to the Agreement shall be suspended unless and until such permit or certificate is reinstated.

4.4 Licensor's Inspection of Alterations. The performance of Alterations shall be subject to Licensor's supervision, inspection and approval, but Licensor's supervision, inspection and approval (including, without limitation, Licensor's approval of Licensee's Plans or contractors) shall not relieve Licensee from any liability on

account of accidents occurring by reason of, or in connection with, such Alterations or from any of its indemnity obligations set forth herein or in any separate agreements. This provision shall not in any way create any obligation on Licensor to supervise Alterations or to conduct inspections.

4.5 Force Account. In the event that Licensor deems it necessary for Licensor to do any work in connection with any Alterations performed by Licensee or Licensee's contractors, or if Licensor, at the request of Licensee, shall do any work in connection with supplying utilities to Licensee, Licensee shall reimburse Licensor in advance, as Additional Compensation, for the actual cost of the work done (the "Actual Cost"), as estimated by Licensor, on or before the fifteenth (15th) day after a bill therefor is rendered. Such reimbursement shall be subject to adjustment after completion of Licensor's work. "Actual Cost" shall include, but not be limited to, Equipment Cost and all Direct Labor Costs and Direct Material Costs, plus such percentages thereof as represent Licensor's overhead rates charged to private individuals and companies at the time the work is performed. "Direct Labor Cost" shall mean the gross pay, including overtime and reimbursable employee expenses, if any, paid to Licensor's employees with regard to the work described above. "Direct Material Cost" shall mean the replacement cost of any material taken from inventory or the total purchase and delivery price, including taxes, of any item purchased by Licensor for the work described above. "Equipment Cost" shall mean the fair rental value of any equipment owned by Licensor and used in conjunction with such work or the invoice cost of any equipment rented by Licensor for use in such work. Licensor's list of equipment rental rates in effect at the time the work is done shall be prima facie the fair rental value of Licensor owned equipment.

4.6 Licensor's Approval of Completed Alterations. Licensor will, with all reasonable promptness, inspect the Alterations after receiving written notice from Licensee that Licensee considers the Alterations to be completed. Alterations shall not be considered completed for purposes of this Agreement until:

(a) Licensor has inspected the Licensed Location and has determined to its satisfaction that the Alterations have been completed in accordance with the approved Plans;

(b) Licensee has furnished Licensor with written waivers of lien executed by all contractors who supplied material for or performed any part of the Alterations, unless Licensor shall waive such requirement in writing;

(c) Licensor has notified Licensee in writing that conditions (a), and (b) if required, have been satisfied.

Upon receiving Licensor's notice, Licensee shall promptly commence operation of its

business at the Licensed Location.

4.7 As-Built Drawings. Upon request, Licensee shall deliver one copy of all original designs, contract, detail and shop drawings, together with one copy of "as-built" plans and specifications used by Licensee to Licensor and such documents shall become the property of Licensor.

4.8 Title to Improvements. Title to all walls, enclosures, structures, water and electrical lines, air-conditioning equipment (other than portable air-conditioning units) and fixtures that cannot be removed without damaging the Licensed Location, shall vest and remain in Licensor immediately upon installation. Licensee shall have the right to use the same during the term of this Agreement.

4.9 Additional Compensation for Failure to Perform on Time. If the Licensee fails to complete the Installation Work to the Licensor's satisfaction, within three (3) months subsequent to the end of the Installation Period, the Licensor may deem the Licensee in default and shall proceed against the Licensee in accordance with Article 13 of this agreement. The Licensor, in the event of such default, may retain all of the Licensee's security as liquidated damages.

ARTICLE 5

UTILITIES

5.1 Installation and Maintenance. Licensor shall have no obligation to furnish any utility services (including, without limitation, heat, water, electric, light or power) to the Licensed Location. Licensee shall obtain any necessary electrical power from the public utility company servicing the area and shall bear all expense in connection therewith. Licensee shall insure that all utility services can be separately metered and, if any utility service has not been separately metered previously, Licensee shall install, at Licensee's sole cost and expense, separate meters as required by Licensor. Licensee, at its own expense and in a manner satisfactory to Licensor, shall install and maintain all necessary electric wiring, fixtures and ventilation equipment and all necessary cable or wiring connections outside of the Licensed Location, and all pipes, ducts, cables or wires from such connections to the Licensed Location, necessary to supply electricity or ventilation. Title to all such equipment, pipes, cables, ducts and wires shall vest and remain in Licensor immediately upon installation, subject to Licensee's right to use the same during the term of this Agreement. Licensee's use of electricity at the Licensed Location shall not at any time exceed the capacity of any of the electrical conductors, machinery and equipment serving the Licensed Location.

5.2 Intentionally Deleted.

5.3 Failure of Utilities. Licensor shall not be liable in any way to Licensee for any failure or defect in the supply or character of any utility furnished to the Licensed Location or for any loss that Licensee may suffer (including, without limitation, loss of merchandise) resulting from such failure or defect.

ARTICLE 6

TAXES AND IMPOSITIONS

6.1 Licensee shall pay directly to the appropriate taxing authority, as and when due and payable:

(a) any and all federal, state and municipal taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, whether or not the same shall have been within the express contemplation of the parties hereto, together with interest and penalties thereon, which are, at any time, imposed or levied against (i) the Licensed Location and/or the improvements thereon, (ii) any Compensation payable hereunder, or (iii) this Agreement or which arise in respect of the operation, occupancy or use of the Licensed Location;

(b) any gross receipts, commercial rent or similar taxes imposed or levied upon, assessed against, or measured by the Compensation payable by Licensee; and

(c) all sales and use taxes which may be levied or assessed against or payable by Licensor or Licensee on account of the use of the Licensed Location.

ARTICLE 7

EMPLOYMENT LAW

7.1 Compliance with Labor Provisions. Licensee and any person or entity furnishing labor in connection with the license and privilege hereby granted shall comply with all provisions and requirements of applicable statutes, laws, ordinances and governmental rules and regulations governing employment including, without limitation, the New York State Labor Law, the New York State Workers' Compensation Law, the New York State Unemployment Insurance Law, the New York State Labor Relations Act or the National Labor Relations Act, whichever may be applicable, the Fair Labor Standards Act, the New York State Human Rights Law and the Civil Rights Act of 1964, as amended.

ARTICLE 8

ENCUMBRANCES

8.1 No Encumbrances. Licensee shall not permit this Agreement, the license and privilege granted hereunder, the Licensed Location, any improvements to the Licensed Location or any property of Licensor or Metro-North to be encumbered by any mortgage, lien or other security interest of any nature whatsoever.

8.2 Satisfaction and Discharge. In the event that any lien is filed against the Licensed Location, any improvements to the Licensed Location or any property of Licensor or Metro-North on account of labor or material furnished or alleged to have been furnished for or in connection with Alterations or Installation Work which Licensee is required or permitted to perform hereunder, Licensee shall cause such lien to be satisfied or bonded and discharged of record within fifteen (15) days after the filing thereof. Nothing herein shall be construed to constitute the consent, express or implied, of Licensor to the performance of any labor or furnishing of any materials by Licensee's contractors for any alteration or repair of the Licensed Location, or as giving Licensee the authority to contract for the rendering of labor or furnishing of services or materials that would give rise to the filing of any mechanic's liens against Licensor's or Metro-North's interest in the Licensed Location.

ARTICLE 9

REPAIRS; DAMAGE OR THEFT

9.1 Maintenance of Licensed Location. Throughout the term of this Agreement, Licensee, at its expense, shall take good care of the Licensed Location, the fixtures, appurtenances and property therein and the sidewalk, if any, fronting, or space otherwise immediately adjacent to, the Licensed Location. Licensee shall be responsible for all repairs (including, without limitation, replacements), interior and exterior, structural and nonstructural, ordinary and extraordinary, in and to the Licensed Location and the sidewalk, if any, fronting, or space otherwise immediately adjacent to, the Licensed Location, and shall promptly make all such repairs at its sole cost and expense; provided, however, that Licensor, at its option, may make, at Licensee's sole cost and expense, (a) any repairs to the Licensed Location that may affect the structure or mechanical, electrical, sanitary, heating, ventilating or air-conditioning systems of Licensor's property and (b) any repairs to Licensor's property (excluding the Licensed Location) which are necessitated by the performance of Alterations, Licensee's use of the Licensed Location or the act, omission, misuse or neglect of Licensee or any of its employees, agents, contractors or invitees. In the event that Licensor performs any such repairs, Licensee shall reimburse Licensor as Additional Compensation upon demand for the Actual Cost of such repairs. All repairs (including, without limitation,

replacements) shall be made in a good and workerlike manner and shall be of a quality at least equal to the original work or installations.

9.2 Emergencies. In the event of emergency, Licensor and its agents, servants and employees shall have the absolute right to force entry into the Licensed Location and to make emergency repairs to facilities which may form part of Licensee's installation and Licensor shall not be liable for any damage to the Licensed Location or to property located therein. In such event, Licensee shall reimburse Licensor as Additional Compensation upon demand for the Actual Cost of such repairs.

9.3 Risk of Loss. Licensee assumes all risk of loss or damage to the fixtures, equipment, currency and property of every nature and description, brought, placed or kept by Licensee at the Licensed Location or on the premises of the Railroad, whether such loss or damage is due to fire, burglary, theft, vandalism, riot, or any other cause. In no event shall Licensor be liable to Licensee on account of damage to or loss of any such property.

ARTICLE 10

INTENTIONALLY DELETED

ARTICLE 11

OPERATION OF LICENSEE'S PARKING LOT

11.1 Condition of Licensed Location: Licensee shall keep the Licensed Location, the space immediately surrounding it and the sidewalk, if any, fronting it, in a clean, safe, neat, dry and attractive condition, in a proper state of repair and free and clear of refuse, and any obstructions to the free and safe use thereof. Licensee shall take every reasonable precaution to prevent nuisances, disorders and breaches of the peace. Licensee shall comply with all of the rules and regulations promulgated by Licensor for the policing, safety and sanitary control of the Licensed Location and the space immediately surrounding it.

11.2 No Dangerous or Offensive Conditions. Licensee shall exercise the license and privilege herein granted in such a manner as not to cause any condition dangerous or offensive to Licensor's customers or employees. Licensee shall promptly comply with any order of Licensor aimed at the correction of any dangerous or offensive condition, whether said condition be the obstruction of access by the gathering of persons, the accumulation of litter traceable to sales made by Licensee, the emission of loud or offensive noise or music, or of offensive odors, or any other condition which may be a source of danger or discomfort to Licensor's customers or employees.

Licensor shall be sole judge as to the existence of a dangerous or offensive condition and such condition must be removed by Licensee immediately upon notice from Licensor of a violation.

11.3 Hazardous Substances.

(a) Licensee shall not cause or permit any Hazardous Substance (as hereinafter defined) to be used, stored, generated, or disposed of on or in the Licensed Location by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensor's written consent, which may be withheld at Licensor's sole and absolute discretion. If Hazardous Substances are used, stored, generated, or disposed of on or in the Licensed Location, or if the Licensed Location become contaminated in any manner for which Licensee is legally liable, Licensee shall indemnify, defend (with counsel approved by Licensor), and hold harmless Licensor and Metro-North from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Licensed Location, the Station or the building(s) of which the Licensed Location is a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims and for attorneys', consultant, and expert fees) arising during or after the term of this Agreement and arising as a result of such contamination by Licensee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration required or requested by a federal, state or local agency or political subdivision or by any organized labor group, including, without limitation, any such costs associated with the contamination of adjacent property or ground water as a result of Licensee's activities at the Licensed Location. In addition, if Licensee causes or permits the presence of any Hazardous Substance on the Licensed Location and this results in contamination, Licensee shall promptly, at its sole expense, take any and all necessary actions to return the Licensed Location to the condition existing before the presence of any such Hazardous Substances on the Licensed Location, provided, however, that Licensee shall first obtain Licensor's approval for any such remedial action.

(b) As used herein, "Hazardous Substance" means (i) any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of New York, or the United States government, (ii) any "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "hazardous substance," "acutely hazardous substance or waste," "toxic substance," "hazardous material," "acutely hazardous material," "pollutant" or "contaminant," as defined in state, federal or local governmental law or (iii) any substance whose presence could be detrimental to the Licensed Location or hazardous to health or the environment, including but not limited to radioactive materials, including radon, natural gas, natural gas liquids (all of the foregoing gas called "Natural Gas Products"), liquefied natural gas, synthetic gas or mixtures of Natural Gas Products and synthetic gas, lead, asbestos containing materials, polychlorinated biphenyls ("PCBs"), and

petroleum products.

11.4 No Damage or Defacement. Licensee covenants and agrees that its representatives and employees will not deface or damage any property of Licensor. Licensee shall keep and maintain the Licensed Location free from defacement and graffiti at all times.

11.5 Waste Removal. Licensee covenants and agrees that its representatives and employees shall not deposit or scatter any rubbish, waste or litter in or about any property of Licensor. The Licensee shall, at its own expense, be solely responsible for the removal of any rubbish, trash, or litter from the Licensed Location and Licensor's property.

11.6 No Vending Machines. No automatic vending machines, video, electronic or coin-operated game of any kind shall be used, installed or maintained within the Licensed Location.

11.7 Pay Phones. No public pay phones of any kind shall be used, installed or maintained within the Licensed Location.

11.8 Conduct. Licensee and its employees working at the Licensed Location shall conduct themselves in an orderly manner, shall comply with Licensor's rule of conduct, and shall not annoy or be offensive to Licensor. At the request of Licensor, Licensee shall cease to employ at the Licensed Location any employee who shall offend or annoy Licensor.

11.9 Combustible Materials. Licensee shall not use, keep or store, or permit to be used, kept or stored, gasoline, fuel or other combustible materials in any form upon the Licensed Location, except as may be in the tanks of automotive equipment.

11.10 Advertising and Signs. Licensee shall sell no advertising in or upon the Licensed Location. Licensee shall remove forthwith any sign or display which Licensor deems to be offensive, indecent or unsuitable or not otherwise in compliance with the terms and conditions of this Agreement, Licensor's determination to be final and binding.

11.11 Compliance. Licensee, at its sole cost and expense, shall comply promptly with all applicable requirements of any laws, rules, ordinances, regulations and orders of any and all local, state or federal governmental authorities having jurisdiction including, without limitation, laws, rules, ordinances, regulations and orders with respect to the business to be carried on in the Licensed Location, the maintenance of the Licensed Location or any equipment used in connection therein, the quality of merchandise sold therein, or safety, sanitation or proper business practices.

ARTICLE 12

INTENTIONALLY DELETED

ARTICLE 13

DEFAULT CLAUSE

13.1 Defaults Each of the following events shall be deemed a default by Licensee, and a material breach of this Agreement:

(a) Intentionally Deleted.

(b) A default in the performance of any other term, provision, covenant or condition of this Agreement on the part of Licensee to be performed, which shall continue for a period of twenty-four hours after Licensor's delivery to Licensee of notice of such default; or, if such default cannot with due diligence be cured within such period, if Licensee, within such period does not commence and thereafter diligently and continuously prosecute to completion all steps necessary to cure the default.

(c) (i) An assignment by Licensee for the benefit of its creditors; or

(ii) Appointment of a receiver, trustee or liquidator for Licensee or of the property of Licensee by order or judgment of any court of competent jurisdiction, which order or judgment is not appealed from or, if appealed, the appeal is untimely or not diligently prosecuted, or the order or judgment is affirmed in its entirety or in material respect; or

(iii) Commencement or institution by Licensee of any case, proceeding or other action seeking relief on its behalf as debtor, or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

(iv) Commencement or institution of any case, proceeding or other action against Licensee seeking to have an order for relief entered against it as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or

any substantial part of its property; or

(v) Commencement of a case, proceeding or other action against Licensee seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief.

(d) Licensee's failure to promptly pay when due any Federal, state or local tax which relates to the conduct of its business under this Agreement and which shall continue for a period of at least five days after Licensor's delivery to Licensee of notice of such default; provided, however, that if Licensee, in good faith, contests the tax, the due date of the contested portion shall be extended insofar as Licensee complies with the provisions of law, if any, which permit such extension and sets up a reserve in the amount of taxes it is contesting.

(e) A default under any contract, agreement, License, permit, license or other transaction with Metro-North, Licensor or any of their affiliates or subsidiaries, which remains uncured after the expiration of any notice and cure period provided for in such contract, agreement, License, permit, license or other transaction. However, if such default is a default in the payment of an amount due and if Licensee disputes the amount claimed to be due, such default shall be deemed cured for any period during which Licensee furnishes a written statement to Licensor explaining why payment has been withheld, sets up an escrow account with a neutral third party in the amounts it is contesting and diligently and continuously proceeds with the resolution of such dispute.

(f) The arrest and conviction of Licensee or any of its officers or employees upon the charge of the commission, within the Licensed Location, of a crime, offense, or other violation of any law, statute or ordinance.

(g) Any attempt on the part of Licensee or its agents, servants or employees to defraud Licensor of any money due it under this Agreement by making false reports, failing to keep accurate books or otherwise.

(h) A failure to obtain or maintain any of the types and amounts of insurance required by this Agreement.

(j) Failure of Licensee to comply with New York State Finance Law Sections 139-j and 139-k by submitting an intentionally false or incomplete Certification Regarding Disclosure of Prior Non-Responsibility Determination; the MTA may, as a result of this failure, exercise its right under that statute to terminate this agreement.

13.2 Licensor's Right to Cure Licensee's Defaults.

(a) If Licensee shall default in the performance of any of Licensee's obligations under this Agreement, Licensor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Licensee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the period provided in Section 13.1 for the cure of such defaults.

(b) Bills for any expenses incurred by Licensor in connection with any such performance by it for the account of Licensee, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable counsel fees and disbursements, involved in collecting or endeavoring to collect Compensation or any part thereof or enforcing or endeavoring to enforce any rights against Licensee or Licensee's obligations under this Agreement or pursuant to law, including any such costs, expenses and disbursements involved in instituting and prosecuting summary proceedings or in recovering possession of the Licensed Location after default by Licensee or upon the expiration or sooner termination of this Agreement, and interest on all sums payable to Licensor under this Section and/or Section 13.2(a) at the Prime Rate plus four hundred basis points, shall be due and payable upon demand as Additional Compensation.

13.3 Termination. If Licensee shall default, Licensor may, at the time of such default or at any time thereafter, serve a written notice on Licensee terminating this Agreement upon a specified date not less than ten (10) days after the date of serving such notice, and this Agreement shall then expire on the date so specified as if that date had been originally fixed as the Expiration Date, but Licensee shall remain liable for damages as provided in Section 13.4(b) hereof. No default shall be deemed waived unless the waiver is in writing and signed by Licensor, except that a default in the payment of Compensation shall be deemed waived if it is cured by payment in full, plus interest as provided in Section 2.2(d) to the date of payment, before notice of termination is served on Licensee.

13.4 Licensor's Rights.

(a) If this Agreement shall be terminated as hereinbefore provided or otherwise, Licensor may immediately, or at any time thereafter, remove all persons and property therefrom, without liability in damages or otherwise therefor. No such action by Licensor shall be deemed an acceptance of the surrender of this Agreement or of the license and privilege granted hereunder.

(b) If this Agreement shall be terminated by reason of Licensee's default hereunder, Licensor shall be entitled to liquidated damages in an amount equal to the Compensation which would have been payable by Licensee in accordance with this Agreement for the balance of the term of this Agreement if the Agreement had not

been terminated, payable upon the due dates therefor specified herein; provided, however, that if Licensor shall relicense the Licensed Location, Licensor shall credit Licensee with the net compensation received by Licensor from such relicensing. Such net compensation shall be determined by first deducting from the gross compensation as and when received by Licensor all expenses incurred by Licensor in terminating this Agreement and re-entering and securing possession of the Licensed Location, selling and otherwise disposing of Licensee's property, removing and/or storing Licensee's property, as well as expenses of relicensing (including, without limitation, advertising the Licensed Location, altering and preparing the Licensed Location for a new licensee, legal fees and expenses and all other expenses properly chargeable against the Licensed Location and the compensation therefrom), it being understood that any such relicensing may be for a period shorter or longer than the remaining term of this Agreement; but in no event shall Licensee be entitled to receive any excess of such net compensation over the Compensation payable hereunder, nor shall Licensee be entitled in any suit for the collection of damages pursuant to this Article to a credit in respect of any net compensation from relicensing, except to the extent that such net compensation is actually received by Licensor.

(c) If the Licensed Location or any part thereof be relet by Licensor for the unexpired portion of the term of this Agreement, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of compensation reserved upon such relicensing shall, prima facie, be fair and reasonable compensation for the use of the Licensed Location or part thereof, so relicensed during the term of the relicensing. Licensor shall not be liable in any way whatsoever for its failure or refusal to relicense the Licensed Location or any part thereof, or if the Licensed Location or any part thereof are relicensed, for its failure to collect the compensation under such reletting, and no such refusal or failure to relicense or failure to collect compensation shall relicense or affect Licensee's liability for damages or otherwise under this Agreement. In no event shall Licensor be required to pay Licensee any sums received by Licensor which exceed the amounts which would otherwise have been payable hereunder by Licensee.

13.5 Additional Rights. The rights of Licensor provided for herein shall be in addition to and not in lieu of any other rights or remedies of Licensor provided for in this Agreement or available to Licensor at law or in equity.

13.6 Waiver of Trial by Jury. Licensee hereby waives trial by jury in any action, proceeding or counterclaim brought against Licensee on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Licensor and Licensee or Licensee's use or occupancy of the Licensed Location, including, without limitation, any claim of injury or damage, and any emergency and other statutory remedy with respect thereto.

13.7 Waiver of Counterclaims. Licensee shall not interpose any counterclaim of any kind in any action or proceeding commenced by Licensor to recover possession of the Licensed Location.

13.8 No Waiver Due to Failure to Enforce. The failure of Licensor to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Licensor of Compensation with knowledge of breach by Licensee of any obligation of this Agreement shall not be deemed a waiver of such breach.

ARTICLE 14

Intentionally Deleted

ARTICLE 15

INDEMNIFICATION, NO LIABILITY

15.1 Licensee's Obligation to Indemnify.

To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the Metropolitan Transportation Authority and its affiliates and subsidiaries, **Metro-North Commuter Railroad Company, Connecticut Department of Transportation, State of New York and the Housatonic Railroad.**(hereinafter referred to as "Indemnified Parties" or "Indemnitees") from and against, any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including without limitation, reasonable attorney's fees, disbursements, and other charges (whether incurred in connection with any action or proceeding between Licensee and any Indemnitee(s), or in connection with any action or proceeding between a third party and any Indemnitee(s), or otherwise), that may be imposed upon or incurred by or asserted against any of the Indemnitees by reason of (i) this License,(ii)construction, repair, replacement, restoration or improvement work done by or on behalf of Licensee; (iii) the use, possession or operation of the Licensed Location by Licensee or any of its principals, agents, employees, contractors, licensees or invitees (in the case of each of the foregoing, however characterized) (each a "Licensee Party" and collectively the "Licensee Parties"), (iv) any act or omission by Licensee or any Licensee Party,(v) any accident, injury (including death) or damage to any person

or party occurring in, on, or about the Licensed Location or Building or any party thereof or any property adjacent thereto or (vi) any default of Event of Default hereunder.

15.2 No Liability on Licensor's Part.

Neither Licensor, nor any of the Indemnitees shall be liable for (a) any damage to property of Licensee or of others entrusted to Licensee or its employees or for the loss of or damage to any property of Licensee by theft; (b) any injury or damage to persons or property resulting from the condition of the Licensed Location or any accident or casualty occurring in, on or about the Licensed Location or by any other cause whatsoever; (c) any latent defect in, on or about the Licensed Location; (d) notwithstanding whether the injury or damage is caused by any act or failure to act of any Indemnitee, any injury or damage for which Licensee would have been reimbursed under policies of insurance required by the terms of this License to be maintained by Licensee had Licensee not failed to procure or maintain such policies of insurance with at least the limits herein specified; or (e) injury to or interruption of Licensee's business by reason of any of the foregoing events.

15.3 Survival.

The provisions of this Article 15 shall survive the expiration or sooner termination of this License.

ARTICLE 16

INSURANCE

16.1 Insurance Requirements.

The Licensee shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Agreement, policies of insurance written in accordance with the requirements set forth in the paragraphs below:

(a) **Commercial General Liability Insurance** (I.S.O. Form approved by the MTA) in the Licensee's name with limits of liability in the amount of \$2,000,000.00 for each occurrence on a combined single limit basis for injuries to persons (including death) and damage to property. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

Such policies shall include:

- Contractual coverage for liability assumed by the Licensee;

- Products-Completed Operations Coverage;
- Independent Contractor's Coverage;
- Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect; and
- Additional Insured Endorsement (I.S.O. Form approved by the MTA) naming the following entities and their subsidiaries and affiliates as follows:

Metro-North Railroad, the MTA and its affiliates & subsidiaries, Connecticut Department of Transportation, National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation, CSX Transportation Inc. & New York Central Lines LLC, and Delaware & Hudson Railway Company, Inc.

(b) **Business Automobile Liability Insurance Policy** (I.S.O. Form approved by MNRR) in the Contractor's name with limits of liability in the amount of \$2,000,000 each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

(c) **Workers' Compensation Insurance** (including Employer's Liability Insurance with limits of not less than \$2,000,000) meeting the statutory limits of New York State.

(d) **Construction Insurance.** Prior to and during the performance of any Licensee's Initial Improvements, or any other Licensee's Work, or any subsequent construction work, Licensee shall adhere or cause its contractor to adhere to the insurance provisions in GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY Section C Uniform Insurance Standards, Construction Work appended hereto as Exhibit B. (Current version to be provided by MNRR I & C Department at time of Entry Permit application)

16.2 General Requirements Applicable to Insurance Policies.

(a) **Required Forms and Certificates.** Licensee shall furnish evidence of all policies before any work is started and/or the execution of this License to:

MTA Metro-North Commuter Railroad c/o Greystone Property Management
875 Sixth Avenue
New York, NY 10001

Attention – Insurance Services

by Certified Mail, return receipt requested. Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by Licensor, Licensee shall deliver to Licensor within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be provided on the Metro-North Railroad Certificate of Insurance Form; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insured and Named Additional as required herein; and (5) expressly reference the inclusion of all required endorsements.

If, at any time during the period of this License, insurance as required is not in effect, or proof thereof is not provided to Licensor, Licensor shall have the options to:

(i) Direct Licensee to suspend work with no additional cost or extension of time due on account thereof; or

(ii) Treat such failure as an Event of Default.

(iii) If construction has been completed, Licensor may, but shall not have obligation to, procure the required insurance for the account of Licensee but without any liability protections to Licensee therefor, and any insurance premiums or other sums incurred by Licensor in procuring the required insurance shall constitute Additional Compensation hereunder and shall be payable by Licensee to Licensor upon demand. Failure to make such payment of Additional Compensation shall constitute an Event of Default in accordance with the terms hereof.

(b) Insurance Companies. All of the insurance required by this Article (16) shall be written by companies with an A.M. Best Company rating of A- or better and approved by the **Metro-North Railroad/MTA** and shall deliver evidence of such policies. The said policies shall be placed with companies licensed or authorized to do business in the State of New York in a financial size category of not less than IV. If Licensee cannot obtain insurance required by this Article from companies licensed or authorized to do business in the State of New York, after exercising reasonable efforts to do so, Licensee may use non-admitted companies reasonably acceptable to Licensor.

(c) Compliance with Policy Requirements. Licensee shall not violate or permit to be violated any of the conditions, provisions or requirements of any insurance policy required in this Article, and Licensee shall perform, satisfy and comply with or cause to be performed, satisfied and complied with the conditions, provisions

and requirements of the insurance policies.

(d) Required Insurance Policy Clauses; Waiver of Subrogation. Each policy of insurance required to be carried pursuant to the provisions of this Article shall contain (1) a provision that no act or omission of Licensee, Licensor or Manager shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, other than acts intended to cause the damage insured against and except insofar as the loss is caused by an uninsurable risk, and (2) if the insurer would otherwise have a right to subrogation, a written acknowledgment by the insurance company that its right to subrogation has been waived with respect to all of the named insureds and additional insureds named in such policy.

(e) Blanket and/or Master Policies. The insurance required to be carried by Licensee pursuant to the provisions of this Article may, at Licensee's option, be effected by so-called "blanket", "wrap-up" and/or "master" policies issued to Licensee and/or its affiliates covering the Licensed Location and other properties owned or licensed by Licensee or its affiliates, provided such policies: (1) otherwise comply with the provisions of this License; and, (2) by endorsement, allocate to the Licensed Location the specified coverage and limits of coverage herein required for all insureds required to be named as insureds hereunder.

(f) No Limit on Licensee's Liability. The minimum amounts of insurance required under this Article 16 shall not be construed to limit the extent of Licensee's liability under this License.

(g) Licensee's Insurance Policy Terms. The policies must: (i); must not be written on a "claims-made" basis, except as otherwise provided herein, (ii) be endorsed in form acceptable to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to the **Metro-North Railroad** c/o Greystone Property Management 875 Sixth Avenue New York, NY 10001, Attention – Insurance Services **by Certified Mail, return receipt requested**; and (iii) state or be endorsed to provide that the coverage afforded under the Licensee's policies shall apply on a primary and not on an excess or contributing basis with any policies which may be available to the **Metro-North Railroad/MTA**, and also that the Licensee's policies, primary and excess, must be exhausted before implicating any **Metro-North Railroad/MTA** policy available. (iv) In addition, Licensee's policies shall state or be endorsed to provide that, if a sub-Licensee's policy contains any provision that may adversely affect whether Licensee's policies are primary and must be exhausted before implicating any **Metro-North Railroad/MTA** policy available, Licensee's and sub-Licensee's policies shall nevertheless be primary and must be exhausted before implicating any **Metro-North Railroad/MTA** policy available.

At least two (2) weeks prior to the expiration of the policies, Licensee shall endeavor to

provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies.

(h) **Deductibles or Self Insured Retentions.** Deductibles or self-insured retentions above \$100,000 will require approval from the **Metro-North Railroad/MTA**. The Licensee shall be responsible for all claim expense and loss payments within the deductible or self-insured retention. In the event the County elects to act as a self-insurer for General Liability and/or Automobile Liability in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described, the County hereby agrees that it will provide the exact same insurance coverage and protection for benefit of the Railroad, in the same amount and under the same terms set forth in the paragraph above, as it would provide the Railroad if the County were to purchase commercial insurance. The County may not self-insure Railroad Protective Liability insurance or any insurance to be provided by the any contractor it hires. The County further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the Railroad.

ARTICLE 17

DAMAGE OR DESTRUCTION

17.1 **Application of Proceeds.** If the Licensed Location shall be partially or totally damaged or destroyed by fire or other casualty, or Licensor's property shall be damaged or destroyed in connection with a fire or casualty to the Licensed Location, Licensor shall apply the proceeds of the insurance required by Article 16 to repair the damage to the base structure of the Licensed Location and to repair or replace Licensor's property and, if Licensee or Licensor opts to terminate this Agreement pursuant to Section 17.2 below, to remove debris from and clean up the Licensed Location, returning it to its original condition. Licensee shall make all other repairs required by reason of such casualty at its own expense and with reasonable diligence so as to restore the Licensed Location to the condition existing immediately prior to the casualty. Licensee shall be entitled to receive the portion of the proceeds of the insurance required by Article 16 to the extent that the amount of such proceeds actually received exceeds the amounts to which Licensor is entitled pursuant to this Section. The provisions of this Section shall apply regardless of whether Licensee opts to terminate this Agreement pursuant to Section 17.2.

17.2 **Option to Terminate.** In the event that a fire or other casualty renders the Licensed Location not usable for the use permitted by this Agreement, then either Licensor or Licensee may terminate this Agreement by delivering written notice to the other party within thirty (30) days after the date of the fire or other casualty. If Licensee or Licensor opts to terminate this Agreement, this Agreement shall terminate on the date specified in the terminating party's notice (which shall not be less than 10 days

after such notice is given) as if that date were the Expiration Date. If neither Licensee nor Licensor delivers a notice to terminate to the other party within the thirty (30) day period, the Agreement shall continue in full force in effect and Licensee shall be obligated to rebuild the Licensed Location.

17.3 No Abatement. Nothing contained in this Article shall relieve Licensee from any liability that may exist as a result of any damages or destruction by fire or other casualty.

ARTICLE 18

REMOVAL OF LICENSEE AND LICENSEE'S PROPERTY UPON TERMINATION

18.1 Removal and Restoration

(a) Upon the Expiration Date or the sooner termination of this Agreement, Licensee, at its sole cost and expense, shall immediately restore the Licensed Location to a condition satisfactory to Licensor and surrender the Licensed Location free of waste and debris. Any of Licensee's property not so removed within twenty (20) days after the Expiration Date or the sooner termination of this License shall be deemed abandoned and, at Licensor's option, may be either retained as Licensor's property or may be removed from the Licensed Location by Licensor at Licensee's expense.

(b) With respect to walls, partitions, enclosures, electric or water lines, fixtures, or similar installations, title to which shall have already vested in Licensor under any other provision of this Agreement, Licensor may, at its option, upon the Expiration Date or the sooner termination of this License, direct Licensee to remove the same and to make all necessary alterations or restorations in the Licensed Location, and to finish to its original condition, all in accordance with plans and specifications to be prepared by Licensor. Such alterations or restoration shall be completed within sixty (60) days of the delivery to Licensee of the aforesaid plans and specifications.

18.2 Failure to Vacate. In the event that Licensee fails to vacate the Licensed Location on or before the Expiration Date or the sooner termination of this License, Licensor shall be permitted to enter the Licensed Location and remove Licensee. Licensee agrees not to seek specific performance or any injunction to prohibit such removal or to require Licensor not to effect such removal. Licensee acknowledges that in the event of an allegedly wrongful termination or removal prior to the Expiration Date, Licensee's sole remedy shall be to seek compensatory damages in the Supreme Court of the State of New York.

18.3 Indemnification. In addition to paying the amounts specified in Section

2.3(b), Licensee agrees that it shall indemnify and save Licensor harmless against all costs, claims, loss or liability resulting from delay by Licensee in so surrendering the Licensed Location, including, without limitation, any claims made by a succeeding licensee founded on such delay.

ARTICLE 19

NON-LIABILITY OF PERSONNEL

19.1 No member, director, officer or employee of Licensor or Metro-North shall be liable personally to Licensee under or by reason of this Agreement or any of its covenants, articles, terms or provisions, nor shall any member, officer or employee of Licensor or METRO-NORTH be sued individually by Licensee for damages or other relief on account of any breach of this Agreement, or on account of anything which may prevent Licensee from exercising or enjoying the license and privileges herein described.

ARTICLE 20

NO RIGHT OF ASSIGNMENT

20.1 No Assignment or Transfer. The parties hereto understand that neither Licensee's interest in this Agreement nor the rights and privileges herein granted to Licensee may be assigned or transferred, either in whole or in part, or licensed, sublicensed, or encumbered in any manner; nor shall any right, interest or property therein, pass to or vest in any person or entity whatsoever, either by the act of Licensee or by operation of law, whether under the provisions of the statutes relating to consolidation or merger of corporations or otherwise; nor shall Licensee enter into any management agreement or arrangement providing for a third party to operate or supervise the operation of the Licensed Location.

20.2 Definition of Assignment.

(a) An assignment shall include any sale, transfer, conveyance, pledge or hypothecation (including, without limitation, a transfer by merger, consolidation, operation of law or proceedings in equity, bankruptcy, insolvency or reorganization) by Licensee, or by Licensee's owners, of a complete or partial interest in Licensee, or an agreement or contract which provides for any of the aforesaid to occur in the future. An interest includes ownership of shares of stock, ownership of an unincorporated entity, the interests of a partner or joint venturer, or any other form of ownership of or interest in a business entity whether in whole or in part. An assignment shall not, however, include a transfer of an interest to a distributee or legatee occurring by reason of the death of an owner, provided, however, that the foregoing prohibition against assignment

without the consent of Licensor shall apply to such distributee or legatee.

(b) Notwithstanding the provisions of Section 20.2(a) above, if Licensee is a corporation whose stock is publicly traded and subject to regulation by the United States Securities and Exchange Commission, Licensor's consent is not required for shares of Licensee's stock to be publicly traded except where a trade or series of trades, singly or cumulatively (i) changes control of said corporation, or (ii) is an attempt to change control of said corporation.

ARTICLE 21

NOTICES

21.1 Method of Notice. Any notice or demand, consent, approval or disapproval, or statement (collectively called "Notices") which, under the terms of this Agreement, or under any statute or governmental regulation, must or may be given or made either by Licensor to Licensee or by Licensee to Licensor shall be in writing and unless otherwise required by such law or regulation, shall be either (i) personally delivered, (ii) sent by overnight courier or (iii) sent by registered or certified mail return receipt requested.

21.2 Addresses. Notices to Licensee shall be delivered or mailed to Licensee at the address set forth above or at the Licensed Location. All Notices to Licensor shall be delivered or mailed to:

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

with a copy to:

Metro-North Commuter Railroad Company
347 Madison Avenue
New York, NY 10017
Attention: General Counsel

If to Licensee:

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

Attention: General Counsel

By giving the other party at least ten (10) days' prior written notice, either party may, by Notice given as provided above, designate a different address or addresses for Notices.

21.3 Receipt. All Notices hereunder shall be deemed received (and any time period measured by the giving of Notice shall commence) (i) upon delivery, if personally delivered or sent by overnight courier, or (ii) three days after mailing if given by registered or certified mail. The inability to make delivery because of changed address of which no Notice was given, or rejection or other refusal to accept any Notice, shall be deemed to be receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept.

21.4 Additional Copy. In addition to the foregoing, either Licensor or Licensee may, from time to time, request in writing that the other party serve a copy of any Notice on one other person or entity designated in such request, such service to be effected as provided in Section 21.2 hereof.

ARTICLE 22

ENTIRE AGREEMENT

22.1 Licensee expressly acknowledges and agrees that Licensor has not made and is not making, and Licensee, in executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Agreement or in any other written agreement which may be made between the parties concurrently with the execution and delivery of this Agreement and shall expressly refer to this Agreement. All understandings and agreements heretofore had between the parties are merged in this Agreement and any other written agreement(s) made concurrently herewith, which alone fully and completely express the agreement of the parties and which are entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement or any other written agreement(s) made concurrently herewith.

ARTICLE 23

AMENDMENT ONLY BY WRITTEN AGREEMENT

23.1 No agreement shall be effective to change, modify, waive, relicense, discharge, terminate or effect an abandonment of this Agreement, in whole or in part, unless such agreement is in writing, refers expressly to this Agreement and is signed by

the party against whom enforcement of the change, modification, waiver, relicense, discharge, termination or effectuation of the abandonment is sought and, in the case of Licensor, only after any required approval by the Board of Licensor.

ARTICLE 24

SEVERABILITY

24.1 If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, then the other provisions of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent of the law.

ARTICLE 25

LICENSOR'S CONSENT

25.1 No Damages. If Licensee shall request Licensor's consent or approval and Licensor shall fail, refuse or delay to give such consent or approval, Licensee shall not be entitled to any damages for any withholding or delay by Licensor of its consent or approval, it being intended that Licensee's sole remedy shall be an action for specific performance or injunction, and that such remedy shall be available only in those cases where Licensor has expressly agreed in writing not to unreasonably withhold its consent or approval or where as a matter of law Licensor may not unreasonably withhold its consent or approval.

25.2 Licensor's Discretion. Wherever Licensor's consent or approval is required in this Agreement and neither this Agreement nor applicable law requires that such approval or consent shall not be unreasonably withheld, Licensor may determine in its sole discretion whether to grant or refuse to grant such consent or approval, regardless of whether such refusal to consent or approve may be deemed arbitrary.

ARTICLE 26

GOVERNING LAW

26.1 Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be wholly performed in the State of New York, and the laws of the State of New York shall apply in any action in any forum.

ARTICLE 27

CONSTRUCTION

27.1 Captions, headings and titles in this Agreement are solely for convenience of reference and shall not affect its interpretation. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Each covenant, agreement, obligation or other provision of this Agreement on Licensee's part to be performed, shall be deemed and construed as a separate and independent covenant of Licensee, not dependent on any other provision of this Agreement. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

ARTICLE 28

SUCCESSORS AND ASSIGNS

28.1 Except as otherwise expressly provided in this Agreement, the obligations of this Agreement shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to; provided, however, that no act in violation of the provisions of Article 20 shall operate to vest any rights in any successor or assignee of Licensee.

ARTICLE 29

NO EXEMPTION

29.1 No waiver or exemption from any law, ordinance, order, direction, rule or regulation of any governmental authority benefiting, applicable or granted to Metro-North or to Licensor shall benefit, apply or be granted, by virtue of this Agreement, to Licensee or to Licensee's use and occupancy of the Licensed Location and no such waiver or exemption of Metro-North or Licensor relieve Licensee from its obligation to fully perform and observe all the agreements, covenants and conditions to be performed or observed by Licensee under this Agreement.

ARTICLE 30

SURVIVAL

30.1 The provisions of Sections 2.3, 6.1, 11.3, 13.3, 13.4, 14.6, 17.1 and 17.3 and of Articles 8, 15, 18 and 19 shall survive the expiration or earlier termination of this

Agreement.

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

METROPOLITAN TRANSPORTATION AUTHORITY

By:

_____ Date: _____

COUNTY OF DUTCHESS

By:

_____ Date: _____

Licenser Acknowledgment

STATE OF NEW YORK)
) ss.:
COUNTY)

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

Notary Public



Metro-North Railroad

Attached is the General Procedure for Access to Railroad Property (pages 2 to 3) and Metro-North's specifications for Individuals and Companies working on or adjacent to railroad property (pages 4 to 15, Sections A, B and C).

Section A, of the specifications entails the Sponsor's requirements for work affecting the railroad (pages 5 to 9). This section contains two drawings SK-1, Sheet Piling Adjacent to tracks as shown in Appendix A and drawing SK-2, Lateral Pressure due to Strip Load as shown in Appendix B.

Section B, of the specifications entails the requirements for erection, demolition and other rigging operations over or adjacent to Metro-North's right-of-way (page 10).

Section C, of the specifications entails the Uniform Insurance Standards, Construction Work involving Contractors not working for Metro-North (pages 11 to 15). Note ACORD forms are not acceptable. Metro-North's insurance certificates are provided in Appendix C. Do not change or tamper with Metro North's form.

GENERAL PROCEDURE FOR ACCESS TO RAILROAD PROPERTY

All outside parties who need to perform construction or maintenance on or adjacent to Metro-North Railroad property must comply with the following:

1. **Permit Application:**

Parties requiring an entry permit shall submit a written request to the Chief Maintenance of Way Officer defining the location, scope of work and duration of activities on or adjacent to Railroad facilities. Address the letter to:

Chief Maintenance of Way Officer
420 Lexington Avenue, 12th Floor
New York, NY 10017
Tel: (212) 499-4500

Execute and return the Entry Permit provided by Metro-North to the Chief Maintenance of Way Officer. Applicant shall obtain confirmation of receipt from the Chief Maintenance of Way Officer.

2. **Insurance:**

Furnish proof of insurance in a form acceptable to and approved by the Director of MTA Risk and Insurance Management no less than 20 working days prior to the intended start of work (see Section C of this specification) to:

Chief Maintenance of Way Officer
420 Lexington Avenue, 12th Floor
New York, NY 10017
Tel: (212) 499-4500

Applicant shall obtain confirmation of receipt and approval of the insurance certificate from the Director of MTA Risk and Insurance Management.

3. **Payment:**

Upon review of the scope of work provided with the permit application, Metro-North will prepare an estimate of the cost of providing Railroad Protective Personnel and all other expenses related to the project. Supply payment, in full, of Metro-North's estimated cost of Railroad Force Account Services no less than 20 working days prior to the intended start of work. Obtain confirmation of receipt by the Chief Maintenance of Way Officer. Since the payment is based on an estimated cost, unexpended funds if any, will be subject to reimbursement. On the contrary, should the actual work exceed the estimated cost, an additional payment shall be submitted to continue Railroad Force Account Services.

4. **Technical Submittals:**

Supply construction shop drawings, calculations and supporting documentation in accordance with the attached "Construction Management I & C Specifications". Address them to and receive confirmation of receipt by:

Assistant Director Construction Management – I & C Dept.
MTA Metro-North Railroad

420 Lexington Avenue, 11th Floor
New York, NY 10017
Tel: (212) 499-4462 / Fax: (212) 499-4499

Upon receipt of the submittals, allow 10 working days from date of receipt for Metro-North's review of the submittals prior to requesting a conference to schedule that activity.

Once the above requirements have been satisfied, contact the Assistant Director of Construction Management no less than 15 working days prior to the start of work to schedule a pre-construction conference at (212) 499-4462. When all is in order, the Construction Management Department will schedule Railroad coordination and support services. (See Sections A and B of "Construction Management I & C Specifications"). No work will commence until the applicant receives permission from the designated Railroad Representative at the site to proceed with the work.

(Rev. 2/18/00)



Metro-North Railroad

**CONSTRUCTION MANAGEMENT SPECIFICATIONS
FOR
INDIVIDUALS & COMPANIES (I & C)
WORKING ON OR ADJACENT
RAILROAD PROPERTY**

(Revised 2/18/00)

Section A & B

(Revised 1/29/07)

Section C

SECTION A

SPONSOR REQUIREMENTS FOR WORK AFFECTING THE RAILROAD

Introduction:

There are conditions unique to this operating railroad environment which Metro-North must consider when planning construction activities. Among these are: high voltage third rail and power transmission systems, high speed and silent trains that require long braking distances, buried signal control and communication systems and many more. Metro-North must have absolute cooperation of any sponsor planning construction activities that could interfere with train operations.

The sponsor is the agency or party who has a formal agreement with Metro-North to perform construction or maintenance around the railroad.

The sponsor of the project is ultimately responsible for assuring that its agents, consultants, contractors and sub-contractors fully comply with the specifications contained herein. The term "sponsor" used throughout these specifications shall mean the sponsor, its employees, its agents, consultants, contractors, sub-contractors, etc.

The sponsor shall safeguard the tracks, rolling stock and other equipment and plant of the Railroad from being damaged in any manner and will be held financially responsible for it. He shall not perform any activities around the Railroad until he has executed a formal agreement and complied with Metro-North requirements.

Fouling:

An operating track will be considered fouled when, in the sole opinion of Metro-North, demolition, blasting or construction activity on or adjacent to a main track or controlled siding may interfere with the safe movement of trains at normal speed. A crane, derrick or a similar piece of equipment located on Metro-North right-of-way or on adjacent property shall be considered as fouling the track when the position in which it is working is such that without regard to the manner in which it is intended to carry out the operation, failure or malfunction could cause damage or obstruction within the operating area. Similarly, Metro-North utilities (power, communications and signal lines) will be considered fouled when, in the sole opinion of Metro-North, the sponsor's operation could damage or interfere with these utility lines.

Track Use:

Metro-North will, at its sole discretion, remove tracks from service and de-activate high voltage traction power facilities to permit certain construction activities that can only be performed at times when Metro-North can schedule this track use. In general, Metro-North can de-activate single tracks at night between the hours of 2:30AM and 5:00AM. Construction activities that require de-activating all tracks of a main line system must be performed on weekend nights at times specified by Metro-North. Requests for additional "track use" will be evaluated subject to operating and maintenance priorities. Requests to de-activate track(s) and/or high voltage power systems must be received and acknowledged by the assigned Metro-North inspector no less than 14 days prior to the scheduled activity. Metro-North will only consider requests for "track time" to facilitate construction activities that have been approved by the Construction Management I & C Department.

Protective Personnel:

Metro-North will furnish flagmen, inspectors, maintenance personnel and similar labor (protective personnel) as required by Metro-North to protect the operation of train traffic during the sponsor's construction activities. The sponsor must obey the instructions from Metro-North flagmen or other representatives on the job site promptly. Failure to follow instructions from Metro-North personnel on the site will lead to withdrawal of Metro-North's entry permit, thus closing the job site to the sponsor and its employees. Metro-North will, at its sole discretion, determine the need for and the availability of protective support personnel. The sponsor must notify the assigned Metro-North inspector no less than 14 calendar days in advance of undertaking an approved construction activity that may require protective personnel. If the sponsor notifies Metro-North less than 14 days in advance, Metro-North may be unable to supply protective personnel and/or Metro-North may incur additional costs in accordance with existing collective bargaining agreements in order to fulfill a request. The cost of protective personnel and any additional penalty costs incurred by Metro-North due to late notification shall be borne by the sponsor. Requests to cancel construction activities and protective personnel must be received and acknowledged by the assigned Metro-North inspector no less than 96 hours (4 days) prior to the start of the scheduled construction activity. Any costs incurred by Metro-North due to late cancellation notice shall be borne by the sponsor.

Metro-North will provide protective forces to the extent possible considering operational and maintenance priorities. Metro-North makes no guarantee that protective personnel will be available to meet the sponsor's preferred schedule. Further, no such work may actually commence until the assigned Metro-North representative affirmatively advises the sponsor that the necessary protective forces are stationed and that he may proceed.

MNR Representation:

All matters requiring Metro-North approval or coordination of construction activities shall be directed to the following:

Assistant Director – Construction Management – I&C Department
Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th Floor
New York, NY 10017.

Preparation:

The sponsor shall obtain written approval of design and construction methods from Metro-North. The sponsor shall submit detailed plans, appurtenant data and calculations prepared by a Professional Engineer licensed in the state where the work will be performed for any operation on or adjacent to Metro-North property prior to the start of work. Metro-North will evaluate the

effect of this work on the operating Railroad. The plan shall locate and identify all utilities above and below ground at the work site. The sponsor shall make necessary plan revisions, schedule changes, additions, deletions, etc., at his/her own expense. The sponsor shall remove at his/her own expense any pipe, wire or structural facility installed without Metro-North approval or which deviates from the plan approved by Metro-North.

Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – perform pre and post construction surveys of tracks and structures to establish existing horizontal and vertical clearances. Vertical clearance shall be measured from "top of rail". Horizontal clearance shall be measured from the "centerline of track". The elevations shall reference an established survey benchmark that will remain undisturbed throughout the construction. It may be necessary for the sponsor to monitor movements of tracks and structures on a more frequent basis – monthly, weekly or daily as determined by the Metro-North representative. Copies of the field notes must be delivered to Metro-North on the date the survey was performed.

The sponsor shall obtain appropriate soils/foundation data wherever the project requires excavations, temporary foundation supports, or any other subsurface construction activities. Under the direction of a Metro-North representative (engineer, inspector) the sponsor shall – at no cost to Metro-North – take pre and post construction photographs of the entire work site and track area, two sets of which will be delivered to Metro-North. The photographs shall be gloss prints 8 ins. by 10 ins. in size. They shall also be labeled on their reverse sides. The label shall include project title, Project Identification Number (PIN), Bridge Identification Number (BIN) or contract number, name of sponsor, date and direction photograph was taken. Each photograph shall also be numbered for identification.

Submittals:

All submittals requiring review and approval by Metro-North shall first be reviewed by the sponsor's designated consulting engineer and then submitted to Metro-North to complete the review and approval process. Submittals shall be stamped or written as "Approved", "Approved As Noted", "Revise and Resubmit", or "Rejected" by the sponsor's designated consulting engineer at the conclusion of the review prior to its submission to Metro-North.

Environmental Controls:

The sponsor shall comply with any and all Federal, State and Local laws, regulations and rules governing environmentally controlled substances and construction practices. He shall submit a plan and procedure prepared by a Professional Engineer licensed in the state where the work will be performed for handling and disposal of regulated materials. De-watering operations shall comply with applicable regulatory controls and shall be subject to Metro-North review and approval. The sponsor shall comply with Federal and State regulations for containment, storage and disposal of hazardous/industrial wastes. He shall comply with Metro-North Procedure 50-601, Item "O", Environmental Controls. The sponsor shall indemnify and hold harmless Metro-North from any loss, liability or expense on account of claims which result from the handling, transportation, disposal or abatement of asbestos, asbestos-containing material or asbestos-contaminated materials, lead paint materials, polychlorinatedbiphenols (PCB's) and other environmentally regulated substances and materials in the possession of sponsor or his subcontractors.

Security:

The sponsor shall adhere to Metro-North security practices. He shall identify all sponsor/subcontractor personnel who have reason to enter a designated security area of Metro-

North property. He shall supply a listing of the names of all personnel who have reason to enter Metro-North property. The list shall be updated whenever there is a change in personnel. He shall supply each workman with company insignia, which shall be worn on outer garments whenever workmen are on Metro-North property. Sponsor personnel failing to wear identifying insignia shall be removed from the property.

Protective Enclosures:

The sponsor will not store materials or equipment upon the Railroad right-of-way without first obtaining written permission and approval of Metro-North. The sponsor shall secure construction materials and equipment that could be used by vandals to obstruct Railroad operations in a vandal-proof enclosure. The sponsor shall be responsible to protect the work site with fences, barricades, barriers, watchmen or other means necessary to bar access to operating areas via the work site. Fences at a minimum shall be 12-gauge chain link, eight (8) feet in height. Vehicular barriers shall comply with "AASHTO" Standard for design and fastening to structures.

English Language:

The sponsor must furnish an English-speaking supervisor at each job location who is capable of communicating (including translating if necessary) instructions from the flagman or other Metro-North representative to the sponsor's personnel on the job. Such supervisor must remain on the site at all times while work is being performed or any sponsor employees are on or about the Metro-North right-of-way.

Safety:

The Metro-North Safety Department conducts a mandatory orientation class for all sponsor personnel who have reason to enter Metro-North property. Seven- (7) working days advance notice from the sponsor is necessary for class scheduling. Sponsor personnel must present proof of completion of this orientation before entering the property. Sponsor personnel who fail to carry proof of training shall be removed from the property. The sponsor can obtain training material from the Safety Department.

The sponsor shall comply with the requirements of all applicable Federal, State, Local and Metro-North jurisdictions to provide a suitable work environment for workmen and for the general public. He shall prepare and submit a comprehensive "Safety Plan" which will: Designate a company representative(s) who will prepare and implement a program of compliance.

Supply personal safety equipment for all workmen employed by the sponsor or his contractors and enforce use of this equipment by contract personnel.

Train all employees and subcontract employees with emphasis upon unusual conditions found in the Railroad environment.

The sponsor shall supply "Material Safety Data Sheets" for construction or maintenance materials that could pose a safety, fire, health or other hazard to Metro-North.

Hi-Rail Equipment:

Highway-rail mounted equipment and "work trains" are generally prohibited from use by non-Railroad agencies on Metro-North mainline tracks.

Blasting: Is prohibited on Metro-North property. Metro-North shall determine if any blasting in the vicinity of the Railroad will affect its operations. The sponsor shall submit to Metro-North

for approval, plans and specifications of any proposed blasting activities, which could affect Railroad operations.

Temporary Structures:

Shall be necessary at the sole discretion of Metro-North to protect the Railroad or the general public from possible falling debris, paint or other materials, to protect personnel working above the right-of-way, to provide a platform for personnel, materials, and/or equipment and to provide a walkway for the general public. Temporary structures intended as walkways for the general public shall comply with the "New York State Building Code" Specifications and the Americans with Disabilities Act of 1991.

A protective scaffold intended to contain finely broken concrete decking shall be designed for a live load of 200 lbs. per square foot applied uniformly over the entire structure, and a 2 kip concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes. Design of the scaffold intended for any other purpose shall be submitted to Metro-North for approval. The design shall contain details of any construction activities supported or protected by the scaffold. Impact loads or rigging that exceed the capacity of the scaffold shall be subject to the conditions of Section B "Rigging". Wood for protective scaffolding must be fire-retardant. The sponsor must supply Metro-North with certification from the manufacturer or supplier that lumber meets or exceeds the ASTM E-84 fire-retardant specification for exterior application 30-minute duration. Plans and calculations for temporary structures must be submitted to Metro-North for review and approval prior to construction. Further, plans and calculations must be prepared and stamped by a Professional Engineer licensed in the state in which the project is located.

Shoring:

All drawings for temporary sheeting and shoring shall be prepared and stamped by a Registered Professional Engineer (licensed in the state in which the project is located) and shall be accompanied by complete design computations when submitted for approval.

Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the centerline of the track, bottom of tie and extending out in this plane a distance of 10 feet, then downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all static loads such as structural dead load, soil pressure and hydrostatic pressure, a Railroad live load of Cooper E-80 as defined in the "AREA Manual Section 1-3" or other loading magnitude as may be directed by Metro-North. (See drawing "SK - 1", APPENDIX A).

Interlocking steel sheet piling, driven prior to excavation, must be used to protect track stability. The use of trench boxes or similar devices is not acceptable in this area. Soldier piling and lagging will be considered for supporting adjacent track(s) only when its use is approved by Metro-North. Consideration for use of soldier piling and lagging will be made if the required penetration of steel sheet piling cannot be obtained and when dry, non-running, stable material will be encountered.

Lateral forces acting on the sheeting shall be computed as follows:

The active earth pressure due to the weight of the soil shall be computed by the Rankine Theory. The Boussinesq analysis shall be used to determine the lateral pressure caused by the railroad loading. The load on the track shall be taken as a strip load with a width equal to the length of the ties (8' - 6"). The vertical surcharge, q (psf), caused by each axle weight divided by the tie length and the axle spacing (5' - 0"). For an E-80 loading:

$$q = 80,000 \text{ lbs.} / (8.5' \times 5') = 1882 \text{ psf.}$$

The horizontal pressure due to the live load surcharge at any point on the sheet piling wall is P_h and can be calculated by the following:

$$P_h = (2q / \pi) (\beta - \sin \beta \cos 2\alpha)$$

(See drawing "SK - 2", APPENDIX B).

The allowable stresses for the sheet piling and other steel members (wales, struts, etc.) shall be in accordance with AREA Chapter 15, Parts 1 and 2. These allowable stresses may be increased ten percent (10%) due to the temporary nature of the installations.

Where soil or rock anchors are used, all anchors must be tested. Testing shall be in accordance with industry standards with ten percent (10%) of the anchors "Performance Tested" and all others "Proof tested".

Exploratory trenches, three (3) feet deep and fifteen (15) inches wide in the form of an "H" with outside dimensions matching the outside of sheeting dimensions are to be hand dug, prior to placing and driving steel sheeting, in areas where railroad underground installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled with the backfill compacted immediately. This work must be done in the presence of a Metro-North Inspector. Cavities adjacent to the sheet piling, created by the driving of the sheet piling, shall be filled with 1 1/2-inch stone ballast. Any disturbed ballast must be restored and tamped immediately. Sheet piling shall be cut off at the top of tie during construction. After construction and backfilling has been completed, piling shall be cut off eighteen (18) inches below the existing ground line and left in place.

Moreover, sheeting alongside active track systems shall maintain lateral support. Lateral support shall maintain a compacted stone ballast shoulder level with the top of tie for at least two (2) feet from the end of tie supported by a slope no steeper than one (1) vertical to two (2) horizontal. Timber sheeting left in place shall be treated with wood preservative in accordance with the American Wood Preservers Association Standards for timber in contact with soil.

Any excavation adjacent to track shall be covered and ramped and provided with barricades as required by Metro-North. A lighted walkway with a handrail must be provided adjacent to the track for any excavation within ten (10) feet of the centerline.

Final backfilling of the excavation shall be as required by Metro-North

SECTION B

REQUIREMENT FOR ERECTION, DEMOLITION, AND OTHER RIGGING OPERATIONS OVER OR ADJACENT TO METRO-NORTH RIGHT-OF-WAY

The sponsor must furnish scaled plans with supporting calculations in order to obtain written approval prior to the start of any rigging operation over or adjacent to the Metro-North right-of-way as follows:

Plan view depicting locations of cranes, boom length and rigging operating radii, with delivery or disposal vehicle weight and locations shown.

Crane rating sheets showing cranes to be adequate for 150% of the lift based on the manufacturers recommended capacity. Crane and boom nomenclature shall be indicated.

Include manufacturer's operating booklet and recommended data for special applications such as barge mounted equipment, partial outrigger extensions, boom and jib configurations, counterweights, etc.

Plans and computations showing weight of pick. Supply manufacturers weight data, certified weights, shop drawings, etc. to verify load calculations. Include weight of rigging equipment. Show in a table format on the plan a "Crane Lifting Schedule" of each crane pick as shown below:

CRANE LIFTING SCHEDULE								
Piece No.	Piece Weight kips	Rigging Weight kips	Block Weight Kips	Maximum Weight Kips	Maximum Radius feet	Boom Length feet	Crane Capacity Kips	Factor of Safety: 1.5 or greater
1	X	X	X	X	Y	Y	X	Z

Location plan and profile showing obstructions, crane tail swing, and outrigger dunnage indicating that the proposed swing is possible. A profile of overhead utility lines or obstructions demonstrating that the rigging operation is possible. Computations and plans demonstrating that soils or foundations for equipment and temporary structures are adequate and able to protect subsurface utilities and structures.

Plans and calculations showing locations and structural adequacy of mats, barges, embankments, supporting structures, planking, or special decking as may be required by Metro-North.

Written statement from crane owner giving date of last crane condition and safety inspection and the results of said inspection. Include copy of current inspection certificate by an inspection agency (e.g. NY City Cranes & Derricks).

Data sheet listing number, type, size, arrangement and capacity of slings, shackles, spreader bars, or other connecting equipment. Copies of catalog or information sheets of specialized equipment.

A complete procedure indicating the order of lifts and repositioning or rehitching of the crane or cranes. Sponsor shall supply engineered plans and calculations for partial pre-cutting of structural members for demolition operations.

Temporary support of any components or intermediate states including bolting data shall be shown.

A time schedule of each stage or lift, as well as a schedule for the entire lifting procedure.

All plans and calculations submitted to Metro-North as required above shall be stamped by a Professional Engineer licensed in the state where the work will be performed.

In general, unless otherwise directed by Metro-North, operations directly over or adjacent to the operating right-of-way which foul the operating area, or which in the event of a failure could fall across the operating area will be performed between approximately 2:30AM and 5:00AM.

Operations involving a track and power outage across all tracks may be performed only on weekends – at times specified by Metro-North.

The sponsor and engineer shall locate and mark the exact crane location in the field at least two working days prior to the intended operation. He shall verify the radii and clearances for critical picks, and he shall certify the stability of the foundation for crane outriggers and supports.

Any deviation from this plan must be reviewed and approved by the sponsor's engineer prior to resubmission to the Metro-North Engineer for review and approval prior to the date that the work will be scheduled.

SECTION C

(Detach this section and forward it to your broker to comply with insurance requirements.)

UNIFORM INSURANCE STANDARDS CONSTRUCTION WORK INVOLVING CONTRACTORS NOT WORKING FOR METRO-NORTH COMMUTER RAILROAD COMPANY

Evidence of Insurance shall be submitted to Metro-North Commuter Railroad Company on the attached Metro-North Certificate of Insurance and must be signed by either an authorized representative of the insurance carrier or the broker and notarized. Metro-North Commuter Railroad Company will review and approve the certificate prior to any entry on Metro-North property or commencement of work. A complete original of the Railroad Protective Liability Insurance Policy shall be delivered to Metro-North Commuter Railroad Company within thirty (30) days and prior to expiration of the Binder term.

ACORD FORMS ARE NOT ACCEPTABLE.

Metro-North reserves the right to require complete, certified copies of all insurance policies at any time. Metro-North shall also maintain the right to approve any proposed insurers and to review the acceptability of said insurers for the duration of all work involving Metro-North property or Metro-North operations.

Sponsor shall maintain the following insurance coverage at his or her sole expense:

- A. Workers' compensation Insurance (including Employer's Liability Insurance with limits of not less than \$2,000,000.00) meeting the statutory limits of New York State. Such insurance shall fully comply with the Worker's Compensation law(s) of the state(s) in which operations or work related to this project is to be performed.
- B. Commercial General Liability Insurance (ISO Form CG 00 01 01 96 or equivalent approved by the Railroad) in the Contractor's or Licensee's name with limits of liability in the amount of at least \$2,000,000 per occurrence on a combined single limit basis for injuries to persons (including death) and damage to property. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. The policy shall include:
 - Contractual coverage for liability assumed by the contractor and/or the licensee,
 - "XCU" Coverage (Explosion, Collapse and Underground Hazards) where necessary
 - Products-Completed Operations Coverage,
 - Independent Contractors Coverage,

- Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, **MUST BE VOIDED**, where necessary,
 - Additional Insured Endorsement (latest ISO Form CG-20 10 or equivalent approved by the Railroad) naming the applicable entities from page 15 and their subsidiaries and their affiliates.
- C. **Railroad Protective Liability Insurance (when necessary)(ISO-RIMA or equivalent form approved by the Railroad), covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property, including damage to the insureds own property and conforming to the following:**
- The limit of liability shall be \$2,000,000.00 for each occurrence. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.
 - Evidence of Railroad Protective Liability Insurance must be provided in the form of the Original Policy or a detailed Binder pending issuance of the Original Policy.
 - Depending on the territory where the Work is to be performed, the applicable entities from page 15 must be included as named insureds on the Railroad Protective Liability Insurance Policy:
- D. **Business Automobile Liability Insurance (ISO Form CA 00 01-07 97 or equivalent approved by the Railroad) in the Contractor's or Licensee's name with limits of liability in the amount of \$1,000,000 per occurrence for bodily injuries (including death) to persons and damage to property arising out of ownership, maintenance or use of any owned hired or non-owned motor vehicle. The policy shall be extended to include employees of any insured acting in the scope of their employment. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.**
- E. **Contractor's Pollution Liability Insurance (when necessary) with respect to the work and activities of the Contractor or its subcontractors, including but not limited to handling, transporting or disposing of any Hazardous Substances and environmentally regulated materials and any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense. This insurance shall name the following entities as additional insureds: the Contractor and those applicable Indemnified parties from page 15. Further, any additional coverages required by the United States Department of Transportation, the Environmental Protection Agency and/or related state and local laws, rules and regulations shall be complied with. The Licensee's contractors shall obtain all permits, licenses and other forms or documentation, which are required and forward them with the required evidence of insurance.**

In the event that the Contractor or its subcontractors transport from the Premises any combustible gas or other environmentally Regulated Substance that requires a governmentally regulated Manifest, the automobile policy should include the CA 9948 and the MCS-90 endorsements with limits of not less than \$5,000,000 providing coverage for bodily injury or property including liability for

environmental restoration resulting from negligence in the operation, maintenance or use of any motor vehicle involved in the transportation of combustible material applicable to Federal, State and Local laws, rules and regulations. A copy of the CA9948 and MCS-90 endorsements shall be submitted for review as part of the insurance submission.

Said Environmental Liability Insurance shall be in effect from the time the Authority permits the lead abatement, or other environmentally regulated substances and materials work to begin through the completion of the work.

Upon award or upon selection of the Subcontractor, the Contractor shall additionally furnish evidence to the Project Manager that the disposal facility chosen has the minimum Environmental Liability Insurance required by applicable federal, state and local regulations for the duration of the work.

Pollution Legal Liability Insurance is required if any Hazardous Substance or waste is to be disposed of off of the jobsite. Licensee shall maintain or cause to be maintained this insurance. Licensee shall designate the disposal site, and must provide a certificate of insurance from the disposal facility to NYCT/MTA. The MTA, MN and the City of New York (where applicable in the five boroughs) are to be named as an additional insureds on these policies with limits of liability of not less than \$2 million per occurrence.

Metro-North may, at its discretion, procure, provide and thereafter maintain in effect during the life of this project for and in behalf of Metro-North any and all force account insurance deemed necessary by Metro-North. The provision of such insurance shall not be deemed a limitation on any liability of sponsor arising under the terms of the Entry Permit. The premium paid by Metro-North for sponsor in accordance with the provisions of the Entry Permit shall reimburse such force account insurance coverage.

Any notice to be served on Metro-North pursuant to this SECTION C – UNIFORM INSURANCE STANDARDS shall be delivered by hand against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

Metro-North Commuter Railroad Company
c/o Metropolitan Transportation Authority
Two Broadway
21st Floor
New York, NY 10004
Attn: Richard Webster

The contractor or licensee shall furnish evidence of all policies before any work is started to the Standards Enforcement & Claims Analyst, MTA Risk & Insurance Management at Metro-North Railroad. Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by Metro-North or the MTA, the contractor or licensee shall deliver to Metro-North within forty-five (45) days of the request a copy of such policies certified by the insurance carrier as being true and

complete. If a Certificate of Insurance is submitted it must: (1) be provided on a Metro-North Certificate of Insurance Form; (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds and Named Insureds as required herein; (5) reference the Entry Permit or License Agreement by number and description on the face of the Certificate in the space provided; and (6) expressly reference the inclusion of all required endorsements.

If, at any time during the period of this permit and/or agreement, insurance as required is not in effect, or proof thereof is not provided to Metro-North, the Railroad will have the options to: (i) direct the contractor or licensee to suspend work with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.

METRO-NORTH RAILROAD COMPANY (MNRR)
INDEMNITEES (Additional and/or Named Insureds)

NEW YORK STATE

GCT/PAT (MTA/MN Property)

MNRR, Metropolitan Transportation Authority (MTA), Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation (CDOT)

Hudson Line (MTA/MN Property)

MNRR, MTA, Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation (CDOT), National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. (CSX) & New York Central Lines LLC, and Delaware & Hudson Railway Company, Inc. (D&H).

Harlem Lines (MTA/MN Property)

MNRR, MTA, Midtown TDR Ventures, LLC, Midtown Trackage Ventures, LLC, Connecticut Department of Transportation (CDOT), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. (CSX) & New York Central Lines LLC.

Maybrook Line (Beacon Line) New York side only (MTA/MN Property)

MNRR, MTA, Housatonic Railroad Company.

New Haven Line - New York Side (MTA Property)

MNRR, MTA, Connecticut Department of Transportation (CDOT), National Railroad Passenger Corporation (Amtrak), Consolidated Rail Corporation (Conrail), CSX Transportation, Inc. & New York Central Lines LLC, and Providence & Worcester Railroad Company.

Piermont Branch - Pascack Valley Line - New York (MN -Track/NJT-Train)

MNRR, MTA, NJ Transit Rail Operations, Inc. (NJT), & Norfolk Southern Railway and Pennsylvania Lines LLC.

West of Hudson-Port Jervis Line- New York (MN-Parking/Norfolk Southern-Track/NJT-Train)

MNRR, MTA, NJ Transit Rail Operations, Inc. (NJT), Consolidated Rail Corporation, and Norfolk Southern Railway & Pennsylvania Lines LLC.

CONNECTICUT

New Haven - Main Line (CDOT Property)

Revised 5/10/07 -RW

MNRR, MTA, CDOT, Consolidated Rail Corporation (Conrail), National Railroad Passenger Corporation (Amtrak), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) & New York Central Lines, LLC.

New Canaan (CDOT Property)

MNRR, MTA, CDOT, Consolidated Rail Corporation (Conrail), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) & New York Central Lines, LLC.

Danbury Branch (CDOT Property)

MNRR, MTA, CDOT, Consolidated Rail Corporation (Conrail), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) & New York Central Lines, LLC.

Waterbury Branch (South of Derby JCT, MP 0 to MP 9) - (North of Derby JCT, MP 9 to MP27 MNRR, MTA & CDOT Only)

MNRR, MTA, CDOT, Consolidated Rail Corporation (Conrail), National Railroad Passenger Corporation (Amtrak), Housatonic Railroad Company (Housatonic), Providence & Worcester Railroad (P&W), CSX Transportation, Inc. (CSX) & New York Central Lines, LLC.

Maybrook Line (Beacon Line) (MTA/MN Property)

MNRR, MTA, Connecticut Department of Transportation (CDOT), Housatonic Railroad Company.

For All Insurance Questions Contact:

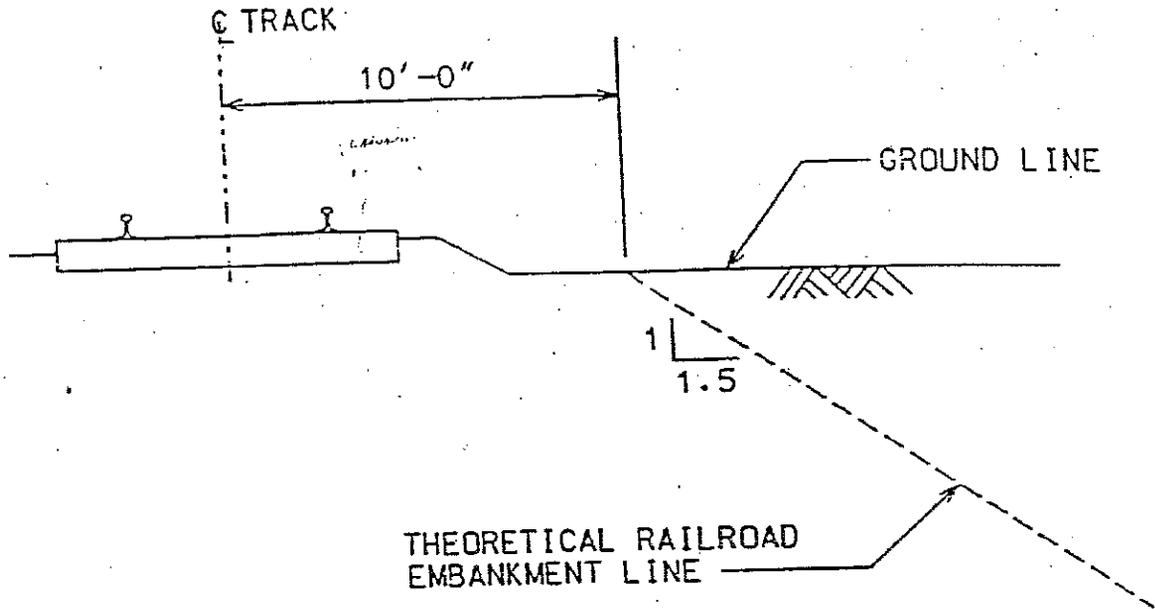
Richard Webster

(646) 252-1430

rwebster@mtahq.org

APPENDIX A

DWG. SK - 1
(2/18/00)



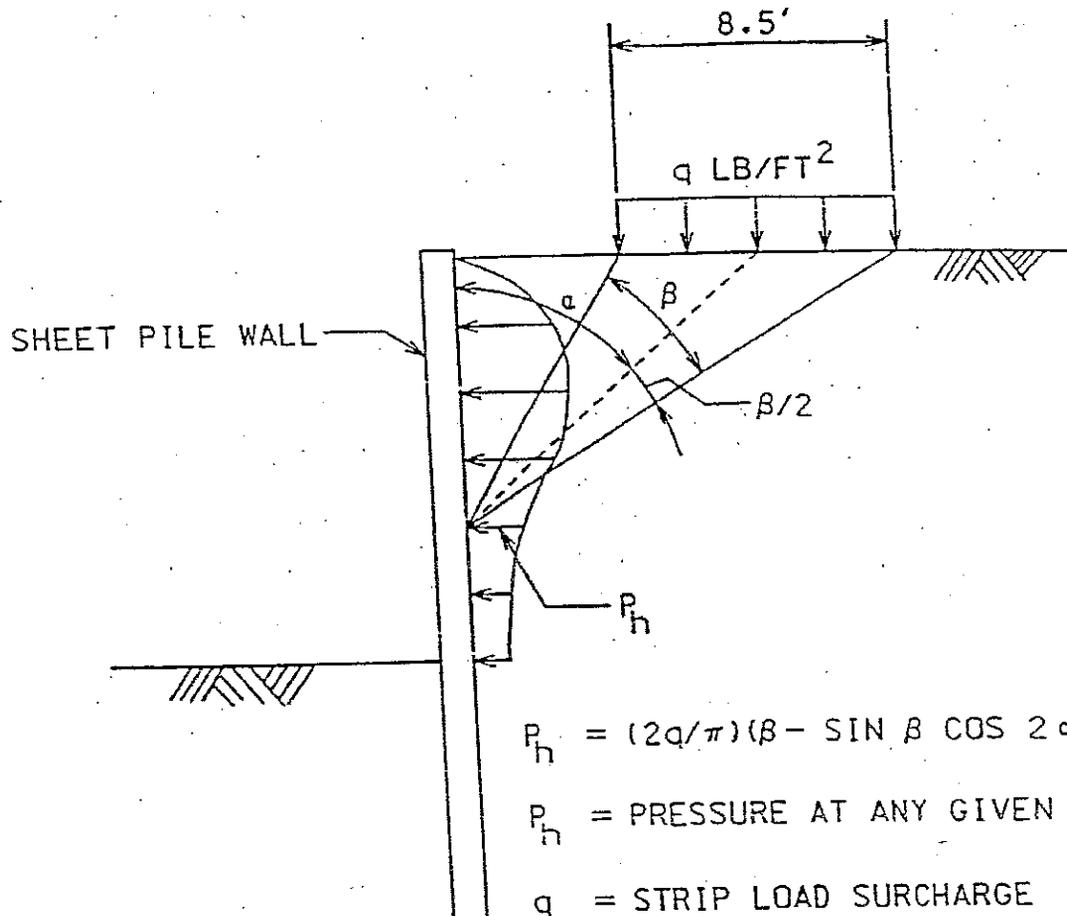
REQUIREMENTS FOR TEMPORARY SHEET PILING ADJACENT TO TRACK

1. STEEL SHEET PILING FOR TRACK SUPPORT IS NOT REQUIRED FOR EXCAVATION OUTSIDE THE THEORETICAL RAILROAD EMBANKMENT LINE. SHORING IN ACCORDANCE WITH OSHA REQUIREMENTS SHALL BE USED IN THIS AREA.
2. STEEL SHEET PILING, DRIVEN PRIOR TO EXCAVATION, IS REQUIRED WHEN EXCAVATION IS WITHIN THE THEORETICAL RAILROAD EMBANKMENT LINE.
3. ALL SHEET PILING IS TO BE DESIGNED FOR AN E-80 LOADING. THE BOUSSINESQ ANALYSIS IS TO BE USED TO DETERMINE THE LATERAL PRESSURE CAUSED BY THE RAILROAD LOADING.

APPENDIX B

DWG. SK - 2
(2/18/00)

LATERAL PRESSURE DIAGRAM



$$P_h = (2q/\pi)(\beta - \sin \beta \cos 2\alpha)$$

P_h = PRESSURE AT ANY GIVEN POINT

q = STRIP LOAD SURCHARGE

α = ANGLE IN DEGREES

β = ANGLE IN RADIANS

LATERAL PRESSURE DUE TO STRIP LOAD

Revised 5/10/07 -RW

APPENDIX C



Metro-North Railroad

CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:	AGREEMENT or CONTRACT Name / Description:
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PRODUCER: ADDRESS: PHONE NUMBER:	CERTIFICATE ISSUANCE DATE:	RIM SYSTEM #
---	-----------------------------------	---------------------

INSURED:	CO	COMPANIES AFFORDING COVERAGE
	LTR	
	A	
	B	
	C	
	D	
	E	

CERTIFICATE HOLDER: Metro-North Railroad / MTA
 Attn: Risk & Insurance Management
 Standards, Enforcement and Claims Unit
 2 Broadway, 21st Floor
 New York, New York 10004

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY (Check all that apply): <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Undergrnd Expl. & Collapse Haz. <input type="checkbox"/> Products/Completed Oper. <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Broad Form Property Dam. <input type="checkbox"/> Personal Injury <input type="checkbox"/> Deductible \$ _____				BODILY INJURY OCC. \$
		BODILY INJURY AGG. \$			
		PROPERTY DAMAGE OCC. \$			
		BI & PD COMBINED OCC. \$			
		BI & PD COMBINED AGG. \$			
		PERSONAL INJURY AGG. \$			
	AUTOMOBILE LIABILITY (Check all that apply): <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos				BODILY INJURY (Per Person) \$
		BODILY INJURY (Per Accident) \$			
		PROPERTY DAMAGE \$			
		BODILY INJURY & PROPERTY DAMAGE COMBINED \$			
	EXCESS LIABILITY (Check all that apply): <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				BODILY INJURY (Per Person) \$
		BODILY INJURY (Per Accident) \$			
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> STATUTORY LIMITS
		EMPLOYER'S LIABILITY \$			
	BUILDER'S RISK (See Note 3)				FULL CONTRACT VALUE
	PROFESSIONAL LIABILITY <input type="checkbox"/> Deductible \$ _____				
	OTHER				

Roll call vote on the foregoing Resolution No. 2010297 resulted as follows:

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

NAYS: 0

ABSENT: 0

Resolution adopted.

Proclamation: Grace Smith House

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

Whereas, Grace Smith House was founded by a group of women from the legal and social work professions to address the growing problem of domestic violence in Dutchess County communities in the mid-1970's; and through a grant a Battered Women's Law Project was set up in Dutchess County, and the Dutchess County Coalition to Aid Battered Women was created to address local needs and to create crisis services and shelter for victims of domestic violence; and

Whereas, the YWCA, in collaboration with the Coalition, set up safe-homes, provide volunteer training to navigate through the court process and undertake the most difficult task of all, convincing others in the community of the need for these special services; and by the end of 1979, forty volunteers were trained and in 1980 the Department of Social Services and the United Way provided funding for paid staff. The YWCA's Battered Women's Service was in operation; and

Whereas, the First Presbyterian Church in Poughkeepsie was looking for the best use of a vacant building the Church owned. Upon learning about the recently formed Coalition, the Church's governing body agreed that the best use of their vacant building was to be used as a shelter for women and children. A board of directors was formed to oversee the financial and managing aspects of the shelter; and

Whereas, the Church and the newly formed Board of Directors consulted a family of a generous church member for use of her name for the organization. Grace Smith was a role model for her children and an active Church and community volunteer. Grace Smith's family agreed to the use of her name for the newly formed agency; and in June of 1981 the Grace Smith House Board of Directors hired its first Executive Director and the doors opened to victims of domestic violence on July 15, 1981; and

Whereas, over the years, Grace Smith House has collaborated and generated a positive response from the police, social service workers, the District Attorney's office, Family and Criminal Courts in recognizing the special needs of women and children who came to the shelter; and Grace Smith House has developed a children's program followed by an outreach program, substance abuse services and employed bi-lingual counselors so that they could competently serve all in need; and

Whereas, as time progressed, a need for safe, affordable housing was developed for the women and children leaving the shelter. In 1987, two dilapidated factory buildings in Poughkeepsie were identified. Through much work and nineteen forms of funding, the buildings were purchased and renovated into apartments, offices, and meeting rooms. In 1988, apartment rental began to women and children leaving the shelter, this is presently known as Brookhaven; and

Whereas, in 1993, Grace Smith House developed a new shelter funded by a New York State Grant. It provided additional beds for twenty women and children and has handicapped accessible bedrooms, a large kitchen and living spaces, as well as play areas for the children. Additionally, another building was purchased in 1994, which houses ten more beds; and in 1996 a forty-bed shelter opened in Northeast Dutchess County in response to a need for rural shelter services and support; and over the past thirty years, Grace Smith House has sheltered thousands of women and their children; now, therefore be it

Resolved, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby congratulate and commend the Grace Smith House on their current mission to help the battered women and children be safe and secure in Dutchess County, and that the Dutchess County Legislature does hereby extend to the volunteers, board members and employees of Grace Smith House and all project partners its best wishes in implementing successful and ongoing programs and all their future endeavors.

STATE OF NEW YORK

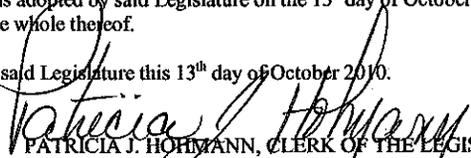
ss:

Resolution No. 2010298

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010298 entitled, Proclamation: Grace Smith House was adopted by unanimous consent.

Condolence: Mary J. Thomes

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

Whereas, The Dutchess County Legislature has learned with sadness and regret of the recent death of Mary J. Thomes on September 12, 2010, surrounded by her family at the Dutchess Center for Rehabilitation and Healthcare in Pawling, New York; and

Whereas, Mary J. Thomes was born April 1, 1921, in Bergenfield, New Jersey. She was the daughter of William H. and Mary Hines Regan. She was a graduate from Holy Angels Academy, Fort Lee, New Jersey; and

Whereas, Mary J. Thomes was elected to Kappa Delta Pi, the National Educational Honor Society and Who's Who in American Colleges and Universities in 1943; and

Whereas, Mary married Augustus "Gus" J. Thomes in Bergenfield on September 9, 1943 and thereafter, moved to Pawling, New York in 1958, immersing themselves in to a community they loved and began raising their two children Marikay and Dutchess County Legislator John Michael along with several grandchildren and great-grand children; and

Whereas, Mary and Gus established the Horn & Thomes Funeral Home where they served many Dutchess County families in their time of need, the business remains family owned and continues to serve the community; and

Whereas, Mary was a teacher and taught school in the Stamford Connecticut School System for six years; thereafter, Mary taught in the Pawling School District until she retired in 1976; and

Whereas, Mary participated in many community activities such as being a member of the Dutchess County Retired Teachers Association, the New York State Retired Teacher's Association; Mary was a faithful parishioner of St. John's Church; a member of the Court Johannine, Catholic Daughter's of America and the Rosary Society; She was a former president of the Pawling Health Association, Pawling Historical Society; Pawling Garden Club, Pawling Grange and the Pawling Rotary Club where she was a Paul Harris Fellow ; now, therefore, be it

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

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Mary J. Thomes.

STATE OF NEW YORK

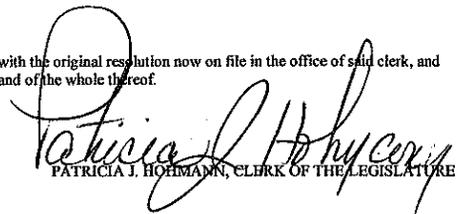
Resolution No. 2010299

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 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010299 entitled, Condolence: Mary J. Thomes was adopted by unanimous consent.

Condolence: John W. Armstrong

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

Whereas, The Dutchess County Legislature has learned with sadness and regret of the recent death of John W. Armstrong on October 1, 2010, and

Whereas, John W. Armstrong was born July 1, 1933, in Poughkeepsie, New York. He attended Catholic schools through the 8th grade and went on to graduate from Poughkeepsie High School, and

Whereas, thereafter, John worked as a mechanical engineer and manager for IBM in New York, Boca Raton, Florida and Raleigh, North Carolina, and

Whereas, John is survived by his wife Maureen King Armstrong who he was happily married to for almost 30 years and the couple have had seven children and stepchildren, John Armstrong Jr., Michael Armstrong, Lisa Rudle, Leslie Armstrong Kelly, David Armstrong, Matt Ciarfella, Patty Alexander, and Mark Ciarfella and eleven (11) grandchildren who he loved dearly, and

Whereas, John W. Armstrong had a passion for working on any project that took him to a hardware store, his favorite place was Home Depot, he referred to as ABloomingdales for Men@, and

Whereas, John served on the Dutchess County Legislature from 1974 to 1977, representing District 8 in the Town of Wappinger and Chaired the Public Safety Committee, and served on the Environmental Control, Planning and Capital Projects, Human Services, Finance and Transportation Committees, and

Whereas, he was also a member of the New York Army National Guard for 30 years; and served as president of various community association boards in Jupiter=s Abacoa neighborhood, now, therefore, be it

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

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late John W. Armstrong.

STATE OF NEW YORK

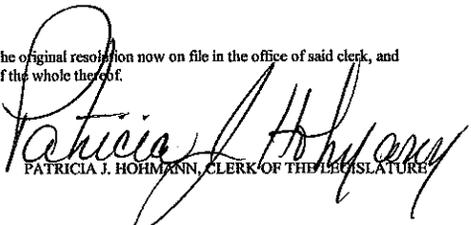
Resolution No. 2010300

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010300 entitled, Condolence: John Armstrong was adopted by unanimous consent.

Condolence: Dr. Joseph D. Ross

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

Whereas, the Dutchess County Legislature has learned with sadness and regret of the recent death of Dr. Joseph D. Ross on October 3, 2010, in Palo Alto, California, with loved ones around him, and

Whereas, he was born December 9, 1925, in Poughkeepsie, New York, he was the son of vaudeville acrobat Joseph Ross and Mildred (Damanda) Ross, and

Whereas, Joseph D. Ross attended and graduated from Poughkeepsie schools and thereafter, attended Union College and New York Medical College, and

Whereas, Joseph D. Ross served his Country in the Army Air Corps in World War II, and

Whereas, Joe married Eileen McVeigh of Amenia, New York on April 28, 1956, she pre-deceased him in 1996. The loss of his beloved wife prompted him to write about his love and grief for Eileen, in a book entitled, "I Believe There Is No Death", and

Whereas, Joe and Eileen had six (6) children together, Theresa Osborn, Nancy Ross, Joseph Ross III, James Ross, Nicholas Ross and Eileen Ross. They have fifteen (15) grandchildren, and

Whereas, Dr. Joseph D. Ross, known as "the Doc" was a native and longtime resident, beloved physician (obstetrician and gynecologist) who delivered more than 2,000 babies and served as the Dutchess County Medical Examiner for nearly two decades. Dr. Ross brought life into this world and escorted it out to its final journey, and

Whereas, "the Doc" was a well-known and vocal figure at a generation of Poughkeepsie Little League, Holy Trinity, Our Lady of Lourdes High School and Marist College sports. He enjoyed playing and coaching sports especially, tennis, and

Whereas, Dr. Ross's philosophy was "There are only two things that actually count in this world. They are: one, faith, and two, love. That is all that we can take with us on our next journey", now, therefore, be it

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

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Dr. Joseph D. Ross.

STATE OF NEW YORK

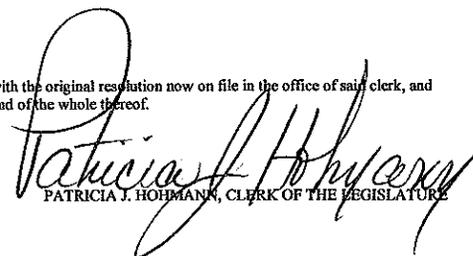
Resolution No. 2010-01

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 13th day of October 2010, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of October 2010.


PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

The foregoing Resolution No. 2010301 entitled, Condolence: Dr. Joseph D. Ross, Jr. was adopted by unanimous consent.

LAY ON DESKS 10-13-10
Government Services and Administration
Revised and Relaid on Desks 11/4/10

RESOLUTION NO. 2010302

RE: RESOLUTION INTRODUCING A LOCAL LAW AMENDING THE
DUTCHESS COUNTY CHARTER AS IT PERTAINS TO SECTION 2.01,
COUNTY LEGISLATURE; MEMBERSHIP; ELECTION; TERM;
REAPPORTIONMENT.

Legislators COOPER, FORMAN, KELSEY and HUTCHINGS offer the following and
move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopts Local Law No. 5
of 2011, which has been submitted this day for consideration by said Legislature.

VETO

OVERRIDDEN

1-24-2011

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 7th day of December, 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 7th day of December 2010

Patricia J. Hohmann
PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 5 OF 2011

RE: A LOCAL LAW, AMENDING THE DUTCHESS COUNTY CHARTER AS IT PERTAINS TO SECTION 2.01, COUNTY LEGISLATURE; MEMBERSHIP; ELECTION; TERM; REAPPORTIONMENT

BE IT ENACTED BY THE County Legislature of the County of Dutchess as follows:

SECTION 1: Legislative Intent:

Local Law No.: 4 of 2009 entitled "A Local Law Amending the Dutchess County Charter as it pertains to Section 2.01, County Legislature; Membership; Term; Reapportionment," is hereby repealed in its entirety.

SECTION 2: Amendment to the Dutchess County Charter:

Section 2.01 of the Charter of the County of Dutchess shall be amended to read as follows:

Section 2.01. County Legislature; Membership; Election; Term; Reapportionment.
There shall be a County Legislature composed of Legislators elected from single member districts prescribed in such local laws of reapportionment as may from time to time be applicable. Each Legislator shall be deemed a County Officer and shall be elected at a general odd-numbered year election for a term of two years. At the time of his/her nomination and election, and throughout his/her term of office, each Legislator shall be and remain an elector of the district from which he/she is elected. Hereafter, the County Legislature, by a Local Law subject to permissive referendum., shall reapportion its membership within two years after the publication of each federal decennial census in a manner consistent with constitutionally and legally accepted principles of legislative representation, but in no event shall the number of Legislators exceed twenty-five (25) Notwithstanding any other provision of this Charter to the

contrary, such local law of reapportionment shall not be subject to disapproval by the County

Executive

SECTION 3: Separability.

If any part of this local law is found to be illegal by a Court of competent jurisdiction, the remaining sections shall remain in full force and effect.

SECTION 4: Effective Date.

This Local Law shall take effect upon its filing with the Secretary of State.

Section 2.01. County Legislature; Membership; Election; Term; Reapportion-

(a) There shall be a County Legislature composed of Legislators elected from single member districts prescribed in such local laws of reapportionment as may from time to time be applicable. Each Legislator shall be deemed a County Officer and shall be elected at a general odd-numbered year election for a term of two years. At the time of nomination and election, and throughout the term of office, each Legislator shall be and remain an elector of the district from which he or she is elected.

(b) Hereafter, the County Legislature, by local law subject to permissive referendum, shall reapportion its membership within nine months after the publication of each federal decennial census in a manner consistent with constitutionally and legally accepted principles of legislative representation, but in no event shall the number of Legislators exceed twenty-five (25).

(c) Dutchess County Legislative District Boundaries shall be recommended by an advisory committee consisting of five (5) members, two of whom shall be appointed by the Majority Caucus and two of whom shall be appointed by the Minority Caucus. Upon the affirmative vote of no less than three such advisory committee members they shall select a fifth member to serve as its chairperson. No more than two members shall be of the same political party. No member of the advisory committee shall be employed by or hold any elected or appointed office and no member shall be an officer of any political party. The Legislative staff shall provide technical assistance for the committee sufficient to support its reasonable and necessary activities. Vacancies on the committee shall be filled in the same manner that the initial appointment was made. No member of the committee shall run for the Legislature within two years after serving as a member of the committee.

(d) The Advisory Committee shall consider as criteria the constitutionally and legally acceptable principles of representation, and it shall consider the following factors:

1. Population Equity.
2. Contiguity.
3. Unity of Villages and Towns.
4. Compactness.

(e) The Advisory Committee shall be formed no later than two (2) months after publication of each regular federal census. The Advisory Committee may conduct meetings and hearings at any place in Dutchess County as it deems necessary, shall keep records of its proceedings, and shall report from time to time to the Chairman of the County Legislature detailing the state of its progress. Within six (6) months of publication of the results of each regular federal census, the Advisory Committee shall submit to the County Legislature its recommendations for changes in the boundaries of Legislative Districts. The Advisory Committee's recommendations shall be in the form of a plan of redistricting. The Advisory Committee may submit one or more plans for

consideration by the County Legislature, and a majority of the County Legislature may reject, adopt, or amend and adopt, a submitted plan. A majority of the County Legislature may also return a plan to the Advisory Committee with a list of objections for the Advisory Committee's consideration in forming a revised plan. Should the County Legislature return a plan to the Advisory Committee, the Advisory Committee shall have one (1) month to submit a revised plan. Should the Advisory Committee fail to submit a plan within the deadlines contained in this paragraph, the Advisory Committee is discharged and a majority of the County Legislature may adopt a plan of redistricting notwithstanding any work product or recommendations of the Advisory Committee.

(f) The members of the Advisory Committee shall serve without compensation and shall serve at the pleasure of their respective appointing authority. Each Advisory Committee shall expire thirty (30) days after the County Legislature has approved revisions in the boundaries of the Legislative Districts. If appropriate and legal revisions of the boundaries of Legislative Districts are not adopted by the County Legislature within nine (9) months of the publication of the results of the federal census, then the County Attorney is directed to make application to a court of appropriate jurisdiction for the appointment of a Special Master to prepare a redistricting plan for the Legislative Districts containing substantially equal citizen population and such other factors as required by law.

(g) Notwithstanding any other provision of this Charter to the contrary, such local law of reapportionment shall not be subject to disapproval by the County Executive but shall be subject to permissive referendum.

Section 2.02. Powers and Duties. The County Legislature shall be the legislative, appropriating and policy determining body of the County. Except as may otherwise be provided herein, it shall have and exercise all the legislative powers and duties now or hereafter conferred or imposed by State law or this Charter upon a board of supervisors or a legislative body of a county, and all powers and duties necessarily implied or incidental thereto.

Among such powers and duties, but not by way of limitation, it shall:

(a) make appropriations, levy taxes, incur indebtedness and adopt the County budget;

(b) enact, amend or rescind local laws, ordinances, legalizing acts or resolutions, subject to approval of the County Executive as provided in section 3.02 (i) of this Charter;

(c) adopt, amend or repeal, by local law, an Administrative Code which shall set forth the details of administration of the County government consistent with the provisions of the Charter;

(d) adopt by resolution all necessary rules and regulations for its own conduct and procedure;



Dutchess
County
Executive

Dutchess

William R. Steinhaus
County Executive

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

MEMORANDUM

TO: Patricia J. Hohmann, Clerk of the Legislature

FROM: Anne-Marie Dignan, Executive Secretary *AMD*

RE: Resolution No. 2010302 adopted December 7, 2010

DATE: January 7, 2011

Resolution Number 2010302, a local law, is returned vetoed with the attached memo from the County Executive.

A public hearing was held on December 20, 2010. A copy of the Note on Public Hearing as well as Affidavit of Publication is attached.

Enc.



Dutchess
County
Executive

Dutchess

William R. Steinhaus
County Executive

22 Market Street
Poughkeepsic
New York
12601

(845) 486-2000
Fax (845) 486-2021

MEMORANDUM

To: All Legislators

From: William R. Steinhaus, County Executive 

Date: January 7, 2011

Re: *Resolution Number 2010302, A Local Law Amending the Dutchess County Charter as it Pertains to Section 2.01, County Legislature; Membership; Election; Term; Reapportionment*

During the consideration of the local law on reapportionment a number of important comments were made by legislators.

Legislator Michael Kelsey said:

The Legislature should not delegate this responsibility ...

...legislators should be the ones making those decisions.

...this gives the redistricting authority back to where he claims it belongs: the county legislature.

...some of the authorities given to us are non-delegable.

I agree.

Legislator Dale Borchert said:

...people of our districts elect us to come here to do the work of the Legislature and it is the work of the Legislature to draw these districts.

It is the responsibility of the people in this room to make these decisions.

I agree.

DUTCHESS COUNTY LEGISLATURE
2011 JAN 7 10 01

* * * *

During my 35 years in county government I have observed the reapportionment process several times – including the transition from the Board of Supervisors to the Board of Representatives to the now County Legislature.

I have also had the perspective of my academic major and degree in Political Science and, perhaps most importantly, I had the unique benefit of having Jack Lippman as my government studies professor at Dutchess Community College. Professor Lippman served as the Chairman of the Charter Commission in 1967 that led to the referendum adoption of the current Charter form of government.

I can fully appreciate the contrasting views expressed in the 2009 local law adopted by the majority Democrat caucus at the time, as well as the 2011 proposed local law representing the position of the now majority Republican caucus currently on my desk for consideration.

Additionally, as the Executive of the county representing the broader population of nearly 300,000 residents of the county, I believe I can understand the cynicism and distrust held by some citizens who observe the reapportionment process when it occurs at the federal, state and local level. Too frequently, it just isn't pretty, and it does not endear positive public reaction. Just look at some of the congressional, state, and county legislative districts that include Dutchess County and we can easily see evidence that the process needs improvement.

I do not believe the 2009 county law currently on the books is practical and, therefore, it needs to be repealed. But it does attempt to capture some elements that have merit.

I also believe the 2011 proposed local law can be improved quite easily with elements added to it to embrace a more proactive outreach of public participation and balanced political process considerations.

Aside for the need to improve the reapportionment process, the 2009 and 2011 laws also share a common substantial flaw demanding attention.

Both laws provide for continuation of the unwieldy, inefficient and unproductive 25 district legislative body.

In the spirit and accomplishment of the bold restructuring, reorganization and downsizing in the service side of county government, **Dutchess County needs desperately to shrink its legislative body from 25 down to 15 legislators.** It is clear to me many of the issues the Legislature fails to address year after year, decade after decade, and fails to reach consensus on, is a direct result of several factors. Twenty-five legislators make for too many personalities, too many personal agendas, too many political crusades, and create a structure where too many individual legislators put more parochial interests ahead of the broader county needs and interests. This all causes distraction from the focus on the larger strategic problem-solving that should be the County Legislature's main focus.

One of the most damaging factors year after year, no matter the party in charge, or the issue, or the year or decade, is the Legislature lacks adequate internal communication between and among the 25 legislators which then leads to flawed decision making and repeated misunderstandings.

It's no wonder some legislators often get left out of the communication loop on one issue or another.

The public is screaming for smaller, more efficient streamlined government that costs less, and is more responsive to actually solve their problems, and the Dutchess County Legislature has an opportunity to give it to them.

Let me address a couple of the "arguments" that are often heard from politicians hoping to hold on to their seat:

No, reducing from 25 down to 15 legislators does not mean legislators need to be full time or be paid more - so let's dispel that right away.

It also does not mean, as some will argue, that legislators will have to work harder or longer because their district is bigger or because they represent more residents.

In fact, legislators would find having only 15 individuals will provide for more concise discussion, make the ability to conduct their business more efficient, more streamlined and most importantly, more productive.

And as a counter point to the view some will offer that 15 is too small let me offer this context. As a board member on the *National Association of Counties, (NACo)*, I can tell you across this nation the predominant form of county government has county legislative/council/commission bodies of 3, 5, 7 or 9 members. When I tell my fellow county officials from other states that Dutchess has 25 members, they are shocked.

This government can serve the residents of our county effectively and get consensus on issues far more quickly with 15 members than 25. Then perhaps long term issues that have dogged the Legislature as not solved or not attended to for years can actually be addressed and solutions achieved for the residents of this county. After all, that is the job of the Legislature.

Another compelling reason to reduce the Legislature from 25 to 15 districts is the approximate \$300,000 in savings for legislator's benefits, salaries and expenses that would be realized.

Today, I respectfully veto the proposed 2011 Local Law on reapportionment but also agree the 2009 Local Law should be repealed. Legislative and political party leaders need to have a dialogue and find a balance to embrace a reapportionment law that the people can have confidence in and that reduces the legislative body to 15 legislators.

Just as I started this veto message, I restate: I do believe the technical drawing and reapportionment of districts is the duty, responsibility and authority of the county legislature itself. However, to fulfill my duties and responsibilities as the elected Executive of the county I need to see legislation I can support, one that meets the needs of the residents of this county for the next decade. I respectfully request that law should embrace some of the principles cited above.

I believe the Legislature needs to produce a process that earns the public's confidence. The process should include a November referendum shrinking the Legislature to 15 and the redistricting could take place in 2012 for the 2013 elections.

No conversation was initiated by any legislators with the Executive over the recent months leading up to this issue coming to my desk. Should legislators wish to discuss proposed alternative laws with me, I am more than willing to share my thoughts with you as you feel necessary.

cc: Patricia Hohmann, Clerk of the Legislature
County Elected Officials
Department Heads

NOTES ON PUBLIC HEARING
Resolution No. 2010302
December 20, 2010

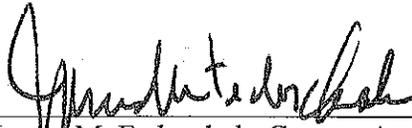
The meeting was declared open at 10:00 a.m. by the presiding officer, James M. Fedorchak, County Attorney, acting for County Executive William R. Steinhaus.

The Legal Notice invited interested parties to be heard concerning:

A local law amending the Dutchess County Charter as it pertains to section 2.01, County Legislature; Membership; Election; Term; Reapportionment

There were no appearances, submissions or requests to send in statements.

The Public Hearing was declared closed at 10:07 a.m.



James M. Fedorchak, County Attorney
acting for:
William R. Steinhaus, Dutchess County Executive

December 20, 2010

Date

SOUTHERN DUTCHESS NEWS
NORTHERN DUTCHESS NEWS
84 EAST MAIN STREET
WAPPINGERS FALLS, NY 12590

Affidavit of Publication

To: DUTCHESS CTY EXECUTIVE OFFICE
22 MARKET ST
POUGHKEEPSIE, NY 12601

Re: Legal notice #86257

State of NEW YORK }
County of DUTCHESS } SS:

I, JOAN MILLER, being duly sworn, depose and say: that I am the Publisher of Southern Dutchess News, a weekly newspaper of general circulation published in WAPPINGERS FALLS, County of DUTCHESS, State of NEW YORK; and that a notice, of which the annexed is a printed copy, was duly published in Southern Dutchess News once on 12/15/10.



Sworn to before me this 15th day of December, 2010



NANCY HYDUKE
Notary Public, State of NEW YORK
No. 01HY6221990
Qualified in DUTCHESS County
My commission expires on June 14, 2014

LEGAL NOTICE
NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Executive of Dutchess County in the County Office Building, County Attorney's Conference Room, 5th Floor, 22 Market Street, Poughkeepsie, New York, on the 20th day of December, 2010 at 10:00 a.m. on the following local law:
A local law amending the Dutchess County Charter as it pertains to Section 2.01, County Legislature; Membership; Election; Term; Reapportionment
At said time and place, all parties interested will be heard.
DATED:
December 10, 2010
William R. Steinhaus
Poughkeepsie, New York
County Executive

Poughkeepsie Journal

Poughkeepsie, N.Y.

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess
City of Poughkeepsie

Rita Lombardi, of the City of Poughkeepsie,
Dutchess County, New York, being duly sworn, says
that at the several times hereinafter mentioned he/she
was and still is the Principle Clerk of the Poughkeepsie
Newspapers Division of Gannett Satellite Information
Network, Inc., publisher of the Poughkeepsie Journal, a
newspaper published every day in the year 2010 in the
city of Poughkeepsie, Dutchess County, New York, and
that the annexed Notice was duly published in the said
newspaper for one insertion
successively, in each week, commencing on the 15th
day of Dec. in the year of 2010 and
on the following dates thereafter, namely on:

And ending on the _____ day of _____ in
the year of 2010, both days inclusive.

Rita Lombardi
Subscribed and sworn to before me this 16th day
of December in the year of 2010.

Rose Ann Simpson
Notary Public

My commission expires 1/4/2014

LEGAL NOTICE
NOTICE IS HEREBY
GIVEN that a public
hearing will be held by
the County Executive of
Dutchess County in the
County Office Building,
County Attorney's Con-
ference Room, 5th
Floor, 22 Market Street,
Poughkeepsie, New
York, on the 20th day of
December, 2010 at 10:00
a.m. on the following lo-
cal law:
A local law amending
the Dutchess County
Charter as it pertains to
Section 2.01, County
Legislature; Mem-
bership; Election; Term;
Reapportionment
At said time and place,
all parties interested
will be heard.
DATED: December 10,
2010
Poughkeepsie, New
York
William R. Steinhaus
County Executive
8121

ROSE ANN SIMPSON
Notary Public, State of New York
No. 01S16215893
Qualified in Dutchess County
Commission Expires January 4, 2014

Government Services and Administration Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper*		
District 6 - Town of Poughkeepsie	Flesland*		
District 14 - Town of Wappinger	Goldberg*		
District 7 - Town of Hyde Park	Kuffner*		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss (C)		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman (VC)		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: _____ Resolution: _____ Total : _____
 Absent: _____ Motion: _____ Yes _____ No _____
 Vacant: _____ Abstentions: _____

*Unanimous
Tabled*

2010302 Resolution Introducing a Local Law Amending the Dutchess County Charter as it Pertains to Section 2.01, County Legislature; Membership; Election; Term; Reapportionment

Date: 12/2/10

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	✓	
District 6 - Town of Poughkeepsie	Flesland	✓	
District 14 - Town of Wappinger	Goldberg		✓
District 7 - Town of Hyde Park	Kuffner		✓
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Horn	✓	
District 3 - Town of LaGrange	Borchert	✓	
District 4 - Town of Hyde Park	Sadowski, Jr.	✓	
District 5 - Town of Poughkeepsie	Roman	✓	
District 9 - City of Poughkeepsie	White		✓
District 10 - City of Poughkeepsie	Jeter-Jackson		✓
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 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 17 - Town and Village of Fishkill	Miccio	Absent	
District 18 - City of Beacon	Forman	✓	
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: 17 7
 Absent: 1 Motion: X Yes No
 Vacant: 0 Abstentions:

Discharge from council
 LK Re-appointment next

2010302

12/7/10

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	✓	
District 6 - Town of Poughkeepsie	Flesland	✓	
District 14 - Town of Wappinger	Goldberg		✓
District 7 - Town of Hyde Park	Kuffner		✓
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Horn	✓	
District 3 - Town of LaGrange	Borchert	✓	
District 4 - Town of Hyde Park	Sadowski, Jr.	✓	
District 5 - Town of Poughkeepsie	Roman	✓	
District 9 - City of Poughkeepsie	White		✓
District 10 - City of Poughkeepsie	Jeter-Jackson		✓
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 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		✓
District 17 - Town and Village of Fishkill	Miccio	Absent	
District 18 - City of Beacon	Forman	✓	
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: X

Total: 17 7
 Yes No
 Abstentions:

Calling Question

on # 2010302

12/7/10

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		✓
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	✓	
District 6 - Town of Poughkeepsie	Flesland		✓
District 14 - Town of Wappinger	Goldberg		✓
District 7 - Town of Hyde Park	Kuffner		✓
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Horn	✓	
District 3 - Town of LaGrange	Borchert	✓	
District 4 - Town of Hyde Park	Sadowski, Jr.	✓	
District 5 - Town of Poughkeepsie	Roman	✓	
District 9 - City of Poughkeepsie	White		✓
District 10 - City of Poughkeepsie	Jeter-Jackson		✓
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 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		✓
District 17 - Town and Village of Fishkill	Miccio	Absent	
District 18 - City of Beacon	Forman	✓	
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: X Total: 14 10
 Absent: 1 Motion: — Yes No
 Vacant: 0 Abstentions: —

2010302 Resolution Introducing a Local Law Amending the Dutchess
 County Charter as it Pertains to Section 2.01, County Legislature;
 Membership; Election; Term; Reapportionment

Date: 12/7/10

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Cooper	✓	
District 6 - Town of Poughkeepsie	Flesland	✓	
District 14 - Town of Wappinger	Goldberg		✓
District 7 - Town of Hyde Park	Kuffner		✓
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Horn	✓	
District 3 - Town of LaGrange	Borchert	✓	
District 4 - Town of Hyde Park	Sadowski, Jr.	✓	
District 5 - Town of Poughkeepsie	Roman	✓	
District 9 - City of Poughkeepsie	White		✓
District 10 - City of Poughkeepsie	Jeter-Jackson		✓
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 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		✓
District 17 - Town and Village of Fishkill	Miccio	✓	
District 18 - City of Beacon	Forman	✓	
District 20 - Town of Red Hook	Traudt	✓	
District 21 - Town of East Fishkill	Horton		✓
District 22 - Town of Beekman	Hutchings	✓	
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes	✓	
District 24 - Towns of Dover and Union Vale	Surman	✓	
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey	✓	

Present: 25 Resolution: Total : 17 8
 Absent: 0 Motion: X Yes No
 Vacant: 0 Abstentions: 0

VETO OVERRIDE

2010302 RESOLUTION INTRODUCING A LOCAL LAW AMENDING THE DUTCHESS COUNTY CHARTER AS IT PERTAINS TO SECTION 2.01, COUNTY LEGISLATURE; MEMBERSHIP; ELECTION; TERM; REAPPORTIONMENT.

Date: 1/24/11

The foregoing Resolution No. 2010302, Local Law No. 5 of 2011 was laid on the desk at this time and was tabled in Government Services Committee on December 2, 2010. Legislator Kelsey motioned to Discharge Resolution No. 2010302 duly seconded by Legislator Cooper at the December 7, 2010 Regular Board Meeting.

Roll call vote on the foregoing motion resulted as follows:

AYES: 17 Rolison, Cooper, Flesland, Horn, Borchert, Sadowksi, Roman, Weiss, Bolner, Incoronato, Forman, Traudt, Horton, Hutchings, Thomes, Surman, Kelsey.

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

ABSENT: 1 Miccio.

Motion adopted.

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

Legislator Kelsey motioned to suspend the rules to allow the public to address the Legislature duly seconded by Legislator Forman.

Patrick Kelly, resident, Town of Red Hook, spoke in opposition to Resolution No. 2010302 entitled, "A Local Law Amending the Dutchess County Charter as it Pertains to Section 2.01, County Legislature; Membership; Election; Term; Reapportionment".

Legislator Kelsey motioned to resume the regular order of business duly seconded and unanimously carried.

Legislator Hutchings "Called the Question" duly seconded. Roll call vote on the foregoing motion resulted as follows:

AYES: 17 Rolison, Cooper, Flesland, Horn, Borchert, Sadowksi, Roman, Weiss, Bolner, Incoronato, Forman, Traudt, Horton, Hutchings, Thomes, Surman, Kelsey.

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

ABSENT: 1 Miccio.

Motion adopted.

Roll call vote on the foregoing Resolution No. 2010302 resulted as follows:

AYES: 14 Cooper, Horn, Borchert, Sadowksi, Roman, Weiss, Bolner, Incoronato, Forman, Traudt, Hutchings, Thomes, Surman, Kelsey.

NAYS: 10 Rolison, Flesland, Goldberg, Kuffner, Doxsey, White, Jeter-Jackson, Tyner, MacAvery, Horton.

ABSENT: 1 Miccio.

Resolution adopted.

The County Executive held a public hearing on the foregoing local law on Monday, December 20, 2010 at 10 am and the County Executive vetoed Resolution No. 2010302 on January 7, 2011.

Legislator Forman motioned to override the County Executive's veto of January 7, 2011 of Resolution No. 2010302 entitled "Resolution Introducing a Local Law Amending the Dutchess County Charter as it Pertains to Section 2.01, County Legislature; Membership; Election; Term; Reapportionment".

Roll call vote on the foregoing motion resulted as follows:

Ayes: 17 Bolner, Borchert, Cooper, Flesland, Forman, Horn, Hutchings, Incoronato, Kelsey, Miccio, Rolison, Roman, Sadowski, Surman, Thomes, Traudt, Weiss.

Nays: 8 Doxsey, Goldberg, Horton, Jeter-Jackson, Kuffner, MacAvery, Tyner, White.

Absent: 0

Motion adopted.

Veto overridden. The foregoing Resolution No. 2010302 – Local Law No. 5 of 2011 became effective on February 3, 2011.

Lay on Desks 10-13-10
Government Services & Administration
Revised and re-laid on desks 11-4-10
PULLED BY SPONSOR

RESOLUTION NO. 2010303

RE: A LOCAL LAW BANNING THE SALE OF CERTAIN
SYNTHETIC CANNABINOIDS IN DUTCHESS COUNTY

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

RESOLVED, that the Legislature of the County of Dutchess adopts Local Law No. ____
of 2010, which has been submitted this day for consideration by said Legislature.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of December, 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 7th day of December 2010.

PATRICIA J. HOHMANN, CLERK OF THE LEGISLATURE

LOCAL LAW NO. OF 2010

RE: A LOCAL LAW BANNING THE SALE OF CERTAIN SYNTHETIC
CANNABINOIDS IN DUTCHESS COUNTY

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

BE IT ENACTED BY THE County Legislature of the County of Dutchess as follows:

SECTION 1: Legislative Intent:

This Legislature hereby finds and determines that a new series of products have become available in the United States that contain chemicals, called synthetic cannabinoids, that produce the effects similar to marijuana when ingested or inhaled.

The Legislature finds that synthetic cannabinoids are chemically similar to THC, the psychoactive ingredient in marijuana, but are much stronger and faster acting.

This Legislature also finds and determines that products like K2, Spice, Genie and Zohai are blends of herbs and spices that are sprayed with two synthetic cannabinoids, JWH-018 and JWH-073.

This Legislature further finds and determines that while products like K2 and Spice are sold as incense, they are rapidly gaining popularity across the United States, particularly among teenagers, as a smoked herb providing a legal "high" alternative to marijuana.

This Legislature further finds that using synthetic cannabinoids can cause rapid heart beat, dangerously high blood pressure, loss of consciousness, seizures, vomiting, anxiety, extreme agitation, paranoia, hallucinations and psychotic episodes.

This Legislature also finds that studies indicate that individuals using JWH-018 and JWH-073 may develop chemical dependencies, demonstrate addictive behavior and suffer withdrawal symptoms when they stop using these chemicals.

This Legislature also finds that synthetic cannabinoids are not detectable by current drug tests, making them easy to abuse.

This Legislature determines that JWH-018 and JWH -073 are unregulated by the United States and can be produced by anyone, including children.

This Legislature further determines that JWH-018 and JWH-073 have been banned throughout most of Europe.

This Legislature also determines that legislation has been adopted in the states of Alabama, Georgia, Kansas, Kentucky, Louisiana, Missouri, Tennessee and Arkansas. Illinois, Michigan, New York and New Jersey are also considering bans, which would criminalize, ban or restrict the possession or sale of JWH-018 and JWH.

Therefore, the purpose of this law is to ~~ban~~ prohibit the sale or possession of JWH-018 and JWH-073 in Dutchess County.

Section 2. Definitions:

As used in this law, the following terms shall have the meanings indicated:

"JWH-018" shall mean the chemical 1-pentyl-3-(1-naphthoyl)indole.

"JWH-073" Shall mean the chemical 1-butyl-3-(1-naphthoyl)indole.

Section 3. Prohibitions:

No person shall sell or offer for sale or give away or possess the chemicals JWH-018 and JWH-073 or any products containing said chemicals within the County of Dutchess. Any product labeled K2, Spice, Genie, Zohai; and the like shall be presumed to contain such chemicals.

Section 4. Penalties:

~~Any person, firm, corporation, partnership, association, limited liability company, or other entity that violates the provisions of this article shall be subject to a civil penalty if not more than \$500.00 per violation.~~

A person is guilty of the unlawful sale or possession of JWH-018 or JWH-073 when they knowingly and unlawfully possess or sell JWH-018 or JWH-073.

Unlawful sale or possession of JWH-018 or JWH-073 is a violation punishable only by a fine of not more than one hundred dollars. However, where the defendant has previously been convicted of an offense defined in this article, committed within the three years immediately preceding such violation, it shall be punishable (a) only by a fine of not more than two hundred dollars, if the defendant was previously convicted of one such offense committed during such period, and (b) by a fine not more than two hundred and fifty dollars or a term of imprisonment not in excess of fifteen days or both, if the defendant was previously convicted of two such offenses committed during such time period.

Section 5. Applicability:

This law shall apply to all actions occurring on or after the effective date of this law.

Section 6. Reverse Preemption:

This law shall be null and void on the day that statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this article, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Dutchess. The County Legislature may determine via mere resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

Section 7. Severability:

If any Section of this Local law or the application thereof to any person or circumstance shall be adjudged invalid by the court of competent jurisdiction, such order or judgment shall be confirmed in its operation to the controversy in which it was rendered, and shall not effect or invalidate the remainder of any other provision or any section or the application of any part thereof to any other person or circumstance and to this end, the provisions of each Section of this Law are hereby declared to be severable.

Section 8: Effective Date:

This law shall take effect immediately upon its filing in the Office of the Secretary of State.

The foregoing Resolution No. 2010303 was laid on the desk at this time and no further action was taken in 2010.

On motion by Legislator Cooper, duly seconded by Legislator Flesland and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non agenda items.

Alice Mann, Mediation Center, representing Coalition on Elder Abuse in Dutchess County addressed the legislature on the gaps in services to seniors. She added that there was a need to look at the budget carefully when items are being discussed.

Cathy Sheehan, Coalition on Elder Abuse in Dutchess County, addressed the Legislature on the gaps in services to seniors. She added that two adult daycare residences were closed and cut backs in transportation, namely Dial-A-Ride, are taking place. She would like to request a legislator be added as a liaison as a member of the Coalition on Elder Abuse in Dutchess County and secondly when the Legislature takes a look at the budget that you keep an eye on seniors.

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

On motion by Legislator Cooper, duly seconded by Legislator Flesland and carried, the meeting was adjourned in memory of Dr. Joseph D. Ross, Jr., Mary J. Thomes, John Armstrong, and at 10:50 pm subject to call of the Chair.